

City of Rock Falls

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

Mayor

Rod Kleckler
815-380-5333

City Administrator

Robbin Blackert
815-564-1366



City Clerk

Pam Martinez
815-622-1100

City Treasurer

Kay Abner
815-622-1100

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

September 3, 2024
5:30 p.m.

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

Audience Requests

Community Affairs

Rock Falls Chamber of Commerce, Sam Smith President/CEO

Consent Agenda:

1. Approval of the minutes of the August 20, 2024, City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinances 2nd Reading and Adoption:

1. Ordinance 2024-2662 – Approving Annexation Agreement (3309 W Rock Falls Rd) ☞
2. Ordinance 2024-2663 – Amending Chapter 26 of the Rock Falls Municipal Code Relating to Sidewalk Snow Removal within the Downtown Business Area ☞

Ordinance 1st Reading:

1. Ordinance 2024-2664 – Amending Chapter 32 of the Rock Falls Municipal Code Relating to Utility Rate Increases ☞

City Administrator Robbin Blackert:

1. Award the Guardrail Replacement Construction project to O'Brien Civil Works, Inc., 2963 W Mud Creek Road, Mt. Morris, IL 61054 in the amount of \$27,600.00. ☞

Information/Correspondence

Matt Cole, City Attorney
Corey Buck, City Engineer

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin – Public Works/Public Property Committee Chairman/Tourism Committee

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

Ward 2

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

1. Award bid for the demolition of 303 14th Ave, Rock Falls to Burke Excavating, Inc, 25668 Jersey Rd, Tampico, IL 61283 in the amount of \$23,000.00 ☞
2. Award bid for the demolition of 202 E 4th St, Rock Falls to Burke Excavating, Inc, 25668 Jersey Rd, Tampico, IL 61283 in the amount of \$23,000.00 ☞
3. Recommendation from the Utility Committee to waive bidding for the supply and installation of mechanical shaft seal assemblies at the hydro electric plant.
4. Recommendation from the Utility Committee to approve and award the proposal from HCMS, A Division of Thompson, 100 North Main Street, Sumter, SC for the supply and installation of mechanical shaft seal assemblies at the hydro electric plant in the amount of \$702,895.00 ☞

Alderman Vickey Byrd

Ward 3

Alderman Steve Dowd – Police Fire Committee Chairman

Alderman Cody Dornes

Ward 4

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

Alderman Cathy Arduini

Mayor's Report:

Adjournment

Next City Council Meeting – September 17, 2024, at 5:30 p.m.

Posted: August 30, 2024

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 August 20, 2024, 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, Byrd, Dowd, Dornes, Arduini, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present.

Audience request:

None.

Community Affairs:

Sam Smith, President/CEO, Rock Falls Chamber of Commerce presented information on upcoming events.

Consent Agenda:

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

1. Approval of the minutes of the August 6, 2024, City Council Meeting.
2. Approval of bills as presented.

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

Vote 8 aye, motion carried.

Ordinance 2nd Reading and Adoption:

1. Ordinance 2024-2659 – Amending Chapter 20 of the Rock Falls Municipal Code Relating to Nuisance Greenery.

A motion was made by Alderman Snow to approve Ordinance 2024-2659 – Amending Chapter 20 of the Rock Falls Municipal Code Relating to Nuisance Greenery for second reading and adoption and second by Alderwoman McKanna.

Vote 7 aye, 1 no (Arduini), motion carried.

2. Ordinance 2024-2660 – Amending Chapter 26 of the Rock Falls Municipal Code Relating to Sidewalk Snow Removal within the Downtown Business Area.

A motion was made by Alderwoman Sobottka to approve Ordinance Amending Chapter of the Rock Falls Municipal Code Relating to Sidewalk Snow Removal within the Downtown Business Area for second reading and adoption and second by Alderwoman McKanna.

Vote 8 aye, motion carried.

3. Ordinance 2024-2661 – Authorizing the Purchase of Real Property (Part of PIN: 11-34-201-006 and 11-34-201-007)

A motion was made by Alderman Wangelin to approve Ordinance 2024-2661 – Authorizing the Purchase of Real Property (Part of PIN: 11-34-201-006 and 11-34-201-007) for second reading and adoption and second by Alderwoman McKanna.

Vote 8 aye, motion carried.

City Administrator:

1. City Administrator Blackert asked to approve a Change Order Number 1 with McDonagh Demolition, Inc. for the Mirco Industries Building Demolition Project in the amount of \$35,898.50.

A motion was made by Alderman Wangelin to approve a Change Order Number 1 with McDonagh Demolition, Inc. for the Mirco Industries Building Demolition Project in the amount of \$35,898.50 and second by Alderman Snow.

Vote 8 aye, motion carried.

2. City Administrator Blackert asked to approve a Change Order Number 2 with Gensini Excavating for the RBW District Control Room and Toilet Room Project in the amount of \$19,750.00.

A motion was made by Alderman Snow to approve a Change Order Number 2 with Gensini Excavating for the RBW District Control Room and Toilet Room Project in the amount of \$19,750.00 and second by Alderman Wangelin.

Vote 8 aye, motion carried.

Tourism Director, Melinda Jones:

1. Approve the closure of East 2nd Street from Avenue A to Wood Avenue on Saturday, September 7, 2024, from 7:00 a.m. to 8:00 p.m. for the Taste of Fiesta.

A motion was made by Alderman Snow to approve the closure of East 2nd Street from Avenue A to Wood Avenue on Saturday, September 7, 2024, from 7:00 a.m. to 8:00 p.m. for the Taste of Fiesta and second by Alderwoman Arduini.

Vote via voice, all approved, motion carried.

2. Approve the closure of East 2nd Street from Avenue A to Wood Avenue on Saturday, August 24, 2024, from 7:00 a.m. to 6:00 p.m. for Art in the Park.

A motion was made by Alderman Wangelin to approve the closure of East 2nd Street from Avenue A to Wood Avenue on Saturday, August 24, 2024, from 7:00 a.m. to 6:00 p.m. for Art in the Park and second by Alderwoman Sobottka.

Vote via voice, all approved, motion carried.

3. Approve the closure of East 2nd Street from Avenue A to Wood Avenue on Friday, September 27, 2024, from 1:00 p.m. to 11:00 p.m. for Taco Throwdown Festival.

A motion was made by Alderman Snow to approve the closure of East 2nd Street from Avenue A to Wood Avenue on Friday, September 27, 2024, from 1:00 p.m. to 11:00 p.m. for Taco Throwdown Festival and second by Alderwoman Arduini.

Vote via voice, all approved, motion carried.

City Attorney:

None

City Departments:

None

Alderman Reports / Committee Chairman Requests

A motion was made by Alderman Dowd to approve the recommendation from the Police Fire Committee to approve the Police Department to purchase a new vehicle for the Investigative Section in an amount to not exceed \$25,000.000 and trade in a 2012 Chevy Impala and second by Alderwoman Sobottka.

Vote 8 aye, motion carried.

Mayor's Report:

Remember Joe Martin's family for condolences of Joe's passing earlier this week.

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

Vote via voice, all approved (5:48 p.m.)

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

603 W 10th Street

Rock Falls, Illinois

09/03/2024 Council Meeting

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

Tourism	\$4,368.03
General Fund	\$881,059.58
Buildng Code Demolition Fund	\$7,805.00
TIF - Downtown Redevelopment	\$168,238.30
Electric	\$64,818.32
Sewer	\$25,557.83
Water	\$26,750.45
Garbage	\$530.06
Customer Service Center	\$1,031.16
Community Policing	\$291.96
Drug Fund	\$168.00
Motor Fuel Tax Fund	9914
Customer Utility Deposits	\$100.00
	<hr/> <u>\$1,190,632.69</u> <hr/>

Alderman McKanna
Alderman Wangelin
Alderman Dornes

INVOICES DUE ON/BEFORE 08/23/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM			
05	TOURISM		
5032	COMCAST	1,510.24	11.81
5389	MELINDA JONES	673.72	250.00
T0004340	SHAYLYN O'LAUGHLIN		150.00
T0005138	KYLE J MORGAN	1,459.67	259.00
T0005900	CHRIS BLUM		80.00
T0005901	PAT JONES		200.00
T0005902	TODD LORENC		225.00
	TOURISM		1,175.81
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	1,173.00
5032	COMCAST	1,510.24	11.81
	ADMINISTRATION		1,184.81
02	CITY ADMINISTRATOR		
5032	COMCAST	1,510.24	5.90
	CITY ADMINISTRATOR		5.90
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	869.50
	PLANNING/ZONING		869.50
04	BUILDING		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	252.38
5032	COMCAST	1,510.24	23.60
5311	SAMSARA NETWORKS INC	2,220.00	20.00
	BUILDING		295.98
05	CITY CLERK'S OFFICE		

