

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin Blackert
815-564-1366



City Clerk
815-622-1100
Ext. 4

City Treasurer
Kay Abner
815-622-1100

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

January 7, 2020
6:30 p.m.

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

Audience Requests

Community Affairs

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

Consent Agenda

1. Approval of the Minutes of the December 17, 2019 Regular Council Meeting
2. Approval of bills as presented

Ordinances 2nd Reading and Adoption:

1. Ordinance 2020-2462 – Authorizing the Mayor and City Clerk to Execute a New Laydown and Storage Lease Agreement with Commonwealth Edison Company for a Portion of the Property Comprising the Schmitt Addition to the City

City Administrator Robbin Blackert

Information/Correspondence

James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin
Alderman Gabriella Palmer

Ward 2

Alderman Glen Kuhlemier – Finance/Insurance/Investment Committee Chairman

Alderman Brian Snow – Building Code Committee Chairman

Ward 3

Alderman Jim Schuneman – Utility Committee Chairman/Tourism Committee Chairman

1. Approval of low bid for the Avenue A Substation Upgrades Installation Contract in the amount of \$2,153,990.00 from Tri-City Electric 6225 N. Brady Street, Davenport, Iowa 52806
2. Approve Agreement for the Avenue A Substation Upgrades Installation Contract in the amount of \$2,153,990.00 with Tri-City Electric 6225 N. Brady Street, Davenport, Iowa 52806
3. Approval to waive the bidding process for the Pole Inspections and approve the quote received from UAM Pole Inspection 2530 Lamar Street, Edgewater, Colorado 80214

Alderman Rod Kleckler – Public Works/Public Property Committee Chairman

Ward 4

Alderman Lee Folsom – Police/Fire Committee Chairman

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

Mayor's Report

Executive Session

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

Action Taken from Executive Session

Adjournment

Next City Council meeting – January 21, 2020 at 6:30 p.m.

Posted: January 3, 2020

Michelle Conklin, Deputy City Clerk

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

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

December 17, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. December 17, 2019 in the Council Chambers by Mayor William B. Wescott.

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

Consent Agenda items 1 through 4 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the December 3, 2019 Regular Council Meeting
2. Approval of bills as presented
3. Refer the Application for Variance from James Johnson and Kathleen Nicklaus-Johnson for a porch roof at 1500 11th Avenue Rock Falls, IL to the Planning and Zoning Commission for consideration
4. Proclamation in Recognition of 2019 Sponsors

A motion was made by Alderman Schuneman and second by Alderman Wangelin to approve Consent Agenda items 1 through 4.

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Schuneman to approve the revised draft of Ordinance 2019-2459 – Amending Chapter 16 of the Rock Falls Municipal Code for the Regulation of Recreational Cannabis and Cannabis Business Establishments.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Ordinance 2019-2460 – Authorizing the City of Rock Falls of Whiteside County, Illinois to Borrow Funds from the Public Water Supply Loan Program.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Ordinance 2019-2461 – Authorizing Invitation to Bid for the Sale of Real Property at 215 Avenue C, Rock Falls, IL 61071 PIN # 11-27-126-006, to include \$6,000.00 minimum bid.

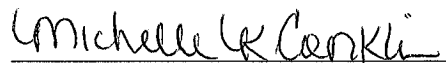
Vote 6 aye, motion carried.

A motion was made by Alderman Palmer and second by Alderman Sobottka to approve Alderman Schuneman to be appointed Mayor Pro Tem from December 27, 2019 through January 3, 2020.

Vote 6 aye, motion carried.

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

Viva Voce Vote, motion carried. (6:48 p.m.)


Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois (01/07/20)

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

Tourism		387.42
General Fund		41702.00
Building Code Demolition		51.60
Industrial Development		110.00
Employee Group Insurance		53.90
Electric		85336.93
Fiber Optic Broadband	Taxable	4786.61
	Tax Exempt	9324.98
Sewer		25865.47
Water		25373.81
Garbage		41898.96
Customer Service Center		3694.45
Customer Utility Deposits		<u>\$354.16</u>
		\$238,940.29

Alderman Kuhlemier
Alderman Kleckler
Alderman Wangelin
Alderman Palmer

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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/20/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	1,176.56	23.44
5015	CARD SERVICE CENTER	56,169.34	307.68
5032	COMCAST	3,306.78	5.23
T0005222	STERLING ROCK FALLS HISTORICAL		6.75
	TOURISM		343.10
GENERAL FUND			
01	ADMINISTRATION		
4392	WILLIAM B WESCOTT	1,688.46	375.09
4972	ROBBIN BLACKERT	360.00	58.00
5015	CARD SERVICE CENTER	56,169.34	1,001.18
5032	COMCAST	3,306.78	5.23
	ADMINISTRATION		1,439.50
02	CITY ADMINISTRATOR		
5032	COMCAST	3,306.78	2.61
	CITY ADMINISTRATOR		2.61
04	BUILDING		
5015	CARD SERVICE CENTER	56,169.34	74.48
5032	COMCAST	3,306.78	10.46
5253	WEX BANK	46,054.95	138.90
795	SBM BUSINESS EQUIPMENT CENTER	8,046.21	194.53
	BUILDING		418.37
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	56,169.34	52.06
5032	COMCAST	3,306.78	10.46
	CITY CLERK'S OFFICE		62.52

