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

March 18, 2025
5:30 p.m.

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

Public Hearing

- For the purpose of discussing the proposed water system improvements, which includes water treatment plant improvements, water tower painting and a water main looping project.

Audience Requests

Rock Falls Police Department

- Presentation of Officer of the Year Award

Community Affairs - Rock Falls Chamber of Commerce, Sam Smith President/CEO

Consent Agenda:

1. Approval of the minutes of the March 4, 2025, City Council Meeting
2. Approval of bills as presented
3. Approve Mayor's appointment of Alderman Nathan Stahr to the Police Fire Committee, Finance/Insurance/Investment Committee and the Tourism Committee
4. Approve Mayor's appointment of Donnie Chappel to the Fire Police Commission (term 03-18-2025 to 04-30-2028)
5. Authorize Mayor Kleckler to sign the Public Water Supply Loan Program's loan application forms and supporting documents

Resolutions:

1. Resolution 2025-932 – Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission (1606 5th Avenue)
2. Resolution 2025-933 – Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission (420 Haskell Avenue)

Ordinances 1st Reading:

1. Ordinance 2025-2689 – Amending Chapter 18 – Handicap Parking Designations on Avenue A

Ordinances 2nd Reading & Adoption:

1. Ordinance 2025-2686 – Adopting Revised Zoning Map
2. Ordinance 2025-2687 – Addition of Article VIII for the Implementation of a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax
3. Ordinance 2025-2688 – Amending Chapter 18 – Relating to Numbering Municipal Parking Lots

City Administrator Robbin Blackert:

1. Approval of request from Ben Phillips (Ben's Phresh Kutz Barbershop) to waive the City's Storm Water policy for construction of a barbershop at 217 2nd Avenue, Rock Falls
2. Approve updates to the City's Purchasing Policy
3. Approve the Engineering Services Agreement with Willett Hofmann & Assoc., 809 E 2nd Street, Dixon, IL 61021 in the amount of $52,000.00 for the Rehabilitation of the Industrial Park and Water Treatment Plant Water Towers
4. Approve the Engineering Services Agreement with Willett Hofmann & Assoc., 809 E 2nd Street, Dixon, IL 61021 in the amount of $109,000.00 for Water Treatment Plant Improvements

Information/Correspondence
Matt Cole, City Attorney
Corey Buck, City Engineer

Alderman Reports/Committee Chairman Requests

<u>Ward 1</u>
Alderman Bill Wangelin – Public Works/Public Property Committee Chairman/Tourism Committee

1. Recommendation from the Tourism Committee to approve the following road closures:
   a. Thursday, June 19, 2025 – Sick the Mag Rock Falls Block Party - 1pm to 10pm
   b. Saturday, June 28, 2025 – Touch A Truck concert – 2pm to 9pm
   c. Thursday, July 3, 2025 - Independence Day Celebration – 2pm to 11:30pm
   d. Saturday, July 12, 2025 – Eats 'N' Beats @ The District – 2pm to 11pm
   e. Saturday, August 23, 2025 – Art in the Park Sculpture Walk – 8am to 6pm
   f. Friday, September 26, 2025 – Taco Throwdown – 1pm to 11pm

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

<u>Ward 2</u>
Alderman Brian Snow – Building Code Committee Chairman/Utility Committee Vice Chairman

1. Recommendation from the Building Code Committee to approve the updated Building Valuation Data received from the International Code Council

Alderman Vickey Byrd

<u>Ward 3</u>
Alderman Steve Dowd – Police Fire Committee Chairman
Alderman Nathan Stahr

__Ward 4__
Alderman Violet Sobottka – Ordinance/License/Personnel/Safety Committee Chairman
Alderman Cathy Arduini

Mayor’s Report:

Executive Session:

1. Enter into Executive Session for the purposes of:
    a. Personnel – Section 2(c)(1) – Employee hiring, firing, compensation, discipline and performance

Any action taken from Executive Session

Adjournment

Next City Council Meeting – April 1, 2025, at 5:30 p.m.