INVOICES DUE ON/BEFORE 08/23/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
5032	COMCAST	1,510.24	23.59
	CITY CLERK'S OFFICE		23.59
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	728.50
1622	C.O.P.S. & F.I.R.E. PERSONNEL	850.00	500.00
194	GRUMMERT'S HARDWARE - R.F.	3,208.59	8.24
4455	RIGLER'S SPORTS SUPPLY		140.00
4572	CHARLES SCHWAB & CO INC		445,691.28
5032	COMCAST	1,510.24	182.76
651	NICOR	8,576.39	44.68
	POLICE		447,295.46
07	CODE HEARING DEPARTMENT		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	290.00
4929	TIMOTHY J SLAVIN	3,250.00	850.00
	CODE HEARING DEPARTMENT		1,140.00
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	190,669.55	40,914.70
1279	WILCO RENTAL	2,667.71	17.60
194	GRUMMERT'S HARDWARE - R.F.	3,208.59	28.77
2451	MENARDS	5,548.30	40.58
4528	MODERN SHOE SHOP	1,333.97	224.99
4796	VERIZON WIRELESS	2,233.63	44.99
4946	MARTIN & COMPANY EXCAVATING	636,013.70	305,689.45
5032	COMCAST	1,510.24	11.81
5311	SAMSARA NETWORKS INC	2,220.00	200.00
	STREET		347,172.89
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	190,669.55	29,820.24

INVOICES DUE ON/BEFORE 08/23/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
4640	TERRACON CONSULTANTS	30,131.39	3,192.50
	PUBLIC PROPERTY		33,012.74
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	164.50
1622	C.O.P.S. & F.I.R.E. PERSONNEL	850.00	675.00
350	GISI BROS INC	4,136.77	2,893.80
4385	DINGES FIRE COMPANY	23,444.63	35.00
5032	COMCAST	1,510.24	121.93
5192	CITY OF PEORIA		7,000.00
5352	ROCK FALLS FIREFIGHTERS		8,038.01
5418	JONAH BASS	253.67	113.68
651	NICOR	8,576.39	134.05
	FIRE		19,175.97
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	1,817.00
	BUILDING CODE DEMOLITION FUND		1,817.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
2451	MENARDS	5,548.30	72.14
774	ROCK RIVER READY MIX	746.39	206.55
	DOWNTOWN REDEVELOPMENT		278.69
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	1,187.50
1853	MOORE TIRES INC.	7,450.62	1,378.53
194	GRUMMERT'S HARDWARE - R.F.	3,208.59	21.01
2394	FRED'S LOCKSMITHING	12.00	274.00

INVOICES DUE ON/BEFORE 08/23/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4044	ENERCON ENGINEERING INC.		4,412.50
4215	POWER LINE SUPPLY	54,096.39	455.50
4226	RYAN'S TREE SERVICE, INC.	1,825.00	1,747.50
4544	UPS	67.64	185.47
4796	VERIZON WIRELESS	2,233.63	332.23
5032	COMCAST	1,510.24	59.03
5311	SAMSARA NETWORKS INC	2,220.00	280.00
5312	BOBCAT OF DIXON	16,757.00	67.66
5380	WINTROY SUPPLY LLC	3,671.32	476.69
T0004455	ROCK RIVER CARTAGE INC	371.61	2,179.92
	OPERATION & MAINTENANCE		13,057.54

SEWER FUND			
38	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	190,669.55	14,328.35
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	605.50
1853	MOORE TIRES INC.	7,450.62	3,321.50
219	CRESCENT ELECTRIC SUPPLY CO	149.37	108.76
2451	MENARDS	5,548.30	76.97
4027	WHITESIDE COUNTY RECORDER	385.50	24.00
4207	O'REILLY AUTOMOTIVE INC	2,226.88	21.72
4796	VERIZON WIRELESS	2,233.63	279.79
5032	COMCAST	1,510.24	41.31
5172	PIEDMONT TECHNICAL SERVICES		3,600.00
5311	SAMSARA NETWORKS INC	2,220.00	120.00
5325	LOU'S GLOVES INC	157.00	157.00
533	LECTRONICS, INC.	2,929.72	234.00
5345	QC ANALYTICAL SERVICES LLC		375.00
	OPERATION & MAINTENANCE		23,293.90

WATER FUND			
48	OPERATION & MAINTENANCE		
4027	WHITESIDE COUNTY RECORDER	385.50	24.00
4796	VERIZON WIRELESS	2,233.63	37.99
5032	COMCAST	1,510.24	29.51
5311	SAMSARA NETWORKS INC	2,220.00	120.00
	OPERATION & MAINTENANCE		211.50

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TIME: 14:38:01
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/23/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	258.50
	GARBAGE		258.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	51,909.31	643.50
5032	COMCAST	1,510.24	41.31
5206	JENNA KUSTER		86.75
	CUSTOMER SERVICE CENTER		771.56
	TOTAL ALL DEPARTMENTS		891,041.34

INVOICES DUE ON/BEFORE 08/30/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
194	GRUMMERT'S HARDWARE - R.F.	3,266.61	12.32
200	COM ED	585.87	28.69
5118	SIKICH CPA LLC	37,000.00	250.00
5314	LINK MEDIA OUTDOOR	6,640.00	1,660.00
5389	MELINDA JONES	923.72	109.38
771	PINNEY PRINTING CO	4,632.81	100.80
T0004936	MSK ENTERPRISES LLC	585.00	355.00
T0005138	KYLE J MORGAN	1,718.67	676.03
	TOURISM		3,192.22
GENERAL FUND			
01	ADMINISTRATION		
5118	SIKICH CPA LLC	37,000.00	2,500.00
	ADMINISTRATION		2,500.00
05	CITY CLERK'S OFFICE		
2985	CAPITAL ONE	2,004.76	53.28
	CITY CLERK'S OFFICE		53.28
06	POLICE		
1052	SAUK VALLEY MEDIA	5,645.80	499.00
5032	COMCAST	2,074.61	6.33
66	STERLING CHEVROLET CO.	677.02	23,410.00
662	RAY O'HERRON CO., INC.	2,267.55	578.98
T0005904	VELAN SOLUTIONS LLC		600.00
	POLICE		25,094.31
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	3,266.61	17.64
2985	CAPITAL ONE	2,004.76	143.64
4207	O'REILLY AUTOMOTIVE INC	2,248.60	17.98
5394	OLIVIA GUTIERREZ	1,000.00	125.00

INVOICES DUE ON/BEFORE 08/30/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
829	SELF HELP ENTERPRISE	138.00	67.00
	STREET		371.26
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING	369.47	20.35
	PUBLIC PROPERTY		20.35
13	FIRE		
2985	CAPITAL ONE	2,004.76	434.82
4207	O'REILLY AUTOMOTIVE INC	2,248.60	66.28
4651	MOST PLUMBING & MECHANICAL LLC	3,471.00	2,111.40
5418	JONAH BASS	367.35	124.79
T0000044	CONES FOODSERVICE EQUIP		106.25
	FIRE		2,843.54
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	433.50	48.00
5382	P & T PEPPERS LAWN CARE	27,474.40	5,940.00
	BUILDING CODE DEMOLITION FUND		5,988.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
T0004041	GENSINI EXCAVATING, INC.	342,600.11	167,959.61
	DOWNTOWN REDEVELOPMENT		167,959.61
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	275,732.84	1,957.15

INVOICES DUE ON/BEFORE 08/30/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	993.32	59.34
1279	WILCO RENTAL	2,685.31	389.95
1493	WILLIAM & MARY COMPUTER CENTER	58,222.52	179.88
194	GRUMMERT'S HARDWARE - R.F.	3,266.61	35.35
2557	ASPLUNDH TREE EXPERT CO.	68,288.28	12,625.28
2910	SCHWEITZER ENGINEERING		798.60
2985	CAPITAL ONE	2,004.76	55.03
31	ALTEC INDUSTRIES, INC.	3,682.28	1,220.89
4044	ENERCON ENGINEERING INC.	4,412.50	1,794.46
4215	POWER LINE SUPPLY	54,551.89	22,756.63
4866	LOESCHER		1,153.38
4913	MID-WEST TRUCKERS ASSOC INC	109.00	212.00
5118	SIKICH CPA LLC	37,000.00	1,000.00
5135	BUNTJER BROS INC	855.00	350.00
5332	TYNDALE	4,834.51	2,538.59
5369	HELM ELECTRIC	45,207.00	2,714.75
T0003746	CHRISTOPHER HEATH		154.00
T0004455	ROCK RIVER CARTAGE INC	2,551.53	1,765.50
	OPERATION & MAINTENANCE		51,760.78
SEWER FUND			
38	OPERATION & MAINTENANCE		
200	COM ED	585.87	153.30
2517	WM CORPORATE SERVICES INC	12,974.91	1,496.14
2985	CAPITAL ONE	2,004.76	49.55
5118	SIKICH CPA LLC	37,000.00	500.00
5356	KURT ANDERSON		64.94
	OPERATION & MAINTENANCE		2,263.93
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	97,923.89	2,389.32
4606	TOWER EQUIPMENT CORP	660.00	240.00
5379	HYDRA-STOP LLC	1,451.24	7,641.33
	WATER		10,270.65