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
350	GISI BROS. INC.	10,986.16	463.88
5015	CARD SERVICE CENTER	56,169.34	715.25
5032	COMCAST	3,306.78	80.97
5253	WEX BANK	46,054.95	2,819.54
651	NICOR	22,464.29	122.90
T0002918	SAUK VALLEY TOWING		250.00
T0005147	JOHNSON TOWING & RECOVERY LLC	300.00	150.00
	POLICE		4,602.54
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	5,075.00	725.00
	CODE HEARING DEPARTMENT		725.00
10	STREET		
1325	SPENCER'S AUTOMOTIVE, INC.	6,076.30	1,009.74
194	GRUMMERT'S HARDWARE - R.F.	5,894.47	2.77
5032	COMCAST	3,306.78	5.23
5141	CINTAS CORPORATION	1,052.06	43.33
5253	WEX BANK	46,054.95	486.76
55	ARAMARK UNIFORM SERVICES, INC.	9,012.07	103.68
	STREET		1,651.51
12	PUBLIC PROPERTY		
1493	WILLIAM & MARY COMPUTER CENTER	54,522.26	520.00
5015	CARD SERVICE CENTER	56,169.34	171.72
	PUBLIC PROPERTY		691.72
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	5,894.47	10.33
2756	EMERGENCY MEDICAL PRODUCTS		111.70
337	GARAGE DOOR SPECIALISTS	4,102.20	35.00
4207	O'REILLY AUTOMOTIVE INC	4,121.36	99.68

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
4664	STAPLES ADVANTAGE	717.17	76.47
5015	CARD SERVICE CENTER	56,169.34	9.35
5032	COMCAST	3,306.78	38.20
5253	WEX BANK	46,054.95	807.02
651	NICOR	22,464.29	368.70
T0005157	STEVE WOODY POLYGRAPH EXAMINER	150.00	150.00
	FIRE		1,706.45
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	324.00	53.90
	EMPLOYEE GROUP INS		53.90
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1853	MOORE TIRES INC.	5,017.92	165.31
194	GRUMMERT'S HARDWARE - R.F.	5,894.47	44.94
395	HILLS ELECTRIC MOTOR SERVICE	1,134.85	11.00
4215	POWER LINE SUPPLY	21,965.99	296.64
423	AT&T	16,313.91	132.72
4730	FLETCHER-REINHARDT CO	12,800.19	471.00
5015	CARD SERVICE CENTER	56,169.34	761.17
5032	COMCAST	3,306.78	26.16
5130	AIMS MACHINING, LLC		16,390.00
5253	WEX BANK	46,054.95	1,565.06
5287	THE WILSON BOHANNAN COMPANY		940.83
651	NICOR	22,464.29	654.68
	OPERATION & MAINTENANCE		21,459.51
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5015	CARD SERVICE CENTER	56,169.34	8.99
5207	INTERNET SERVICES PROVIDER NET	31,700.00	4,500.00
5253	WEX BANK	46,054.95	150.91
	FIBER OPTIC BROADBAND/TAXABLE		4,659.90

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

FIBER OPTIC	BROADBAND/TXEXEMPT		
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5071	MILLENNIUM	7,006.88	124.71
5249	JC FIBER TECH INC	14,325.30	4,837.70
	FIBER OPTIC BROADBAND/TXEXEMPT		4,962.41
SEWER FUND			
38	OPERATION & MAINTENANCE		
110	BONNELL INDUSTRIES, INC.	436.50	1,040.82
200	COM ED	1,176.56	189.15
34	ALTORFER INC.	33,420.03	36.85
4027	WHITESIDE COUNTY RECORDER	1,812.75	21.50
4045	SCADAWARE, INC.	4,710.36	6,499.86
423	AT&T	16,313.91	988.51
4684	SCHMITT PLUMBING & HEATING INC	27,496.20	3,900.00
4796	VERIZON WIRELESS	13,090.92	165.33
5015	CARD SERVICE CENTER	56,169.34	40.00
5032	COMCAST	3,306.78	18.30
5141	CINTAS CORPORATION	1,052.06	34.05
5253	WEX BANK	46,054.95	490.21
5283	RHINO INDUSTRIES INC	8,220.52	1,454.00
T0005223	THOMPSON-HOPPS PUMPS		1,152.02
	OPERATION & MAINTENANCE		16,030.60
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	171,949.50	513.99
4361	FERGUSON WATERWORKS #2516	76,460.51	4,441.23
	WATER		4,955.22
48 OPERATION & MAINTENANCE			
1224	AIRGAS USA LLC	1,890.16	140.67
194	GRUMMERT'S HARDWARE - R.F.	5,894.47	112.34
2451	MENARDS	3,223.11	31.28
34	ALTORFER INC.	33,420.03	429.30
4027	WHITESIDE COUNTY RECORDER	1,812.75	21.50
5032	COMCAST	3,306.78	13.07