Posted: March 14, 2025
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, ILLINOIS
WATER SYSTEM IMPROVEMENTS
IEPA PROJECT NOS. IL176937 AND IL176938

IEPA PUBLIC WATER SUPPLY REVOLVING FUND LOAN PROGRAM
PROJECT SUMMARY AND
PRELIMINARY ENVIRONMENTAL IMPACTS DETERMINATION

PUBLIC HEARING
MARCH 18, 2025
5:30 P.M.

INTRODUCTION

The purpose of this Public Hearing is to satisfy a public participation requirement for eligibility in the Illinois Environmental Protection Agency (IEPA) Public Water Supply Revolving Fund (WPCRF) Loan Program for the Water System Improvement projects.

Documents available on the Water System Improvement projects that are available for public inspection are:

1. Project Plan Report
2. IEPA Project Summary and Preliminary Environmental Impacts Determination document dated March 10, 2025.

The IEPA has reviewed the Project Plan Report and has determined the project to be technically sound and cost effective. The IEPA will approve the Project Plan at the close of the public comment period unless new information is received from public comments that would cause the IEPA to reconsider.

PROJECT NEED

- The high service pumps motor starters and associated electrical components are mounted outside near the pumps and are in poor condition and near the end of their expected useful life.
- The pre-filter detention tank needs to be rehabilitated. The concrete tank walls and floor have cracks that need to be repaired to maintain a watertight structure.
- The water storage tank at the water treatment plant is in need of major rehabilitation. The fill pipe, draw off pipe and the overflow pipe have major corrosion. The paint system will require spot repairs on the interior and exterior of the tank of localized paint failure and to repair the paint damaged during the replacement of the fill and overflow pipes.
- The water storage tank in the industrial park will require spot repairs of localized paint failure.
- The City has a dead end 12" diameter water main on Clearwater Drive that serves the wastewater treatment plant and the Riverside mobile home park. The water main needs to be looped to provide redundancy for the customers on the west side of the water distribution system.

PROJECT SCOPE AND LOCATION

Phase 1 Project (IL176937)

1. Water Treatment Plant – High Service Pumps

   - New motor control center and motor starters in the electrical room in the water treatment plant building.
   - New HVAC for electrical room to keep electrical equipment at proper temperature.
   - New disconnect switches for each high service pump.
   - New conduit and wiring from the new MCC panel to the disconnect switches and high service pump motors.

2. Water Treatment Plant – Pre-Filter Detention Tank

   - Pressure wash and clean the inside of the tank.
   - Repair the cracks in the concrete walls and floor.
   - Apply an NSF approved waterproof coating on the concrete walls and floor on the inside of the tank.
   - Install a temporary detention tank, high service pumps, piping, and pre-chlorination system for bypassing the detention tank to be rehabilitated.

3. Industrial Park Water Storage Tank

   - Pressure wash exterior of the tank.
   - Hand tool or blast paint failures on the exterior of the tank and apply new paint system.
   - Replace screen on the access tube.

4. Water Treatment Plant Water Storage Tank

   - Remove the existing fill line
   - Remove and replace the draw off line and overflow line.
   - Install new insulation and jacket on the draw off line.
   - Pressure wash the exterior of the tank.
   - Hand tool or blast paint failures on the interior and exterior of the tank.
   - Install new expansion joint on the draw off line piping.

Phase 2 Project (IL176938)

Construct a new 12” diameter water main on US Route 30, Clearwater Drive, and Antec Road to loop a dead end water main on Clearwater Drive. The major components of the water main loop are as follows:

- Water Main, 12” Dia. – 4,130 Feet
- Gate Valve, 12” Dia. – 11 Each
- Fire Hydrants – 10 Each

PROJECT COST ESTIMATE

Phase 1: $1,421,000

Phase 2: $848,000

PROJECT FINANCING

Phase 1 Project (IL176937)

The project financing loan terms below are based on the IEPA FY 2025 loan program.