INVOICES DUE ON/BEFORE 08/30/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	3,266.61	79.20
2451	MENARDS	5,737.99	269.11
2985	CAPITAL ONE	2,004.76	124.63
34	ALTORFER INC.	17,184.48	164.54
4361	FERGUSON WATERWORKS #2516	97,923.89	2,814.56
4624	FRARY LUMBER & SUPPLY	95.26	153.87
4707	KIMBALL MIDWEST	1,620.40	147.30
4913	MID-WEST TRUCKERS ASSOC INC	109.00	148.50
5118	SIKICH CPA LLC	37,000.00	500.00
5141	CINTAS CORPORATION	784.49	320.95
5171	FERGUSON ENTERPRISES LLC	4,101.75	44.29
5238	FDF INC	1,650.00	625.00
5379	HYDRA-STOP LLC	1,451.24	4,239.33
5396	BEHRENS PLUMBING & MECHANICAL	435.23	764.04
T0000826	FIREHOUSE MINISTRIES	9,712.79	3,900.00
T0004455	ROCK RIVER CARTAGE INC	2,551.53	1,972.98
	OPERATION & MAINTENANCE		16,268.30
GARBAGE FUND			
50	GARBAGE		
2451	MENARDS	5,737.99	21.56
5118	SIKICH CPA LLC	37,000.00	250.00
	GARBAGE		271.56
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5146	DIANE SHEPHERD		259.60
	CUSTOMER SERVICE CENTER		259.60
COMMUNITY POLICING			
54	COMMUNITY POLICING		
2985	CAPITAL ONE	2,004.76	291.96
	COMMUNITY POLICING		291.96

DATE: 08/29/24
TIME: 14:28:58
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/30/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

DRUG FUND			
56	DRUG ABUSE		
T0005905	ACE K9		168.00
	DRUG ABUSE		168.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
1023	WILLETT, HOFMANN & ASSOCIATES	275,732.84	9,914.00
	MOTOR FUEL TAX		9,914.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005906	TRACY CAMPS		50.00
T0005907	CAREY BRUDER		50.00
	CUSTOMER UTILITY DEPOSITS		100.00
	TOTAL ALL DEPARTMENTS		299,591.35

CITY OF ROCK FALLS

ORDINANCE NO. 2024-2662

**ORDINANCE APPROVING ANNEXATION AGREEMENT
(3309 W ROCK FALLS RD)**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS ____ DAY OF _____, 2024

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls, this ____ day of _____, 2024.

ORDINANCE NO. 2024-2662

**ORDINANCE APPROVING ANNEXATION AGREEMENT
(3309 W ROCK FALLS RD)**

WHEREAS, Brummel Real Estate Holdings, LLC, an Illinois limited liability company (“Owner”) is the owner of certain real estate commonly known as 3309 W. Rock Falls Rd., Rock Falls, IL 61071 (the “Subject Property”); and

WHEREAS, in furtherance of the uses of the Subject Property, Owner desires to connect to the City’s wastewater treatment and disposal system; and

WHEREAS, the Subject Property is part of the unincorporated territory of Whiteside County, Illinois; and

WHEREAS, the Subject Property is located to the west of the corporate limits of the City and north of, and adjacent to, W. Rock Falls Road (IL Route 30), however such Property does not yet constitute territory that is contiguous to the City, as provided under Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq. (the “Code”); and

WHEREAS, pursuant to Section 32-313 of the Rock Falls Municipal Code, a connection to the City’s wastewater treatment and disposal system cannot be made to any property that is not within the corporate limits of the City unless, among other things, the Owner files an irrevocable petition seeking to have the Property annexed to the City in accordance with the Municipal Code;

WHEREAS, Section 11-15.1-1 of the Code authorizes the corporate authorities of a municipality to enter into an annexation agreement providing for the annexation of real property upon the real property becoming contiguous to the municipality; and

WHEREAS, in connection with said Section 32-313, Owner and the City desire to enter into an annexation agreement in the form attached hereto and incorporated herein by reference as Exhibit A (“Annexation Agreement”), for the proposed annexation of the Property to the City upon its contiguity with the corporate limits of the City; and

WHEREAS, on August 8, 2024, after duly published notice, the City conducted a public hearing on the Annexation Agreement in accordance with applicable law; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) hereby find and determine that it is in the best interests of the City of Rock Falls and its residents that the Annexation Agreement be approved, all as more particularly set forth herein.

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

SECTION 1: The statements contained in the preamble paragraphs of this Ordinance are true and accurate and are hereby incorporated into this Section 1 as if more fully set forth herein.

SECTION 2: The Annexation Agreement is approved. The Mayor and City Clerk are hereby authorized and directed to execute the Annexation Agreement by and on behalf of the City.

SECTION 3: Upon full execution of the Annexation Agreement, the City Clerk is hereby directed to record the same with the Office of the Recorder of Whiteside County, Illinois.

SECTION 4: The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this Ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this Ordinance shall become effective upon its passage.

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

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

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

(remainder of page intentionally left blank)

Passed by the Mayor and City Council of the City of Rock Falls on _____, 2024.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

(attach Annexation Agreement)

ANNEXATION AGREEMENT
(3309 W ROCK FALLS RD)

THIS ANNEXATION AGREEMENT (the “Agreement”) is made and entered into as of _____, 2024, by and between the CITY OF ROCK FALLS, an Illinois municipal corporation (“City”) and BRUMMEL REAL ESTATE HOLDINGS, LLC, an Illinois limited liability company (“Owner”).

RECITALS

- A. Section 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 (the “Municipal Code”), authorizes the corporate authorities of a municipality to enter into an annexation agreement providing for the annexation of real property upon the real property becoming contiguous to the municipality.
- B. The Owner holds title to the parcel of real property (the “Property”) more particularly described in Exhibit A.
- C. The Property is comprised of the parcel identification number, along with the approximate acreage of such parcel, set forth below:

<u>PIN</u>	<u>ACREAGE</u>
11-30-426-013	3.169

- D. The Property is part of the unincorporated territory of Whiteside County, Illinois, and has not been annexed to any municipality.
- E. The Property is located to the west of the corporate limits of the City and north of, and adjacent to, W. Rock Falls Road (IL Route 30), however such Property does not yet constitute territory that is contiguous to the City, as provided under Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.*
- F. The Property is improved with a poultry processing building and other improvements incident thereto, and is currently serviced by a private sewage disposal system.
- G. In furtherance of the uses of the Property, Owner desires to abandon said private sewage disposal system and connect to the City’s wastewater treatment and disposal system (the “Public Sewer System”).
- H. Pursuant to Section 32-313 of the Rock Falls Municipal Code (the “City Code”), a connection to the Public Sewer System cannot be made to any property that is not within the corporate limits of the City unless, among other things, the Owner files an irrevocable petition seeking to have the Property annexed to the City in accordance with the Municipal Code.

- I. In connection with Section 32-313, Owner and the City desire to enter into an annexation agreement for the proposed annexation of the Property to the City and to establish the appropriate zoning classification of the Property, so that, following annexation of the same, the Property is zoned B-1 General Business under the City’s zoning ordinance (the “Zoning Ordinance”).
- J. On August 8, 2024, after duly published notice, the City Council of the City conducted a public hearing on this Agreement in accordance with applicable law.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Owner agree as follows:

ARTICLE I

INCORPORATION OF RECITALS AND EXHIBITS

1.1 **Incorporation of Recitals.** The Recitals herein above set forth are incorporated into and made a part of this Agreement.

1.2 **Incorporation of Exhibits.** The Exhibits attached hereto are incorporated into and made a part of this Agreement.

ARTICLE II

ANNEXATION AND ZONING OF THE PROPERTY

2.1 **Submission of Petition to Annex and Zone.** Upon the execution of this Agreement, Owner shall submit a written petition (“Petition”) to the City to annex and zone the Property pursuant to the terms and conditions of this Agreement. The Petition shall be prepared by the Owner at its cost and expense and shall be signed under oath by the Owner and by at least fifty-one percent (51%) of the electors residing within the Property. The Petition shall be irrevocable and will be held in trust by the City until such time as the Property becomes contiguous to the corporate limits of the City (hereinafter referred to as the “Triggering Event”). Upon the occurrence of the Triggering Event, the Petition shall be officially considered by the City and an annexation ordinance shall be enacted in accordance this Agreement and the applicable provisions of the Municipal Code. Owner agrees to fully cooperate in the process of annexing and zoning the Property in accordance with this Agreement.