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
5141	CINTAS CORPORATION	1,052.06	25.50
5253	WEX BANK	46,054.95	428.33
55	ARAMARK UNIFORM SERVICES, INC.	9,012.07	371.80
651	NICOR	22,464.29	399.25
	OPERATION & MAINTENANCE		1,973.04
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	306,060.24	41,843.96
	GARBAGE		41,843.96
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	3,306.78	18.30
	CUSTOMER SERVICE CENTER		18.30
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0002843	SELECT EMPLOYEE CREDIT UNION	78.82	24.34
T0005221	MINDFULNESS INSTITUTE INC		22.76
	CUSTOMER UTILITY DEPOSITS		47.10
	TOTAL ALL DEPARTMENTS		107,647.26

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 12/27/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5178	COMCAST BUSINESS	5,999.73	19.15
	TOURISM		19.15
GENERAL FUND			
01	ADMINISTRATION		
5178	COMCAST BUSINESS	5,999.73	19.15
T0005224	CJ WADE		350.00
	ADMINISTRATION		369.15
02	CITY ADMINISTRATOR		
5178	COMCAST BUSINESS	5,999.73	19.15
	CITY ADMINISTRATOR		19.15
04	BUILDING		
5178	COMCAST BUSINESS	5,999.73	38.34
5220	TECHNOLOGY FINANCE CORP	8,308.58	30.43
	BUILDING		68.77
05	CITY CLERK'S OFFICE		
2985	WALMART COMMUNITY/SYNCB	3,520.53	57.72
5178	COMCAST BUSINESS	5,999.73	38.32
	CITY CLERK'S OFFICE		96.04
06	POLICE		
1165	CEC OF THE SAUK VALLEY INC	23,157.21	2,310.00
1448	IL DEPT OF INNOVATION &	3,187.44	398.43
2380	AUTOZONE	428.70	17.94
2985	WALMART COMMUNITY/SYNCB	3,520.53	9.70
350	GISI BROS. INC.	11,450.04	305.25

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
4796	VERIZON WIRELESS	13,256.25	308.27
4806	AXON ENTERPRISE INC	7,593.20	16,260.00
5032	COMCAST	3,541.00	6.34
5178	COMCAST BUSINESS	5,999.73	76.59
683	P. F. PETTIBONE & CO.	940.20	17.00
795	SBM BUSINESS EQUIPMENT CENTER	8,240.74	139.06
	POLICE		19,848.58
10	STREET		
2771	WINDSTREAM	4,751.03	196.13
2985	WALMART COMMUNITY/SYNCB	3,520.53	36.14
4796	VERIZON WIRELESS	13,256.25	64.05
5178	COMCAST BUSINESS	5,999.73	19.15
5220	TECHNOLOGY FINANCE CORP	8,308.58	243.47
	STREET		558.94
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING	1,007.75	87.98
4651	MOST PLUMBING & MECHANICAL LLC	13,934.98	385.00
5209	ASCAP		363.00
	PUBLIC PROPERTY		835.98
13	FIRE		
2747	KEN WOLF		41.94
2985	WALMART COMMUNITY/SYNCB	3,520.53	79.78
4543	CRIS BOUWENS		27.29
5178	COMCAST BUSINESS	5,999.73	57.45
5291	BRADY FRANKS		547.77
638	NFPA	1,520.50	143.15
T0005227	ROCK RIVER SERVICE COMPANY		88.00
	FIRE		985.38

BUILDING CODE DEMOLITION FUND

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CITY OF ROCK FALLS
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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	73,597.86	51.60
	BUILDING CODE DEMOLITION FUND		51.60
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	6,064.85	105.23
2187	BORDER STATES INDUSTRIES INC	31,866.97	633.78
219	CRESCENT ELECTRIC	932.35	34.26
2771	WINDSTREAM	4,751.03	491.84
4148	BHMG ENGINEERS	107,617.25	21,168.68
4796	VERIZON WIRELESS	13,256.25	470.30
5022	AIMS MECHANICAL, LLC	483,706.00	16,390.00
5178	COMCAST BUSINESS	5,999.73	38.34
5220	TECHNOLOGY FINANCE CORP	8,308.58	517.39
	OPERATION & MAINTENANCE		39,849.82
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	13,256.25	126.71
	FIBER OPTIC BROADBAND/TAXABLE		126.71
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5242	CLEARFIELD INC	5,425.09	4,362.57
	FIBER OPTIC BROADBAND/TXEXEMPT		4,362.57
SEWER FUND			
38	OPERATION & MAINTENANCE		
2985	WALMART COMMUNITY/SYNCEB	3,520.53	146.00
5178	COMCAST BUSINESS	5,999.73	19.15
5220	TECHNOLOGY FINANCE CORP	8,308.58	182.61
	OPERATION & MAINTENANCE		347.76