Interest Rate: 1.0%
Loan Term: 20 Years
Principal Forgiveness: $1,008,910 (71% of total project cost)
Annual Payment: $22,900 (71% Principal Forgiveness)

Annual Payment: $39,400 (50% Principal Forgiveness)
Annual Payment: $85,800 (No Principal Forgiveness; Interest Rate: 1.87%; Term: 20 Years)

Phase 2 Project (IL176938)

The project financing loan terms below are based on the IEPA FY 2025 loan program.

Interest Rate: 1.0%
Loan Term: 20 Years
Principal Forgiveness: $602,080 (71% of total project cost)
Annual Payment: $13,700 (71% Principal Forgiveness)

Annual Payment: $23,500 (50% Principal Forgiveness)
Annual Payment: $51,200 (No Principal Forgiveness; Interest Rate: 1.87%; Term: 20 Years)

COST IMPACT TO USERS

- Average Residential Customer Water Usage: 411 cubic feet per month.
- Current Average Residential Monthly Water Bill: $27.65
- No additional water rate increase is required for the water system improvements.

ENVIRONMENTAL IMPACTS

Illinois Department of Natural Resources (IDNR) Endangered Species and Wetlands

- IDNR determined that the project was in compliance with the Illinois Endangered Species Act, Illinois Natural Areas Preservation Act, and the Illinois Wetlands Act.
- IDNR has concluded that adverse effects are unlikely.

IDNR State Historic Preservation Office (SHPO)

- SHPO reviewed the project for compliance with Section 106 of the National Historic Preservation Act.
- SHPO determined that no historic structures or properties would be affected by the project.

Tribal Consultation

- Multiple tribes were contacted in regard to this project. None of the tribal nations have provided responses. Any mitigation required by any of the tribal nations must be included in the construction documents.

PROJECT SCHEDULE

Phase 1 Project (IL176937)
Start Construction: November 2025
Complete Construction: August 2026

Phase 2 Project (IL176938)
Start Construction: November 2027
Complete Construction: November 2028

PUBLIC COMMENTS

The City will receive public comments concerning this project for a period of 10 days after the public hearing. Public comments can be made orally during the public hearing or in writing to Mr. Rodney Klecker, Mayor, City of Rock Falls, 603 W. 10th Street, Rock Falls, IL 61071 or to Lanina Clark, Illinois Environmental Protection Agency, Infrastructure Financial Assistance Section, P.O. Box 19276, Springfield, Illinois 62794-9276.

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 March 4, 2025, 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, Stahr, Arduini and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present.

Audience request:
None
Community Affairs: Rock Falls Chamber of Commerce, Sam Smith President/CEO
None

Consent Agenda:
Consent Agenda items 1-3 were read aloud by City Clerk Pam Martinez.
1. Approval of the minutes of February 18, 2025, City Council Meeting.
2. Approval of bills as presented.
3. Approve Mayor's appointment of Ed Cox to the Utility Committee (Term 03/01/2025 through 04/30/2030).

A motion was made by Alderwoman Sobottka to approve the Consent Agenda and second by Alderwoman McKanna.
Vote 8 aye, motion carried.

Ordinance 1st Reading:
1. Ordinance 2025-2686 – Adopting Revised Zoning Map
   A motion was made by Alderman Wangelin to approve the first reading of Ordinance 2025-2686 – Adopting Revised Zoning Map and second by Alderman Snow.
   Vote 8 aye, motion carried.
2. Ordinance 2025-2687 – Addition of Article VIII for the Implementation of a Municipal Grocery Retailer's Occupation Tax and a Municipal Grocery Service Occupation Tax
   A motion was made by Alderwoman McKanna to approve the first reading of Ordinance 2025-2687 – Addition to Article VIII for the Implementation of a Municipal Grocery Retailer's Occupation Tax and a Municipal Grocery Service Occupation Tax and second by Alderman Wangelin.
   Vote 8 aye, motion carried.
3. Ordinance 2025-2688 – Amending Chapter 18 – Relating to Numbering Municipal Parking Lots
   A motion was made by Alderman Snow to approve the first reading of Ordinance 2025-2688 – Amending Chapter 18 – Relating to Numbering Municipal Parking Lots and second by Alderwoman Sobottka.
   Vote 8 aye, motion carried.