2.2 **Annexation of the Property.** In furtherance of the Petition, the City shall, subject to the terms and conditions of this Agreement, do all things necessary and appropriate to cause the Property to be annexed to the City and to comply with the provisions of this Agreement and the applicable provisions of the Municipal Code. In particular, the City shall pass and approve an ordinance annexing the Property to the City and shall record as necessary the ordinance annexing the Property, including an annexation plat (as hereafter described), and record or file any other documents as may be necessary to effectuate the terms of this Agreement. The City shall prepare

and serve at its sole cost and expense any notices as required by law for any township road district, fire protection district, library district, or other taxing districts or officials. The City shall further prepare at its sole and expense an annexation plat including a legal description of the Property and depicting the relationship of the boundaries of the Property prior to its annexation to the then-existing corporate limits of the City.

2.3 **Zoning of the Property.** In furtherance of the written petition described in Section 2.1 of this Agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary and appropriate to cause the Property to be zoned so that, following annexation of the same, the Property is zoned B-1 General Business under the Zoning Ordinance. In connection therewith, the City shall at its sole cost and expense prepare and serve any notices required by law and prepare all maps, drawings and legal descriptions required under the City Code in respect of the zoning of the Property prior to consideration by the City. The zoning process shall proceed in accordance with the regular schedule of the City's Plan Commission and the City Council. Notwithstanding anything to the contrary in this Section 2.3, the then-existing use of the Property immediately preceding annexation, to the extent not compatible with the permitted uses under the City's B-1 General Business zoning classification, shall be allowed as a lawful non-conforming use until such time as the use of the Property is changed.

2.4 **Amendment of Zoning Classification.** The Owner retains the right to petition to amend the zoning classification of the Property to be reasonably consistent with future developments in areas adjacent to the Property in accordance with the Zoning Ordinance and without amendment of this Agreement. The City shall, in due and normal course, process each such request of the Owner in accordance with the procedures of the Zoning Ordinance.

ARTICLE III

CONNECTION TO THE PUBLIC SEWER SYSTEM

3.1 **Permission to Connect.** Upon the execution of this Agreement, Owner shall be permitted to submit an application for service and connection to the City's Public Sewer System. Connection shall be made in accordance with the applicable provisions of the City Code and Owner shall be required to pay all application and hook-up fees associated with the same.

3.2 **Rates and Charges.** Until the annexation of the Property to the City, Owner shall pay the rates established from time to time by the City for service to customers of the Public Sewer System located outside City limits.

3.3 **Imposition of Sales Tax.** Owner agrees that the City shall be authorized to impose and collect a tax (or receive an equivalent payment) on the sale of any goods or groceries sold at retail on the Property, provided that such payment shall be no greater than that imposed on any other retail business located within the corporate limits of the City pursuant to applicable law.

ARTICLE IV

TERM

4.1 **Term.** This Agreement shall be binding upon the parties and their respective grantees, heirs, successors and assigns for a period of twenty (20) years, commencing as of the date hereof. Notwithstanding the foregoing, the parties may extend or modify the term of this Agreement by written agreement.

ARTICLE V

GENERAL PROVISIONS

5.1 **Breach and Opportunity to Cure.** Before any failure of either party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence.

5.2 **Enforcement.** The terms and conditions of this Agreement shall be specifically enforceable by the parties hereto. In the event of litigation initiated by either party for the purpose of seeking enforcement of this Agreement, the Court shall award reasonable attorneys' fees and costs to the prevailing party, whether such fees are incurred for purposes of negotiation, trial or appellate practice. A party will be deemed to have prevailed if it obtains a judgment or settlement which substantially provides the relief sought by such party as determined by the Court. Any litigation initiated by either party for the purpose of seeking enforcement of this agreement shall be filed in the Circuit Court of Whiteside County, Illinois.

5.3 **Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties including in the case of the City, by the adoption of an ordinance or resolution of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest. Any language of this section which is inconsistent with Illinois law at the time such language is being construed regarding amendment of annexation agreements is hereby agreed by the parties as void.

5.4 **Waiver.** A waiver by either party of a breach by the other of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such covenant, condition or right.

5.5 **No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

5.6 **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, heirs, successors and assigns, and shall constitute a covenant running with the land.

5.7 **City Jurisdiction.** From and after the date of this Agreement, the Property is subject to the ordinances, control and jurisdiction of the City in all respects the same as property that lies within the City's corporate limits; provided that the Owner may continue to utilize the Property in the manner in which it is utilized as of the date of this Agreement.

5.8 **Consent.** Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

5.9 **Paragraph Headings.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

5.10 **Severability.** If any provision, covenant or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants or portion of this Agreement are declared to be severable).

5.11 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

5.12 **Notices.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third (3rd) day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

To the City:

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

with a copy to:

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

To Owner:

Brummel Real Estate Holdings, LLC
Attn: Manager
3309 W. Rock Falls Rd.
Rock Falls, IL 61071

with a copy to:

Emily Vivian
Ehrmann Gehlbach Badger & Considine, LLC
114 E. Everett St.
Suite 300
Dixon, IL 61021

or to such replacement parties as may from time to time be identified by written notice.

5.13 **Mutual Assistance.** The City and the Owner shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the parties hereto as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the City's and the Owner's compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

5.14 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

5.15 **Recordation of Memorandum of Agreement.** The City, at its sole cost and expense, may cause a memorandum of this Agreement (in a form and substance to be reasonably agreed upon by the Parties) to be recorded with the Whiteside County Recorder of Deeds.

(signatures of the parties to appear on the following page)

IN WITNESS WHEREOF, the City and the Owner have caused this Annexation Agreement to be executed effective as of the day and year first above written.

CITY OF ROCK FALLS

By _____
Mayor

Attest:

City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF WHITESIDE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that Rodney Kleckler and Pam Martinez, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, as Mayor and City Clerk of the City of Rock Falls, respectively, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2024.

Notary Public

SIGNATURE PAGE TO ANNEXATION AGREEMENT

BRUMMEL REAL ESTATE HOLDINGS, LLC,
an Illinois limited liability company

By: _____
Its: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF WHITESIDE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, as Manager of Brummel Real Estate Holdings, LLC, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Exhibit A

(Legal Description of the Property)

A part of the Southeast Quarter of Section 30, Township 21 North, Range 7 East, of the 4th P.M., Whiteside County, Illinois, bounded and described as follows, to wit: Beginning at a point on the South line of said Southeast Quarter of Section 30, said point being South 89°18'20" West, a distance of 380.41 feet from the Southeast corner thereof; thence North 00°44'24" East, a distance of 586.88 feet North; thence North 88°37'25" West, a distance of 321.85 feet; thence South 01°26'05" East, a distance of 302.63 feet; thence North 88°14'36" East, a distance of 154.72 feet; thence South 01°21'31" East, a distance of 298.62 feet to the South line of said Southeast Quarter of Section 30; thence North 89°18'20" East, along said South line, a distance of 144.88 feet to the point of beginning.

PIN: 11-30-426-013

CITY OF ROCK FALLS

ORDINANCE NO. 2024-2663

**ORDINANCE AMENDING CHAPTER 26
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO SIDEWALK SNOW REMOVAL
WITHIN THE DOWNTOWN BUSINESS AREA**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS ___ DAY OF _____, 2024

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ___ day of _____, 2024.

ORDINANCE NO. 2024-2663

**ORDINANCE AMENDING CHAPTER 26
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO SIDEWALK SNOW REMOVAL
WITHIN THE DOWNTOWN BUSINESS AREA**

WHEREAS, Section 11-80-13 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.), provides that municipalities may regulate and require the owners or occupants of any premises to keep abutting sidewalks free from snow and other obstructions; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City of Rock Falls (the “City”) have discussed the needs of the City with respect to the removal of snow and other obstructions from sidewalks; and

WHEREAS, the Mayor and City Council of the City have determined it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to the removal of snow and other obstructions from sidewalks, all as more specifically set forth herein.

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

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

SECTION 2: Chapter 26, Article I, Section 26-25 of the Rock Falls Municipal Code, as amended, shall be amended and restated to read as follows:

“Sec. 26-25. – Sidewalk snow removal.

Owners and occupants of property fronting or abutting a paved, public sidewalk within the city’s downtown business area (as defined in Section 18-159) shall, within 24 hours after a snowfall or freezing precipitation, remove any snow or ice from such sidewalk or, if the snow or ice are too hard to remove, cover the sidewalk with salt or an abrasive material. The city may contract for the removal of the snow or ice if the owner or occupant fails to do so and, in that event, the owner or occupant shall be responsible for the cost of such removal and shall reimburse the city therefor. In addition, an owner or occupant found guilty of a violation of this section shall be punished by a fine of not less than \$100.00 nor more than \$750.00.”

SECTION 3: In all other respects, Chapter 26, Article I of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this ordinance shall become effective upon its passage.

SECTION 5: 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 6: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this ____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2664

**ORDINANCE AMENDING CHAPTER 32
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO UTILITY RATE INCREASES**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS ___ DAY OF _____, 2024

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ___ day of _____, 2024.