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 12/27/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
2067	CIVIL CONSTRUCTORS, INC.	94,886.77	8,127.32
4361	FERGUSON WATERWORKS #2516	80,901.74	423.87
	WATER		8,551.19
48	OPERATION & MAINTENANCE		
2771	WINDSTREAM	4,751.03	197.51
2985	WALMART COMMUNITY/SYNCB	3,520.53	55.71
4796	VERIZON WIRELESS	13,256.25	38.01
5178	COMCAST BUSINESS	5,999.73	19.15
5220	TECHNOLOGY FINANCE CORP	8,308.58	213.04
55	ARAMARK UNIFORM SERVICES, INC.	9,487.55	109.89
	OPERATION & MAINTENANCE		633.31
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4664	STAPLES ADVANTAGE	793.64	64.57
5178	COMCAST BUSINESS	5,999.73	38.34
	CUSTOMER SERVICE CENTER		102.91
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4620	TRI-COUNTY OPP COUNCIL	1,765.56	9.86
T0004602	RICHARD & SANDRA WHALEY		23.83
T0005221	MINDFULNESS INSTITUTE INC	22.76	177.24
T0005226	ALTISOURCE SINGLE FAMILY INC		96.13
	CUSTOMER UTILITY DEPOSITS		307.06
	TOTAL ALL DEPARTMENTS		77,134.07

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INVOICES DUE ON/BEFORE 01/03/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5032	COMCAST	3,547.34	5.78
5178	COMCAST BUSINESS	6,402.01	19.39
	TOURISM		25.17
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	73,649.46	3,630.00
176	PETTY CASH	15,540.73	77.52
4392	WILLIAM B WESCOTT	2,063.55	40.00
5032	COMCAST	3,547.34	5.78
5178	COMCAST BUSINESS	6,402.01	19.39
753	ROCK FALLS CHAMBER OF COMMERCE	5,000.00	500.00
	ADMINISTRATION		4,272.69
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	418.00	40.00
5032	COMCAST	3,547.34	2.89
5178	COMCAST BUSINESS	6,402.01	19.39
	CITY ADMINISTRATOR		62.28
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	73,649.46	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
194	GRUMMERT'S HARDWARE - R.F.	6,170.08	2.24
2157	INTERNATIONAL ASSOCIATION OF		120.00
2797	MARK SEARING	320.00	40.00
4192	INTERNATIONAL CODE COUNCIL INC		135.00
5032	COMCAST	3,547.34	11.56
5178	COMCAST BUSINESS	6,402.01	38.81
	BUILDING		347.61

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 01/03/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
176	PETTY CASH	15,540.73	0.35
5032	COMCAST	3,547.34	11.56
5178	COMCAST BUSINESS	6,402.01	38.79
	CITY CLERK'S OFFICE		50.70
06	POLICE		
1024	WILLIAMS AUTO BODY SHOP	170.00	150.00
1472	WARD, MURRAY, PACE & JOHNSON	73,649.46	220.00
176	PETTY CASH	15,540.73	33.61
2699	WHITESIDE COUNTY HEALTH DEPT	4,050.00	35.00
295	PAM ERBY	800.00	50.00
5032	COMCAST	3,547.34	89.48
5178	COMCAST BUSINESS	6,402.01	77.55
533	ELECTRONICS, INC.	5,954.37	45.99
T0002918	SAUK VALLEY TOWING	250.00	150.00
	POLICE		851.63
10	STREET		
1165	CEC OF THE SAUK VALLEY INC	25,467.21	647.36
5032	COMCAST	3,547.34	5.78
5178	COMCAST BUSINESS	6,402.01	19.39
529	LAWSON PRODUCTS, INC.	3,006.87	196.92
55	ARAMARK UNIFORM SERVICES, INC.	9,597.44	114.32
	STREET		983.77
12	PUBLIC PROPERTY		
423	AT&T	17,435.14	472.72
T0003035	BYERS ENTERPRISES LLC	2,810.00	135.00
	PUBLIC PROPERTY		607.72
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	73,649.46	220.00