Ordinances 2nd Reading and Adoption:

1. Ordinance 2025-2683 – Amending Chapter 26 – Residential Driveways and Curb Cuts.
   A motion was made by Alderman Wangelin to approve second reading and adoption of Ordinance 2025-2683 – Amending Chapter 26 – Residential Driveways and Curb Cuts and second by Alderwoman Sobottka.
   Vote 8 aye, motion carried.
2. Ordinance 2025-2684 – Amending Chapter 26 – Sidewalk Snow Removal within the Downtown Business Area.
   A motion was made by Alderwoman McKanna to approve second reading and adoption of Ordinance 2025-2684 – Amending Chapter 26 – Sidewalk Snow Removal within the Downtown Business Area and second by Alderwoman Sobottka.
   Vote 8 aye, motion carried.
3. Ordinance 2025-2685 – Amending Chapter 16 – Relating to Alcoholic Liquor Licenses
   A motion was made by Alderman Snow to approve second reading and adoption of Ordinance 2025-2685 – Amending Chapter 16 - Relating to Alcoholic Liquor Licenses and second by Alderman Wangelin.
   Vote 8 aye, motion carried.

City Administrator:
Reminder of Finance Meeting, March 25, 2025 – Budget meeting starts at 8:15 a.m.

City Attorney:
None

City Departments:
None

Alderman Reports / Committee Chairman Requests

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve the Letter / Notification Form for AMI Meter Base Upgrade and second by Alderman Wangelin.
Vote 8 aye, motion carried.

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve Line Clearance Tree Trimming Proposal with Intern, LLC, 18202 W. Union Road, Union, IL 60180 and second by Alderwoman Arduini.
Vote 8 aye, motion carried.

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve a Street Lighting Project in the amount of $26,800.00 through the IMEA Energy Efficiency Program and second by Alderman Wangelin.
Vote 8 aye, motion carried.

Mayor's Report:
None

Executive Session:

1. Enter into Executive Session for the purpose of:
   a. Personnel – Section 2(c)(1) – Employee hiring, firing, compensation, discipline, and performance.

   A motion was made by Alderwoman Sobottka to move into Executive Session and second by Alderwoman Arduini. (5:42 p.m.)
   Vote 8 aye, motion carried.

Any action taken from Executive Session:

A motion was made by Alderman Snow to approve the wage increase for the Paid On Call and Chaplain for the Fire Department and second by Alderwoman Arduini.
Vote 8 aye, motion carried.

A motion was made by Alderman Snow to approve the Tourism Paid volunteer and second by Alderwoman Arduini.
Vote 7 aye, 1 recused (Sobottka), motion carried.

A motion was made by Alderman Wangelin to adjourn and second by Alderwoman Arduini.
Vote via voice, all approved (5:47 p.m.)

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS
603 W 10th Street
Rock Falls, Illinois

3/18/2025 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	$5,002.53
Worker's Comp/General Liability	$140.00
General Fund	$64,233.02
Building Code Demolition Fund	$1,967.75
Industrial Development	$17,283.91
TIF - Downtown Redevelopment	$26,538.96
Electric	$229,401.55
Fiber Optic Broadband Fund/Taxable	$26,897.50
Sewer	$65,429.66
Water	$45,321.77
Garbage Fund	$48,523.63
Customer Service Center	$7,166.88
DUI Fund	$177.75
Drug Fund	$42.24
Motor Fuel Tax Fund	$14,045.59
Customer Utility Deposits	$104.92
	$552,277.66