**ORDINANCE AMENDING CHAPTER 32
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO UTILITY RATE INCREASES**

WHEREAS, the City of Rock Falls (“City”) owns and operates its own municipal utilities for the provision of water, sewer and electric services to residents and customers of the City; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-117-1, permits the City to fix the rates and charges for products sold and the services rendered by any public utility owned and operated by it within the City limits and to make all needful rules and regulations in relation thereto; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City have discussed the needs of the City with respect to increasing the monthly charges for the provision of such utility services by the City; and

WHEREAS, a rate study was completed and recommendations were developed from said rate study which the Mayor and City Council of the City wish to implement; and

WHEREAS, the Mayor and City Council of the City have determined it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to monthly utility charges, all as more specifically set forth herein.

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

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

SECTION 2: Chapter 32, Article III, Section 32-87(b)(1) through (b)(4) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-87. – Single-family residential dwellings, commercial and industrial users.

...

- (1) The following table specifies the rates and components of rates for all meter readings taken and billings on or after May 1, 2024, and through April 30, 2025:

Debt service charge	\$4.85
Customer service charge for capital improvements	\$3.50
Basic user charge	\$13.25
Basic user rate	\$5.45

- (2) The following table specifies the rates and components of rates for all meter readings taken and billings on or after May 1, 2025, and through April 30, 2026:

Debt service charge	\$5.29
Customer service charge for capital improvements	\$3.94
Basic user charge	\$13.80
Basic user rate	\$5.65

- (3) The following table specifies the rates and components of rates for all meter readings taken and billings on or after May 1, 2026, and through April 30, 2027:

Debt service charge	\$5.73
Customer service charge for capital improvements	\$4.38
Basic user charge	\$14.35
Basic user rate	\$5.85

- (4) The following table specifies the rates and components of rates for all meter readings taken and billings on or after May 1, 2027, and through April 30, 2028:

Debt service charge	\$6.16
Customer service charge for capital improvements	\$4.81

Basic user charge	\$14.90
Basic user rate	\$6.04

- (5) The following table specifies the rates and components of rates for all meter readings taken and billings on or after May 1, 2028, and through April 30, 2029:

Debt service charge	\$6.60
Customer service charge for capital improvements	\$5.25
Basic user charge	\$15.45
Basic user rate	\$6.24

”

SECTION 3: Chapter 32, Article III, Section 32-87(c)(1) through (c)(4) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-87. – Single-family residential dwellings, commercial and industrial users.

...

- (1) For all meter readings taken and bills rendered up on or after May 1, 2024, and through and including April 30, 2025, rates and charges shall be determined in accordance with the following table:

Meter Size (in inches)	Minimum Monthly Charge	Water Usage Allowance Included in Minimum (in cubic feet)
5/8	\$21.60	300
¾	\$26.95	400
1	\$43.40	700
1½	\$87.00	1,500
2	\$135.95	2,400
3	\$250.50	4,500
4	\$414.00	7,500
6	\$822.75	15,000

For all water used and consumed, as determined by water meter readings, in excess of the allowance included in the minimum charge, a charge of \$5.45 per 100 cubic feet per month shall be applied.

- (2) For all meter readings taken and bills rendered up on or after May 1, 2025, and through and including April 30, 2026, rates and charges shall be determined in accordance with the following table:

Meter Size (in inches)	Minimum Monthly Charge	Water Usage Allowance Included in Minimum (in cubic feet)
5/8	\$23.03	300
¾	\$28.68	400
1	\$45.63	700
1½	\$90.83	1,500
2	\$141.68	2,400
3	\$260.33	4,500
4	\$429.83	7,500
6	\$853.58	15,000

For all water used and consumed, as determined by water meter readings, in excess of the allowance included in the minimum charge, a charge of \$5.65 per 100 cubic feet per month shall be applied.

- (3) For all meter readings taken and bills rendered up on or after May 1, 2026, and through and including April 30, 2027, rates and charges shall be determined in accordance with the following table:

Meter Size (in inches)	Minimum Monthly Charge	Water Usage Allowance Included in Minimum (in cubic feet)
5/8	\$24.46	300
¾	\$30.31	400
1	\$47.86	700
1½	\$94.66	1,500
2	\$147.31	2,400
3	\$270.16	4,500
4	\$445.66	7,500
6	\$884.41	15,000

For all water used and consumed, as determined by water meter readings, in excess of the allowance included in the minimum charge, a charge of \$5.85 per 100 cubic feet per month shall be applied.

- (4) For all meter readings taken and bills rendered up on or after May 1, 2027, and through and including April 30, 2028, rates and charges shall be determined in accordance with the following table:

Meter Size (in inches)	Minimum Monthly Charge	Water Usage Allowance Included in Minimum (in cubic feet)
5/8	\$25.87	300
¾	\$31.91	400
1	\$50.03	700
1½	\$98.35	1,500
2	\$152.71	2,400
3	\$279.55	4,500
4	\$460.75	7,500
6	\$913.75	15,000

For all water used and consumed, as determined by water meter readings, in excess of the allowance included in the minimum charge, a charge of \$6.04 per 100 cubic feet per month shall be applied.

- (5) For all meter readings taken and bills rendered up on or after May 1, 2028, and through and including April 30, 2029, rates and charges shall be determined in accordance with the following table:

Meter Size (in inches)	Minimum Monthly Charge	Water Usage Allowance Included in Minimum (in cubic feet)
5/8	\$27.30	300
¾	\$33.54	400
1	\$52.26	700
1½	\$102.18	1,500
2	\$158.34	2,400
3	\$289.38	4,500
4	\$476.58	7,500
6	\$944.58	15,000

For all water used and consumed, as determined by water meter readings, in excess of the allowance included in the minimum charge, a charge of \$6.24 per 100 cubic feet per month shall be applied.”

SECTION 4: Chapter 32, Article III, Section 32-122(b) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Section 32-122 – Bulk purchasers of water; rates.

...

- (1) A debt service charge of \$5.29 per purchaser effective May 1, 2025; \$5.73 per purchaser effective May 1, 2026; \$6.16 per purchaser effective May 1, 2027; and \$6.60 per purchaser effective May 1, 2028 for each month when purchases are made, but provided that the debt service charge shall not be charged to any purchaser who, at the time of the purchase, is a residential water customer of the City waterworks supply system; plus
- (2) A charge of \$5.65 effective May 1, 2025; \$5.85 effective May 1, 2026; \$6.04 effective May 1, 2027; and \$6.24 effective May 1, 2028, per unit of purchase or part thereof, per purchase, where a unit equals 750 gallons of water; plus
- (3) A customer service charge for facilities and capital improvements of \$3.94 effective May 1, 2025; \$4.38 effective May 1, 2026; \$4.81 effective May 1, 2027; and \$6.24 effective May 1, 2028 for each purchase made. ”

SECTION 5: The tables set forth in Chapter 32, Article IV, Section 32-304(c)(1), (c)(2) and (e)(2) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-304. – Basis, rates and charges for sewerage service.

...(c)(1)

a	b	c	d	e	f	g
Effective Date	DS	CI	BC	R	RC	P
Pre-existing	\$0.00	\$6.00	\$21.46	\$6.70	\$25.50	\$0.85
10-1-24	\$0.00	\$7.25	\$21.86	\$6.82	\$25.50	\$0.85
05-01-25	\$0.00	\$8.45	\$22.26	\$6.95	\$25.50	\$0.85
05-01-26	\$0.00	\$9.65	\$22.65	\$7.07	\$25.50	\$0.85

05-01-27	\$0.00	\$10.85	\$23.05	\$7.20	\$25.50	\$0.85
05-01-28	\$0.00	\$12.00	\$23.45	\$7.32	\$25.50	\$0.85

...(c)(2)

a	b
Effective Date	Rate per 100 Cubic Feet
Pre-existing	\$2.28
10-01-24	\$2.28
05-01-25	\$2.28
05-01-26	\$2.28
05-01-27	\$2.28
05-01-28	\$2.28

...(e)(2)

a	b	c	d	e
Effective Date	Residential with 1 Resident	Residential with 2 Residents	Residential with 3 or More Residents	Commercial
Pre-existing	\$73.27	\$88.37	\$103.47	\$103.47
10-01-24	\$75.32	\$90.66	\$106.00	\$106.00
05-01-25	\$77.27	\$92.87	\$108.47	\$108.47
05-01-26	\$79.18	\$95.02	\$110.86	\$110.86

05-01-27	\$81.14	\$97.24	\$113.34	\$113.34
05-01-28	\$83.01	\$99.35	\$115.69	\$115.69

“

SECTION 6: The tables set forth in Chapter 32, Article IV, Section 32-313(b) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-313. – Service outside city limits; requirements; rates.

(b)...