INVOICES DUE ON/BEFORE 01/03/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
295	PAM ERBY	800.00	50.00
4396	GARY COOK	443.89	40.00
5032	COMCAST	3,547.34	20.23
5178	COMCAST BUSINESS	6,402.01	58.16
	FIRE		388.39
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	73,649.46	110.00
	INDUSTRIAL DEVELOPMENT		110.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	73,649.46	770.00
176	PETTY CASH	15,540.73	14.73
4207	O'REILLY AUTOMOTIVE INC	4,221.04	35.06
4215	POWER LINE SUPPLY	22,262.63	178.50
4544	UPS	84.08	13.97
4626	ENGEL ELECTRIC CO.	14,505.37	3,553.14
4656	THOMPSON TRUCK AND TRAILER	2,966.22	709.77
4730	FLETCHER-REINHARDT CO	13,271.19	327.75
5032	COMCAST	3,547.34	28.88
5110	KUNES COUNTRY AUTO GROUP	12,041.96	39.95
5141	CINTAS CORPORATION	1,154.94	22.45
5178	COMCAST BUSINESS	6,402.01	38.82
5270	ALBAT PROGRAM	13,308.30	17,210.67
66	STERLING CHEVROLET CO.	402.44	1,083.91
	OPERATION & MAINTENANCE		24,027.60
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	74,213.15	2,775.00
	SEWER		2,775.00

DATE: 01/02/20
TIME: 10:29:30
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 01/03/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	172,463.49	2,555.80
1472	WARD, MURRAY, PACE & JOHNSON	73,649.46	220.00
176	PETTY CASH	15,540.73	6.51
194	GRUMMERT'S HARDWARE - R.F.	6,170.08	17.52
2517	PRAIRIE HILL RDF	11,464.93	1,212.73
4027	WHITESIDE COUNTY RECORDER	1,855.75	0.75
4684	SCHMITT PLUMBING & HEATING INC	31,396.20	1,658.00
482	JOHNSON OIL CO	3,337.43	651.18
5032	COMCAST	3,547.34	20.23
5131	METROPOLITAN INDUSTRIES, INC.	19,933.84	350.00
5178	COMCAST BUSINESS	6,402.01	19.39
	OPERATION & MAINTENANCE		6,712.11
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	172,463.49	3,061.95
	WATER		3,061.95
48	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	10,279.39	932.75
110	BONNELL INDUSTRIES, INC.	1,477.32	370.30
1472	WARD, MURRAY, PACE & JOHNSON	73,649.46	220.00
1740	VIKING CHEMICAL CO	6,826.50	1,677.75
176	PETTY CASH	15,540.73	15.54
194	GRUMMERT'S HARDWARE - R.F.	6,170.08	64.78
423	AT&T	17,435.14	-307.91
4361	FERGUSON WATERWORKS #2516	81,325.61	2,017.98
5032	COMCAST	3,547.34	14.45
5131	METROPOLITAN INDUSTRIES, INC.	19,933.84	73.00
5151	LEE JENSEN SALES CO, INC.	2,148.00	166.76
5178	COMCAST BUSINESS	6,402.01	19.39
5238	FDI INC	250.00	525.00
55	ARAMARK UNIFORM SERVICES, INC.	9,597.44	65.98
T0005121	DORNER COMPANY	5,153.41	343.33
	OPERATION & MAINTENANCE		6,199.10

DATE: 01/02/20
TIME: 10:29:30
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 01/03/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	73,649.46	55.00
	GARBAGE		55.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	3,547.34	20.23
5178	COMCAST BUSINESS	6,402.01	38.81
5206	JENNA KUSTER	201.26	14.20
760	ROCK FALLS POSTMASTER	24,970.00	3,500.00
	CUSTOMER SERVICE CENTER		3,573.24
	TOTAL ALL DEPARTMENTS		54,158.96

CITY OF ROCK FALLS

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING MAYOR AND CITY CLERK
TO EXECUTE A NEW LAYDOWN AND STORAGE LEASE AGREEMENT
WITH COMMONWEALTH EDISON COMPANY FOR A PORTION
OF THE PROPERTY COMPRISING THE SCHMITT ADDITION TO THE CITY**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this
_____ day of _____, 2020.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING MAYOR AND CITY CLERK
TO EXECUTE A NEW LAYDOWN AND STORAGE LEASE AGREEMENT
WITH COMMONWEALTH EDISON COMPANY FOR A PORTION
OF THE PROPERTY COMPRISING THE SCHMITT ADDITION TO THE CITY**

WHEREAS, the City of Rock Falls ("City") has received a request and proposal from Commonwealth Edison Company to lease a portion of property comprising the SCHMITT addition to the City of Rock Falls; and

WHEREAS, the City has authority pursuant to 65 ILCS 5/11-76-1 to lease real estate owned by the City for any term not exceeding 99 years; and

WHEREAS, the power to lease real property owned by the City is to be exercised by an ordinance passed by three-fourths of the corporate authorities of the City then holding office at any regular meeting or special meeting called for that purpose; and

WHEREAS, the portion of the SCHMITT addition sought, a second time, by Commonwealth Edison Company for use as a laydown and storage site on a temporary basis is presently unoccupied and not in current use by the City, but is targeted for future development; and

WHEREAS, Commonwealth Edison Company has tendered a proposed lease agreement, a copy of which is attached hereto as Exhibit A, and the property proposed to be leased is not presently being used nor intended to be used for the duration of the attached lease; and.