Alderman McKanna
Alderman Wangelin
Alderman Byrd

INVOICES DUE ON/BEFORE 03/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM			
05	TOURISM		
2796	U.S. CELLULAR	5,768.17	102.57
5161	HUGHES MEDIA CORP	9,579.75	834.75
	TOURISM		937.32
GENERAL FUND			
01	ADMINISTRATION		
753	ROCK FALLS CHAMBER OF COMMERCE	7,175.00	500.00
795	SBM BUSINESS EQUIPMENT CENTER	7,431.75	24.00
	ADMINISTRATION		524.00
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	1,417.90	100.00
795	SBM BUSINESS EQUIPMENT CENTER	7,431.75	24.00
	CITY ADMINISTRATOR		124.00
04	BUILDING		
2797	MARK SEARING	400.00	40.00
4566	HARRIS COMPUTER SYSTEMS	4,325.00	2,260.39
5277	PAPER RECOVERY SERVICE CORP	440.00	30.00
5360	AMAZON CAPITAL SERVICES	21,313.35	226.72
	BUILDING		2,557.11
05	CITY CLERK'S OFFICE		
4566	HARRIS COMPUTER SYSTEMS	4,325.00	11,776.10
5308	LEAF	6,398.83	92.71
5360	AMAZON CAPITAL SERVICES	21,313.35	163.26
	CITY CLERK'S OFFICE		12,032.07
06	POLICE		

INVOICES DUE ON/BEFORE 03/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
06	POLICE		
194	GRUMMERT'S HARDWARE - R.F.	9,161.95	8.81
2451	MENARDS	13,896.42	18.97
350	GISI BROS INC	9,962.03	729.75
4827	KELLEY WILLIAMSON COMPANY	9,346.18	59.88
5237	AUTUMN DAY	133.96	65.32
5277	PAPER RECOVERY SERVICE CORP	440.00	85.00
5360	AMAZON CAPITAL SERVICES	21,313.35	131.39
795	SBM BUSINESS EQUIPMENT CENTER	7,431.75	522.42
T0001959	SAUK VALLEY PLUMBING INC	10,127.75	181.25
T0004900	FINE LINE ENGRAVING	413.24	29.99
	POLICE		1,832.78
07	CODE HEARING DEPARTMENT		
4931	DACRA ADJUDICATION SYSTEM	14,950.00	1,700.00
	CODE HEARING DEPARTMENT		1,700.00
10	STREET		
1853	MOORE TIRES INC.	16,767.22	747.87
194	GRUMMERT'S HARDWARE - R.F.	9,161.95	24.99
2451	MENARDS	13,896.42	76.77
4207	O'REILLY AUTOMOTIVE INC	5,058.46	64.98
5329	BF ENGINEERING PLLC	5,300.00	300.00
	STREET		1,214.61
12	PUBLIC PROPERTY		
533	LECTRONICS, INC.	5,421.63	50.00
5360	AMAZON CAPITAL SERVICES	21,313.35	110.59
	PUBLIC PROPERTY		160.59
13	FIRE		
2747	KEN WOLF	19.75	57.89
4207	O'REILLY AUTOMOTIVE INC	5,058.46	79.96

INVOICES DUE ON/BEFORE 03/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
13	FIRE		
423	AT&T	795.79	79.62
4385	DINGES FIRE COMPANY	35,721.44	792.18
4651	MOST PLUMBING & MECHANICAL LLC	7,937.40	683.40
4827	KELLEY WILLIAMSON COMPANY	9,346.18	89.51
5308	LEAF	6,398.83	92.71
5421	BENJAMIN HARVEY	4,084.10	113.40
5433	ROCKLAND CUSTOM PRODUCTS		6,221.96
956	UNIFORM DEN INC	1,825.11	96.85
	FIRE		8,307.48
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	14,467.44	128.75
	BUILDING CODE DEMOLITION FUND		128.75
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
4691	STERLING ENVIRONMENTAL, LLC	419.00	7,475.00
	INDUSTRIAL DEVELOPMENT		7,475.00
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
5432	DELLA SUTTON		918.91
	EMPLOYEE GROUP INS		918.91
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	9,161.95	1.45
2187	BORDER STATES INDUSTRIES INC	59,862.60	324.00
283	ANIXTER INC	315,535.78	1,086.00
4827	KELLEY WILLIAMSON COMPANY	9,346.18	46.66
4938	MICHLIG ENERGY LTD	139,509.40	15,133.46