Effective Date	Residential with 1 Resident	Residential with 2 Residents	Residential with 3 or More Residents
Pre-existing	\$146.54	\$176.74	\$206.94
10-01-24	\$150.64	\$181.32	\$212.00
05-01-25	\$154.54	\$185.74	\$216.94
05-01-26	\$158.36	\$190.04	\$221.72
05-01-27	\$162.28	\$194.48	\$226.68
05-01-28	\$166.02	\$198.70	\$231.38

”

SECTION 7: In all other respects, Chapter 32, Articles III and IV of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

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

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

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

Approved this ____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

AYE

NAY



WILLETT HOFMANN
& ASSOCIATES INC

ENGINEERING ARCHITECTURE LAND SURVEYING

August 29, 2024

Mayor Rod Kleckler and Alderpersons
City of Rock Falls
603 West 10th Street
Rock Falls, Illinois 61071

Re: **Hydro Plant Steel Plate Beam Guardrail Replacement
Award Recommendation**

Dear Mayor Kleckler and Alderpersons:

Proposals for your Guardrail Replacement project were opened at City Hall at 9:00 A.M. on Thursday August 29, 2024. A total of one (1) proposal was received.

The proposal was opened, and the total amount bid was read aloud. A tabulation of bids was later completed and verified in our office and is attached for your review.

BIDDING IRREGULARITIES

There were no bidding irregularities.

COST

The cost estimate based on completed plans was \$20,400.00. The low bid of \$27,600.00 was \$7,200.00 and 35.2% over our estimate.

RECOMMENDATION

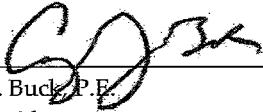
We recommend that the City of Rock Falls' Guardrail Replacement Construction project be awarded to O'Brien Civil Works, Inc., 2963 W. Mud Creek Road, Mt. Morris, IL 61054, for their bid of \$27,600.00.

Please feel free to call if you have any questions.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY


Corey J. Buck, P.E.

Vice President

General Manager, Sterling Office

Enclosure

cc: Robbin Blackert, City Administrator w/encl.

Michelle Conklin, Clerk w/encl.

WHA 1780Z24 file

212 3rd Avenue, Sterling, IL 61081 T: (815) 626-3861 F: (815) 284-3385

Steel Plate Beam Guardrail Replacement

WHA No. 1780Z24

Contractor				Engineer's Estimate		O'Brien Civil Works		
				\$20,400.00		2963 W. Mud Creek Road		
						Mt. Morris, IL 61054		
Addenda Acknowledgement (1)						N.A.		
Signed Proposal						Yes		
Bid Bond						Yes		
No.	Item	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Pr
1	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6' POSTS	120	FOOT	\$ 170.00	\$ 20,400.00	\$ 230.00	\$ 27,600.00	\$
TOTAL BID PROPOSAL					\$ 20,400.00		\$ 27,600.00	

From Estimate: \$ 7,200.00
35.3%

BURKE EXCAVATING INC.

burkeexinc@gmail.com

Re: 303 14th Ave Rock Falls

202 E. 4th Rock Falls

8/14/2024

We propose the following:

- 1.) Complete removal of houses at the above address.**
- 2.) Basement floor to be left in place and broken up.**
- 3.) House material disposed of in an approved EPA approved landfill.**
- 4.) Side seeded at completion.**
- 5.) Sewer and water line disconnection in accordance with RF regs.**
- 6.) No large tree removal included.**
- 7.) Completion date by 10/15/2024**
- 8.) Bid Price is \$23,000.00 each house.***

Sincerely,

Patrick. M. Burke

BURKE EXCAVATING INC.

***Terms Net 30 after Completion.**

NOTICE TO BIDDERS
DEMOLITION OF STRUCTURE

The City of Rock Falls, Illinois will be receiving SEALED BIDS until 10:30 a.m. August 13, for the demolition of the residence located at 303 14th Ave. All decks, sidewalks, drives, Fences, garages and out buildings and removal of all debris. All concrete to be removed 2 foot below grade. Site to be filled and graded with a minimum of 12 inches of top soil. Sanitary sewer lines to be disconnected and capped at the Main. Water lines to be disconnected at the stop box by an Illinois licensed plumber per the City of Rock Falls Codes. Basement floors to be fractured to allow drainage. Removal of all volunteer trees and bushes. All Local State and Federal laws must be followed. Site to be cleared of all rubbish, trash brush and debris. **Demolition project to be completed by October 1st 2024.** Contractor is responsible for all required permits.

The City of Rock Falls, Illinois will be receiving SEALED BIDS until 10:30 a.m. August 13, for the demolition of the residence located at 202 E 4th. All decks, sidewalks, drives, Fences, garages and out buildings and removal of all debris. All concrete to be removed 2 feet below grade. Site to be filled and graded with a minimum of 12 inches of top soil. Sanitary sewer lines to be disconnected and capped at the Main. Water lines to be disconnected at the stop box by an Illinois licensed plumber per the City of Rock Falls Codes. Basement floors to be fractured to allow drainage. Removal of all volunteer trees and bushes. All Local State and Federal laws must be followed. Site to be cleared of all rubbish, trash brush and debris. **Demolition project to be completed by October 1st 2024.** Contractor is responsible for all required permits.

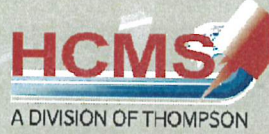
Contractor agrees that not less than the prevailing rate of wages, as found by the Department of Labor of the State of Illinois, shall be paid to all laborers, and all work performed under this contract shall be subject to compliance with the Illinois Prevailing Wage Act. The prevailing rate of wages are revised by the Illinois Department of Labor, and are available on the Department's official website. The City of Rock Falls reserves the right to reject any or all bids.

All sealed bids should be addressed to the City Clerk, 603 West 10th Street, Rock Falls, Illinois. Along with "BID FOR DEMOLITION AND REMOVAL OF ALL DEBRIS AT 303 14thAve./202 E 4th, ROCK FALLS, ILLINOIS", and name and address of bidder. A Performance bond of 100% of the bid will be required upon award.

By order of City of Rock Falls, Illinois (Awarding Authority)
Pam Martinez, City Clerk



Thompson



Proposal for the City of Rock Falls, IL
Mechanical Shaft Seal Supply & Install



TABLE OF CONTENTS

Section 1 Company Overview

Section 2 Safety Performance

SECTION 1: COMPANY OVERVIEW

Thompson Construction Group, Inc. is a privately held, progressive company headquartered in Sumter, South Carolina, serving Southeastern markets. We provide innovative, practical, and high-quality construction, maintenance services and operations support to industrial, commercial, and governmental clients. Our experienced team has developed an outstanding reputation in these markets through years of delivering quality services, on time, with competitive pricing.

Thompson Construction Group, Inc. was formed by Greg A. Thompson and Lewis E. Thompson in 1986. Thompson has three regional service offices located in Columbia, Greenville, and North Charleston, South Carolina. Having four strategically placed locations, including the corporate headquarters, Thompson can deliver large-scale services to industrial clients in a way that moves their business forward. Thompson has the expertise needed for your next project, whether it may be a new construction, a retrofit, maintenance services or operations support. Our specialists deliver the highest caliber of quality, safety, and efficiency in executing a wide array of work.

SERVICES

Thompson combines proven experience with expertise in several specialties that are critical to quality industrial construction. The result is a high level of competency in delivering solutions to clients that directly supports their business objectives.

- Concrete
- Power Services
- Code Welding
- Steel Erection/Rigging
- Buildings
- Equipment Erection
- Piping
- Disaster Recovery
- Hydro Consulting and Maintenance Services (HCMS)

MAINTENANCE & OPERATIONS SUPPORT

Thompson can provide cost-efficient support to our customers on an ongoing basis through facilities maintenance, production equipment maintenance, and production support personnel. This strategy allows our customers to focus on their core competencies while leaving maintenance issues to people who specialize in that function.

A CULTURE OF SAFETY

Thompson puts safety at the forefront of all we do, regardless of client size or scope. Our principle of doing business extends from top management down to shop floor. We worked deliberately to develop a culture where safety comes first, and we are fully committed to sustaining it. As a result, we have zero tolerance for practices that do not promote a safe workplace.

SECTION 2: SAFETY PERFORMANCE

THOMPSON CONSTRUCTION SAFETY

Thompson Construction Group is committed to ensuring that each person who steps onto one of our sites will work safely and go home each day free from injury. This commitment ensures all our customers, subcontractors, and employees have the safest working environment. Our safety culture is based on education and accountability starting with senior leadership and filtering to every level within the organization, including subcontractors. We put this into practice through the following safety policies:

SITE SAFETY PLANS

All Thompson job sites have a site-specific safety plan that starts with hiring and training the right teammates for the task. All Thompson and selected subcontractor supervisors participate in Front Line Leadership training to ensure each leader is inspired and ready to engage in our safety culture. This includes the importance of our continuous improvement model: pre-task planning (PTP), serious injuries and fatalities (SIF) assessments, no-harm events (NHE), and steering teams. The site safety plan is developed in coordination with the client, who provides critical input for the plan.