WHEREAS, the City Council has considered the proposed lease agreement attached hereto and labeled as Exhibit A and has determined that it is in the best interests of the City to lease the property identified therein to Commonwealth Edison Company, on the terms and conditions set forth therein.

NOW, THEREFORE, be it ordained by the City Council of the City of Rock Falls, Whiteside County, Illinois, as follows:

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

SECTION 2: The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City the proposed laydown and storage lease tendered by Commonwealth Edison Company, a copy of which is attached to this ordinance as Exhibit A.

SECTION 3: The City finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in this case, and that this Ordinance shall become effective upon its passage.

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

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

SECTION 6: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Passed by the Mayor and the City Council of the City of Rock Falls, Whiteside County, State of Illinois, this _____ day of _____, 2020.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

LAYDOWN AND STORAGE LEASE

THIS LAYDOWN AND STORAGE LEASE (the "**Lease**") is dated _____ of _____, 2020, by and between CITY OF ROCK FALLS, Rock Falls, Illinois 61071 (hereafter called "**Landlord**") and COMMONWEALTH EDISON COMPANY, an Illinois corporation *hereafter called "**Tenant**").

Landlord, for and in consideration of the rent reserved herein, and of the covenants, conditions and agreements of Tenant hereinafter mentioned, hereby demises and leases to the Tenant, that portion of Landlord's property so designated on the drawing attached hereto and made a part hereof, as Exhibit "A" (hereafter called "**Leased Premises**") as hereinafter referred to, is depicted (or legally described) on the Exhibit "B", both Exhibits are attached hereto and made a part hereof. The Leased Premises includes, without limitation, (i) approximately acre 4.5± of property for laydown, storage, parking area and roadway ingress and egress as designated on Exhibit "A".

1. Term: The term of this Lease shall commence on May 1, 2020, and end on January 31, 2021, unless sooner terminated as hereinafter provided (the "**Initial Term**"). If Tenant wishes to request an extension of the initial term. Tenant shall provide City with written notice of any request for an extension, and the duration thereof, on or before January 1, 2021, (the "Extension Request"). Upon formal approval by the City, the Initial Term shall be extended until the end of month date that Landlord specifies, if the City determines to grant a requested extension or portion thereof. If the City fails or refuses to grant such a requested extension, the Lease shall terminate on January 31, 2021. For purposes of this Lease, the term "**Term**" shall mean and refer to the Initial Term and the Extension Term, if applicable.

2. Purpose: The Leased Premises are to be used for (a) the laydown and storage of materials and equipment in connection with Tenant's business, and (b) parking of vehicles and equipment (the "**Permitted Use**").

3. Removal of Property: Tenant agrees that upon termination of this Lease and any supplementary modification and extension thereof or by expiration of its Term or otherwise, Tenant will, at its sole cost and expense, remove from the Leased Premises any and all materials and equipment stored by Tenant on the Leased Premises. The Leased Premises shall be surrendered in substantially the same or similar condition as when delivered to Tenant, reasonable wear and tear excepted.

4. Rent: Tenant shall pay Landlord rent \$4,000.00 per calendar month on or before the first day of each calendar month within the Initial Term and \$4,000.00 per calendar month on or before the first day of each calendar month during the Extension Term, if applicable.

ALL rent payments to be mailed to:

City of Rock Falls
603 West 10th St.
Rock Falls, Illinois 61071

unless otherwise designated by the Landlord in writing. If the term of this Lease ends on a day other than the last day of a calendar month, the rent payable for that calendar months shall be apportioned on a per diem basis.

5. Condition of Leased Premises: Tenant has examined the Leased Premises and knows its condition. Except as set forth on Exhibit "B" attached hereto and made a pat hereof and except as otherwise contained herein, no representations as to the condition and repair of the Leased Premises have been made by Landlord. Except as set forth on Exhibit "B", no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by Landlord.

6. Alterations by Tenant: No alterations will be made by Tenant without prior written consent by Landlord, which shall not be unreasonably withheld, delayed or conditioned. Tenant after receiving consent may fill, grade, and level the Lease Premises for storage purposes. Tenant will not be required to remove any such alterations. Tenant may fill, grade, and level the Leased Premises for storage purposes. Tenant will not be required to remove any such alterations.