INVOICES DUE ON/BEFORE 03/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5259	CHRIS STAUFFER	3,478.25	976.94
5332	TYNDALE	14,469.76	1,214.60
5369	HELM ELECTRIC	78,244.25	401.09
	OPERATION & MAINTENANCE		19,184.20
SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	9,161.95	19.56
2379	JOE JOHNSON EQUIPMENT LLC	8,466.52	3,188.37
4119	USA BLUE BOOK	6,783.21	137.94
4827	KELLEY WILLIAMSON COMPANY	9,346.18	117.51
533	LECTRONICS, INC.	5,421.63	78.00
5337	PACE ANALYTICAL SERVICES LLC	5,320.00	2,062.50
5345	QC ANALYTICAL SERVICES LLC	1,505.00	761.00
5356	KURT ANDERSON	64.94	94.70
	OPERATION & MAINTENANCE		6,459.58
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	195,269.82	787.20
	WATER		787.20
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	4,873.77	85.60
1493	WILLIAM & MARY COMPUTER CENTER	99,445.78	65.00
1853	MOORE TIRES INC.	16,767.22	681.56
34	ALTORFER INC.	52,790.53	273.16
4141	BEHRENS TRUCKING &	69,122.50	5,905.00
4827	KELLEY WILLIAMSON COMPANY	9,346.18	214.27
5143	HAWKINS, INC		3,517.00
5171	FERGUSON ENTERPRISES LLC	6,727.77	76.58
5369	HELM ELECTRIC	78,244.25	2,343.00
795	SBM BUSINESS EQUIPMENT CENTER	7,431.75	47.99
T0004455	ROCK RIVER CARTAGE INC	11,634.80	1,009.47
	OPERATION & MAINTENANCE		14,218.63

INVOICES DUE ON/BEFORE 03/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5277	PAPER RECOVERY SERVICE CORP	440.00	30.00
760	ROCK FALLS POSTMASTER	30,350.00	3,800.00
	CUSTOMER SERVICE CENTER		3,830.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5183	COMPASS MINERALS AMERICA	13,207.28	13,445.59
5329	BF ENGINEERING PLLC	5,300.00	600.00
	MOTOR FUEL TAX		14,045.59
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0001349	US BANK		104.92
	CUSTOMER UTILITY DEPOSITS		104.92
	TOTAL ALL DEPARTMENTS		96,542.74

INVOICES DUE ON/BEFORE 03/14/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM			
05	TOURISM		
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	41.55
5015	CARD SERVICE CENTER	74,375.58	119.66
5161	HUGHES MEDIA CORP	10,414.50	695.00
5314	LINK MEDIA OUTDOOR	17,598.00	1,709.00
T0005506	ROCK RIVER JAZZ BAND, INC	800.00	1,000.00
T0005957	TOUCH A TRUCK OF ROCK FALLS		500.00
	TOURISM		4,065.21
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
3137	MOELLER MYERS & ASSOCIATES PC	4,620.00	140.00
	W/C-GENERAL LIABILITY		140.00
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	2,796.50
	ADMINISTRATION		2,796.50
04	BUILDING		
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	141.00
	BUILDING		141.00
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	74,375.58	42.48
	CITY CLERK'S OFFICE		42.48
06	POLICE		
1052	SAUK VALLEY MEDIA	14,596.19	499.00
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	1,549.54