SUBCONTRACTOR MANAGEMENT

Subcontractors who perform work for Thompson are held to the same safety requirements and standards as all other Thompson employees. Constant communication and job inspections are completed to ensure cooperation and compliance.

CONTINUOUS IMPROVEMENT (PRE-TASK PLANS, SIF ASSESSMENTS, DASHBOARDS)

We strongly believe in the proactive planning of daily work, that is why before any work is performed, Pre-task Plans (PTPs) are completed. A PTP is a communication tool for supervisors and their crews. It is verbally reviewed prior to work and updated as tasks change throughout the day. PTPs allow all teammates to understand the hazards and control measures associated to perform the job safely. To ensure our front-line leaders perform this exercise thoughtfully, we execute periodic PTP audits to help coach and train leaders in effective documentation and communication.

Over the past several years, Thompson has focused on the prevention of serious injuries and

fatalities (SIFs). All supervision is equipped with a checklist of control measures for each high-risk task performed. We conduct routine SIF assessments (checklists) to ensure all controls are in place during each high-risk task performed. The purpose of this exercise is to find, fix, and report unsafe acts and conditions before it turns into an incident.

INTELEX SOFTWARE

Thompson employees and selected subcontractors use Intelix web-based management software for live safety reporting. Intelix provides web and mobile applications that allow all frontline workers to input data and immediately see real-time results. PTPs, SIF assessments, and no-harm events are logged daily and monitored by Thompson's Safety and operational divisions.

ACCIDENT PREVENTION, REPORTING, AND INVESTIGATION

All Thompson employees and contractors who work on Thompson sites have a personal responsibility to prevent accidents and are equipped with Stop Work Authority. All incidents and no harm events are reported to ensure we investigate and learn from all opportunities. The learnings and best practices are shared throughout all Thompson sites to prevent similar incidents from reoccurring.

SAFETY STEERING TEAMS

We perform weekly steering team meetings to give our field experts a voice to improve our culture. During these meetings, we review our engagement levels, findings, incidents, and ideas in efforts to advance our safety performance on site.

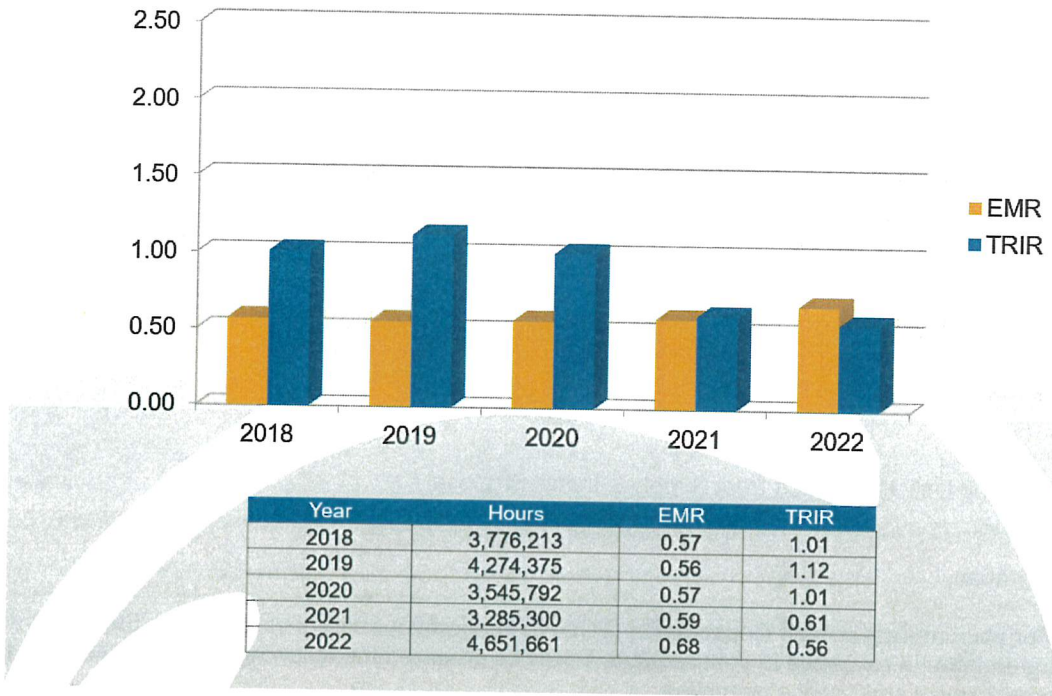
CRAFT TRAINING

Craft training begins at the onset of employment with New Employee Safety Orientation. During this training, safety expectations are communicated for all aspects of job performance. Safety training continues at the job site, where task-specific training courses are completed prior to job start. Thompson has developed more than 21 craft specific training courses to qualify employees on safe operation on equipment.

Safety meetings, training, and communication are also completed monthly, weekly, and often daily on specific topics.

SAFETY BY THE NUMBERS

Safety Performance



Attachment 1: Mechanical Shaft Seal Supply & Install Proposal

Attachment 2: Standard Terms and Conditions

Attachment 3: Field T&M Rates 2024



1800 West King Street
West York, PA 17404
717 747-1402
717 747-1404 fax
www.thompsonsoutheast.com

Via Electronic Submittal

August 19, 2024

Larry Hanrahan
Electrical Director
City of Rock Falls
1109 Industrial Park Rd.
Rock Falls, IL 61071
P: 815.716.0122

RE: Upper Sterling Unit 1 & 2 Shaft Seal Supply & Install Proposal

Dear Mr. Hanrahan,

Thank you for your interest in TCG Construction (TCG) to support your efforts at the Upper Sterling Hydroelectric Station. In response to your request, TCG has prepared the following proposal to supply and install new mechanical shaft seal assemblies.

We have utilized our extensive experience with similar projects to provide the City of Rock Falls with a detailed, competitive, and complete proposal for review.

Base Scope of Work

- Chesterton Mechanical Shaft Seal Assembly
 - Quantity 2 split assemblies
 - Chesterton part number 442 315M SA RSC/RSC S FKM
- Shaft Seal Mounting Adapter Plate Assembly
 - Quantity 2 split assemblies
 - ASTM A36 steel or equivalent
 - Fabrication and machining per Thompson HCMS drawing # 7868-Q-RF1
 - Coating of non-sealing surfaces with 2-part epoxy suitable for river water submersion
- Shaft Seal Leakage Catch Basin Assembly and Slinger Ring
 - Quantity 2 split catch basin assemblies, 2 slinger rings
 - ASTM A36 steel or equivalent
 - Fabrication and machining per Thompson HCMS drawing # 7868-Q-RF2
 - Coating of non-sealing surfaces with 2-part epoxy suitable for river water submersion
- Chesterton Polymer Alloy Blend Industrial Coating
 - Quantity required to restore surface of shaft to mount new shaft seal for both units
 - Chesterton part number ARC 10

- **Additional New Components**
 - Associated hardware: Split hardware and dowels for mounting adapter plate assembly, hardware to mount adapter plate to existing inner gate barrel, all hardware for installing and mounting new shaft seal to adapter plate. Flexible hoses for water supply and drainage.
 - Miscellaneous O-rings and sealants for new components
- **Other Included Items**
 - Crating for new components
 - Rust inhibitor application for new component storage
 - Shipping to Rock Falls, IL
- **On-site Labor for each unit**
 - Removal of existing Sterling shaft seal components
 - Removal of existing mounting adapter plate
 - Cleaning of existing surfaces associated with proper shaft seal installation
 - Application of Chesterton ARC 10 to restore shaft surface profile
 - Installation of new split mounting adapter plate
 - Installation of new Chesterton mechanical shaft seal assembly
 - Installation of new Shaft seal leakage catch basin and slinger ring

Optional Scope of Work

- **Chesterton Mechanical Shaft Seal Spare Parts Kit**
 - Quantity 2 kits
- **Cavitation Repair on both Runners**
 - Includes 20 hours of labor per unit, all welding equipment, wire, abrasives & gases
 - Repairs exceeding the budgeted amount of time per unit will be charged per the attached T&M rates

Schedule

- **Estimated Delivery of Parts:**
 - Chesterton Mechanical Shaft Seal Assembly – 30 weeks ARO
 - Shaft Seal Mounting Adapter Plate – 8 weeks ARO
 - Shaft Seal Leakage Catch Basin & Slinger Ring – 12 weeks ARO
- **Estimated Installation Duration Per Unit:**
 - 11 working days each, based on (6) 10-hour workdays per week
 - 1 mobilization, pricing assumes both units can be worked on back-to-back without requiring demobilization of crew and tools

Pricing

- Total price for listed Base Scope of Work: **\$558,750**
- Total price for Chesterton Spare Parts Kits: **\$103,250**
- Total price for Cavitation Repairs on Runner: **\$40,895**
- Proposal pricing is valid for 30 days.