7. Maintenance of Leased Premises: Landlord, at its sole cost and expense, shall maintain (or cause to be maintained) the Leased Premises, including, without limitation, (a) all electric, gas, and water and sewer utilities serving the Leased Premises, (b) within the Leased Premises and the Facilities and the roadways accessing the Leased Premises and the Facilities, (c) all portions of the Leased Premises gravel and the roadway gravel, (d) the repair and replacement of all buildings, structures, fixtures, and equipment located on or in the Leased Premises, (e) all surface and stormwater drainage for the Leased Premises (such that there is no surface or stormwater issues that will impair, in any way, Tenant's use of the Leased Premises), and (f) the Facilities. In addition, Landlord, at its sole cost and expense, shall keep and maintain the Leased Premises together with any fences, gates, wheel stops, barricades and other improvements located thereon, in a clean, neat, orderly and slightly condition, at all times during the Term of this Lease. Landlord, at its sole cost and expense, shall provide electric, gas, and water and sewer facilities to the Leased Premises.

8. Zoning and Permits: Landlord assumes sole responsibility for compliance with all applicable zoning laws and ordinances, building codes and governmental regulations. Landlord hereby represents and warrants that the Leased Premises is properly zoned for the Permitted Use and that Landlord does not need to seek a zoning change to permit the Permitted Use of the Leased Premises. In the event Tenant is prohibited from using the Leased Premises as intended by Tenant, Tenant may terminate this Lease upon giving Landlord no less than five (5) days written notice, whereupon this Lease shall terminate and Rent shall be prorated to the date of termination.

9. Sale/Termination: In the event Landlord desires to sell the parcel which contains the Leased Premises, it shall provide Tenant with one hundred fifty (150) days' notice to vacate the property. Upon receipt of such notice, Tenant shall take all steps necessary to remove items located on the Leased Premises and return the same to the City in the same condition originally

provided subject to reasonable wear and tear and agrees that Lease shall terminate on the 151st day following said notice. Sale of less than the entire parcel shall not permit the City to terminate the Lease.

10. Environmental: Tenant shall perform a Phase I environmental site assessment (ECA) by a qualified contractor of its choice, prior to occupation of the Leased Premises. Tenant further agrees, at its sole cost, to perform a final Phase I ESA at the end of occupation by Tenant of the Leased Premises and to utilize Landlord's contractor, Terracon Consultants. A copy of any report created by either environmental consultant shall be provided to the Landlord and to the Tenant.

11. Default; Remedies: If Tenant defaults in the payment of the rent herein reserved or any part thereof or in any of the covenants and agreements herein contained to be kept by Tenant, Landlord shall provide Tenant written notice of such default and Tenant shall have ten (10) days to cure such default; provided, however, that if any such default cannot be reasonably cured within such ten (10) day period, Tenant shall be given such additional time as is reasonably necessary to cure such default so long as Tenant commences such cure within such ten (10) day period and diligently pursue such cure thereafter. If Tenant fails to cure any such default within such ten-day period, or such additional time as may be reasonably necessary to cure such event of default as described above, Landlord may, at its election, without notice or demand to Tenant, to declare that term ended, the Lease terminated, and thereupon to re-enter the Leased Premises, with process of law, and to expel, remove and put out Tenant, or any person or persons occupying the Leased Premises, without prejudice to any remedies, which might otherwise be used for arrears of rent or preceding breach covenants.

12. Attorneys' Fees: Tenant and Landlord shall pay all the costs, charges and expenses, including the fees of counsel, agents and others retained by the other party, incurred for enforcing the Tenant's or Landlord's obligations hereunder, or incurred by the other party in any litigation, negotiation or transaction, in which the Tenant or Landlord causes the other party, without the other party's fault, to become involved or concerned.

13. Receipt of Money: No receipt of money by the Landlord from the Tenant, after the termination of this Lease, or after the service of any notices, or after the commencement of any suit, or after final judgment for possession of the premises, shall renew, reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

14. Waiver: No waiver of any default by the Tenant or Landlord shall be implied from any omission by the other party to take any action on account of such default, if such default persists or be repeated, and no express waiver shall affect any default, other than the default specified in the express waiver, and that only for the time and to the extent therein stated: the invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

15. Headings: Headings of sections are for convenience only, and do not limit or construe the contents of the sections.

16. Early Occupancy: If Tenant shall occupy the Leased Premises, prior to the beginning of the Term, with the Landlord's consent, all the provisions of this Lease shall be in full force and effect, as soon as the Tenant occupies the Leased Premises, except that no rent or any other costs or charges of any kind or nature shall be due and payable for the period of such early occupancy.

17. No Affiliation: By signing this Lease, Landlord affirms and states that it is not an employee of Commonwealth Edison Company, nor has any affiliated interest in the Commonwealth Edison Company.

18. Notices: All notices to Tenant shall be in writing: to Commonwealth Edison Company, c/o Real Estate Asset Management, Three Lincoln Centre, 4th Floor, Oakbrook Terrace, Illinois 60181, or at such other place as Tenant may from time-to-time designate in writing. All notices to Landlord shall be in writing; addressed to Landlord at City of Rock Falls, 603 West 10th Street, Rock Falls, Illinois 61071 or at such other place as Landlord may, from time-to-time, designate in writing. The term, "in writing," shall include telegraphic, telecopier, telex, electronic mail or similar means of transmitting writings.