INVOICES DUE ON/BEFORE 03/14/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	681.50
1493	WILLIAM & MARY COMPUTER CENTER	99,510.78	9.00
3137	MOELLER MYERS & ASSOCIATES PC	4,620.00	140.00
350	GISI BROS INC	10,691.78	304.95
4212	WHITESIDE COUNTY		5,725.00
4508	LEXISNEXIS RISK DATA MGT LLC	1,014.50	201.00
4981	AT&T MOBILITY	10,035.77	640.35
5015	CARD SERVICE CENTER	74,375.58	1,504.62
5169	MOTOROLA SOLUTIONS	10,348.00	1,150.00
5308	LEAF	6,584.25	194.71
624	DIXON FORD VW	1,167.52	933.25
807	SAUK VALLEY COMMUNITY COLLEGE	31,495.32	387.00
	POLICE		13,919.92
07	CODE HEARING DEPARTMENT		
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	423.00
	CODE HEARING DEPARTMENT		423.00
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	579.83
4796	VERIZON WIRELESS	8,286.42	47.63
5015	CARD SERVICE CENTER	74,375.58	259.76
	STREET		887.22
12	PUBLIC PROPERTY		
1052	SAUK VALLEY MEDIA	14,596.19	265.70
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	9,666.21
194	GRUMMERT'S HARDWARE - R.F.	9,216.76	42.27
2451	MENARDS	13,992.16	256.06
5015	CARD SERVICE CENTER	74,375.58	52.42
533	LECTRONICS, INC.	5,549.63	331.50
651	NICOR	48,091.17	282.96
	PUBLIC PROPERTY		10,897.12