Mr. Larry Hanrahan
August 19, 2024
Page 3

- Payment Terms:
 - Net 30 days
 - 50% due upon receipt of order
 - 35% due upon delivery of goods to site
 - 15% due upon completion of seal installation at site

Pricing Clarifications

1. TCG's standard commercial clarifications and insurance certificate are included herein.
2. Labor pricing is in accordance with Whiteside County, Illinois prevailing wage rates posted on 7/15/2024.
3. Itemized pricing is predicated upon receipt of total order, and subject to change upon receipt of partial order.
4. Pricing provided does not include taxes. Sales tax will be added to invoice, or a tax exemption form shall be provided with purchase order.
5. If required, a confined space rescue team will be provided by the plant owner.

Closing

TCG appreciates the opportunity to quote this work for you during this important outage. If you have any questions or comments, please contact the undersigned at your earliest convenience.

Please keep TCG in mind for all your hydroelectric turbine service and repair needs in the future.

Best Regards,

David Trought
Engineering Manager



Thompson

TCG Construction Group, Inc.
1800 W King St
York, PA 17404
Office: 717.747.1402
Cell: 814.335.9141



Standard Contractual and Commercial Clarifications

Thompson Construction Group, Inc. ("Thompson") offers its pricing provided elsewhere in its proposal subject to the following standard contractual and commercial clarifications and exceptions:

1. Thompson's price is valid for 30 days from the date of the proposal.
2. Thompson's price includes a 12-month warranty limited to materials of construction and workmanship. Thompson's price does not include Thompson providing a separate warranty on equipment provided by Thompson; such equipment shall be warranted by the equipment manufacturer/vendor. The equipment manufacturer/vendor's standard warranties will be assigned by Thompson to the Owner, and the Owner will be responsible for coordinating all equipment warranty issues and all cost associated therewith including all in/out costs related thereto. Thompson will assist and cooperate with Owner and/or Contractor in dealing with any manufacturer/vendor concerning such equipment warranty issues, but Thompson assumes no liability under such equipment warranty.
3. Thompson's price does not include performance, cavitation or other operation related guarantees.
4. Thompson will indemnify the Owner and its affiliates for personal injury and damage to property (other than the Work itself) to the extent such injury or damage results from the negligent actions or omissions of Thompson or others for whom Thompson is responsible. To the extent such damage or injury is also caused by or contributed to as a result of the fault of others for whom Thompson is not responsible, then responsibility for indemnification shall be fairly apportioned and allocated relative to the fault of the respective parties.
5. Thompson's overall liability for this assignment is limited to the value of the resulting purchase order.
6. Thompson does not accept incidental, indirect, or consequential damages and the purchase order shall include a waiver of such damages, including, without limitation lost revenues and profits, loss-of-use, and damages from business interruption, regardless whether sustained by Contractor, Owner, or others.
7. Thompson will invoice in accordance with a mutually determined schedule of values and will accept a retainage provision provided Thompson is paid-in-full within 30 calendar days of successfully completing the work.
8. Thompson's price does not include a letter of credit, a performance/payment bond or any other type of additional security.
9. Thompson's pricing does not include an allowance for liquidated damages.
10. Thompson's price includes the insurance shown on the attached insurance certificate.
11. Thompson's pricing is based upon readily-visible site conditions seen during the pre-bid site visits.

12. Thompson's price is based on Thompson being allowed an adjustment of time and/or compensation for the discovery of circumstances beyond Thompson's control and without its fault that impact performance of the work.
13. Thompson price is based upon the Owner and Contractor granting Thompson a day-for-day extension to the contract duration for:
 - a. Delays caused by Owner and others for whom Owner is responsible.
 - b. Delays caused by Contractor and others for whom Contractor is responsible.
 - c. Pandemic impacts on the availability of materials, labor and equipment.
14. All documents, equipment and intellectual property of Thompson and its suppliers/subcontractors will remain the sole property of same, but Thompson will provide a license for use of the same for operation and maintenance of Project (excluding reuse and duplication for other assignments/projects).
15. Thompson's price does not include identifying, testing or remediation services related to existing hazardous materials found/disturbed on the Owner's site, and Thompson's responsibility for hazardous materials is limited to those it brings to or generates at the site.
16. Should the purchase order be terminated for convenience, Thompson shall be reimbursed its total cost incurred to date and reasonable amounts to close-out the work and demobilize from the site plus a reasonable overhead and profit on all such charges.
17. Thompson's pricing is not subject to audit.
18. Thompson will provide lien waivers for the portions of the work for which Thompson has been paid or otherwise conditioned upon receipt of payment. For government projects, Thompson's price assumes that there is a payment bond in place to protect subcontractors and suppliers.
19. Thompson price is based upon addressing dispute first by executive negotiations, second by mediation, and, only if absolutely necessary, third through court or arbitration proceedings.
20. Thompson's price is based upon no flow-downs from any other agreement.
21. Thompson's price is based upon the procurement by Owner or Contractor of some reasonable amount of Builder's Risk or other All-Risk Property Insurance coverage for damage to the site property, including the work, during performance of the project with the Owner, Contractor, and all subcontractors having an interest in such policy and providing mutual waivers of subrogation with respect to such policy.
22. Thompsons proposal does not include provisions for lead or asbestos removal, supply or disposal of oil or fluids, taxes, dewatering/watering of unit, electrical supply, sand blasting, or extra work. These items can be included at an extra cost to the customer.
23. The new shaft seal arrangement will have the same, or less water leakage to the powerhouse drain as the previous design when new.



REIMBURSABLE RATES & TERMS*

The following rates and terms will apply to all work to be performed on a time and material basis. The billing rates for labor shown below are inclusive of all wages and salaries, payroll taxes and insurance, employee benefits, small tools (initial value less than \$1,000) and consumables, overhead, and profit.

<u>Classification</u>	<u>ST Rate</u>	<u>OT Rate</u>	<u>DT Rate</u>
Superintendent	\$146.52	\$214.04	\$298.36
Foreman	\$144.11	\$210.52	\$287.17
Hydroelectric Mechanic (HEM)	\$135.89	\$198.52	\$271.18
Project Manager	\$125.67	\$188.51	\$251.35
Technical Advisor	\$125.67	\$188.51	\$251.35
Project Engineer	\$125.67	\$188.51	\$251.35
Hydroelectric Specialist	\$175.00	\$262.50	\$350.00

Other costs associated with the work hereunder will be reimbursed as follows:

- Overtime rates will apply to all hours worked in excess of 8 hours in a single day, hours worked on Saturday, or hours over 40 in a single week.
- Double time rates will apply for all hours worked in excess of 60 hours per week, Sundays, and Holidays
- Travel time and standby time (due to delays by others) will be invoiced as straight-time or overtime depending on work hours accumulated that week. Travel mileage charged at current IRS rate.
- Minimum charge is eight hours plus applicable travel, per diem and other direct charges.
- I & C Tool Module @ \$450/day or \$2,150/week.
- HCMS Pick-Up Truck @ \$200/day or \$600/week.
- Per Diem (lodging and meals) at \$200/day (including weekends and holidays) for all site-based personnel – including travel days.
- Permanent materials, travel expenses (airfare, car rentals, etc.), transport of HCMS-furnished tools, consumables, subcontracts, fuel, third-party rental equipment/tools at actual cost, including freight, overhead and taxes, plus 15 percent.

NOTES:

* - On-site labor rates are per Whiteside County, Illinois prevailing wage rates posted on 7/15/24.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

8/13/2024

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:		FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE		
INSURED 1520035 Thompson Construction Group, Inc. Thompson Construction Group, Inc. dba Thompson Turner Construction 100 North Main Street Sumter SC 29150	INSURER A: Continental Casualty Company		20443
	INSURER B: The Continental Insurance Company		35289
	INSURER C: American Casualty Company of Reading, PA		20427
	INSURER D: Transportation Insurance Company		20494
	INSURER E: Arch Specialty Insurance Company		21199
	INSURER F:		

COVERAGES
CERTIFICATE NUMBER: 20833537

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL 7037009550	5/15/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BUA7037009497	5/15/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CUE7037028793	5/15/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC7037009516 WC7037009533-(CA) WC7037009547-(AZ,OR,WI)	5/15/2024 5/15/2024 5/15/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution/Professional Liability	Y	Y	CPP006880501	5/15/2024	5/1/2025	\$5,000,000 Occurrence \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Upper Sterling Unit 1 & 2 Shaft Seal Supply & Install Proposal

CERTIFICATE HOLDER
CANCELLATION See Attachment

 20833537
 City of Rock Falls
 1109 Industrial Park Rd
 Rock Falls IL 61071

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

 AUTHORIZED REPRESENTATIVE
 

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording per written contract.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.