19. Insurance: The Tenant shall provide a certificate of Insurance naming the City of Rock Falls as an additional insured, in accordance with the limits as required by the City's Municipal Insurance Carrier. The limits for General Liability shall be \$1,000,000. In addition the City of Rock Falls shall be held harmless, for "use of Municipal Properties" covered under this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals all as of the day and year first above written.

LANDLORD:
CITY OF ROCK FALLS

By _____
MAYOR

CITY CLERK

TENANT:
COMMONWEALTH EDISON COMPANY

By _____
KENDALL HODGE
Its Director of Real Estate and Facilities



B1851 K004- CITY OF ROCK FALLS, IL - AVENUE A INSTALLATION CONTRACT

BIDDERS / PROPOSALS	J.F. Electric	L.E. Myers	Tri-City Electric Co.	
BID SECURITY	5% Bid Bowd		5% Bid Bowd	
All labor and materials for the installation of required equipment for the distribution substation replacement.				
	\$2,312,149. ⁷⁴	No Bid	\$2,153,990. ⁰⁰	
	<input checked="" type="checkbox"/> Registered Bidder	<input checked="" type="checkbox"/> Registered Bidder	<input checked="" type="checkbox"/> Registered Bidder	<input checked="" type="checkbox"/> Registered Bidder
	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Non-Collusion Affidavit
	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond
	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form
	<input checked="" type="checkbox"/> Any other documents as required by the specification	<input checked="" type="checkbox"/> Any other documents as required by the specifcaton	<input checked="" type="checkbox"/> Any other documents as required by the specifcaton	<input checked="" type="checkbox"/> Any other documents as required by the specifcaton
<p>BHMG ENGINEERS, INC. Consulting Engineers 630 Jeffco Blvd. Arnold, MO 63010</p>		<p>CITY OF ROCK FALLS, IL Avenue A Substation Upgrades Installation Contract Bids Received 2:00 p.m., 12/18/19</p>		<p>Bid Opening Witnesses:</p> <p>City: _____</p> <p>BHMG: _____</p>

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT

is by and between: City of Rock Falls, 603 West 10th Street, Rock Falls, IL 61071

Owner

and

Tri-City Electric Company of Iowa
6225 N. Brady Street Davenport, IA 52806

Contractor

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

All material and labor to update the two generators at Avenue A substation, including generator controls and accessories.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The upgrades to the generator and electrical substation at Avenue A.

The Contractor shall be required to furnish all material and labor, use of tools, and use of his equipment as required for the construction of the project, complete and in place, and as required to make a complete working system. The Contractor is also required to determine the specific amounts of labor and material required for the installation.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by BHMGE Engineers, Inc., 630 Jeffco Boulevard, Arnold, MO 63010, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed on or before April 24, 2020, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before June 5, 2020.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work, a Lump Sum of: \$ 2,153,990.00

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

- B. For all Unit Price Additions or Deletions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or before the first (1st) day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST *(Not Used)*

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
-
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following and by this reference made a part hereof:
 - 1. This Agreement.
 - 2. Performance Bond.
 - 3. General Conditions.
 - 4. Supplementary Conditions.

5. Specification B1851 K004 as listed in the Table of Contents of the Project Manual.
 6. Addenda Nos. 1 and 2.
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on January 7, 2020.
(Which is the Effective Date of the Agreement.)

OWNER:

CONTRACTOR:

City of Rock Falls, IL

Tri-City Electric Company of Iowa

By: _____

By: _____

Title: _____
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

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

Tri-City Electric Company of Iowa
6225 N. Brady Street
Davenport, IA 52806

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____
(Where applicable)

Agent for service or process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



Request for Quotation (Services)

TO: UAM Pole Inspection

Company Name

ATTENTION: Steven Phenna

QUOTE DEADLINE: 9/17/19

Location of Work: City of Rock Falls, IL

Description and Scope of Work: Pole Inspections (see attached)

Quote Valid for 90 Days

Payment Terms: Upon Completion

SIGNATURE OF COMPANY REP:

DATE:

9/17/19

Please fax or email quote to: dsimon@rockfalls61071.com; swind@rockfalls61071.com

Attention: Dick Simon

- Pole Integrity Inspection only w/ visual inspection for faulty material that could result in power outage or public safety concern \$ 14 per pole x 3400 poles
- Pole Integrity Inspection only w/ visual inspection for faulty material that could result in power outage or public safety concern w/ basic attachment audit or count only of AT&T, Comcast, City of Rock Falls Fiber \$ 17 per pole x 3400 poles
- Pole Integrity Inspection only w/ visual inspection for faulty material that could result in power outage or public safety concern w/ full audit of AT&T, Comcast, City of Rock Falls Fiber attachments including heights, photos and NESC violations \$ 21 per pole x 3400 poles
- Install Pole Stencil \$ 3.50