INVOICES DUE ON/BEFORE 03/14/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	1,664.59
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	470.00
4122	BLACKHAWK FIRE FIGHTERS ASSOC		100.00
4385	DINGES FIRE COMPANY	36,513.62	849.24
4769	KYLE SOMMERS	52.33	83.28
4981	AT&T MOBILITY	10,035.77	271.68
5015	CARD SERVICE CENTER	74,375.58	57.89
5421	BENJAMIN HARVEY	4,197.50	44.80
T0003093	WHITESIDE COUNTY	3,333.33	2,212.75
	FIRE		5,754.23
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	1,839.00
	BUILDING CODE DEMOLITION FUND		1,839.00
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	28.18
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	386.08
4624	FRARY LUMBER & SUPPLY	4,627.55	9,394.65
	INDUSTRIAL DEVELOPMENT		9,808.91
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	671.88
1493	WILLIAM & MARY COMPUTER CENTER	99,510.78	362.95
4011	SAUK VALLEY BANK & TRUST CO.	1,015,281.06	24,950.00
5198	MATTHEWS INTERNATIONAL CORP	3,603.56	554.13
	DOWNTOWN REDEVELOPMENT		26,538.96
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 03/14/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	18,016.12
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	2,747.50
1493	WILLIAM & MARY COMPUTER CENTER	99,510.78	869.48
1853	MOORE TIRES INC.	18,196.65	33.42
194	GRUMMERT'S HARDWARE - R.F.	9,216.76	55.44
4011	SAUK VALLEY BANK & TRUST CO.	1,015,281.06	89,650.00
4148	BHMG ENGINEERS	515,697.42	83,238.78
4207	O'REILLY AUTOMOTIVE INC	5,203.40	56.11
4215	POWER LINE SUPPLY	141,597.40	149.10
440	IMUA	5,080.00	675.00
4796	VERIZON WIRELESS	8,286.42	610.54
4995	CLOUDPOINT GEOSPATIAL INC	62,500.00	2,083.34
5015	CARD SERVICE CENTER	74,375.58	2,288.18
5153	DAVE JACKLEY SEWER &	400.00	3,165.00
533	LECTRONICS, INC.	5,549.63	1,788.00
5332	TYNDALE	15,684.36	530.65
5343	QP TESTING LLC	92,142.80	1,750.00
5360	AMAZON CAPITAL SERVICES	21,945.31	214.93
5380	WINTROY SUPPLY LLC	16,941.06	99.50
651	NICOR	48,091.17	1,524.23
795	SBM BUSINESS EQUIPMENT CENTER	8,050.16	73.00
T0005956	ROGER SARBER		599.03
	OPERATION & MAINTENANCE		210,217.35
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4011	SAUK VALLEY BANK & TRUST CO.	1,015,281.06	26,897.50
	FIBER OPTIC BROADBAND/TAXABLE		26,897.50
SEWER FUND			
30	SEWER		
4011	SAUK VALLEY BANK & TRUST CO.	1,015,281.06	10,000.00
	SEWER		10,000.00
38	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 03/14/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
SEWER FUND			
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	20,789.63
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	650.00
2301	STERLING NAPA	750.29	91.97
395	HILLS ELECTRIC MOTOR SERVICE	1,609.61	234.96
4119	USA BLUE BOOK	6,921.15	11,162.48
4207	O'REILLY AUTOMOTIVE INC	5,203.40	33.14
4984	AQUAFIX INC		11,260.62
4995	CLOUDPOINT GEOSPATIAL INC	62,500.00	2,083.33
5015	CARD SERVICE CENTER	74,375.58	1,327.23
651	NICOR	48,091.17	222.00
T0000024	MILES TRUCK & TRAILER WORKS	18,566.79	1,114.72
	OPERATION & MAINTENANCE		48,970.08
WATER FUND			
40	WATER		
4011	SAUK VALLEY BANK & TRUST CO.	1,015,281.06	13,300.00
4361	FERGUSON WATERWORKS #2516	196,057.02	473.52
	WATER		13,773.52
48	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	9,944.82
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	130.00
194	GRUMMERT'S HARDWARE - R.F.	9,216.76	615.93
2451	MENARDS	13,992.16	310.65
2796	U.S. CELLULAR	5,870.74	471.83
332	FYR-FYTER, INC.	1,866.90	564.80
34	ALTORFER INC.	53,063.69	190.45
4361	FERGUSON WATERWORKS #2516	196,057.02	272.80
4606	TOWER EQUIPMENT CORP	4,220.00	1,044.81
4796	VERIZON WIRELESS	8,286.42	38.01
4995	CLOUDPOINT GEOSPATIAL INC	62,500.00	2,083.33
5171	FERGUSON ENTERPRISES LLC	6,804.35	277.40
651	NICOR	48,091.17	597.59
	OPERATION & MAINTENANCE		16,542.42

GARBAGE FUND

INVOICES DUE ON/BEFORE 03/14/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GARBAGE FUND			
50	GARBAGE		
1258	REPUBLIC SERVICES	493,823.66	48,148.20
1289	CITY OF ROCK FALLS UTILITIES	456,663.10	217.04
2451	MENARDS	13,992.16	30.10
364	GRUMMERTS HARDWARE - STERLING	785.87	9.08
651	NICOR	48,091.17	119.21
	GARBAGE		48,523.63
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	106,097.05	188.00
5015	CARD SERVICE CENTER	74,375.58	389.00
5366	GILA LLC	5,091.00	527.00
771	PINNEY PRINTING CO	9,880.29	2,232.88
	CUSTOMER SERVICE CENTER		3,336.88
DUI FUND			
55	DUI		
5015	CARD SERVICE CENTER	74,375.58	177.75
	DUI		177.75
DRUG FUND			
56	DRUG ABUSE		
4981	AT&T MOBILITY	10,035.77	42.24
	DRUG ABUSE		42.24
	TOTAL ALL DEPARTMENTS		455,734.92

AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE
TO SIGN PWSLP LOAN APPLICATION DOCUMENTS

Whereas, application provisions for loans from the Public Water Supply Loan Program require that the City of Rock Falls authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the City Council of the City of Rock Falls that the Mayor is hereby authorized to sign all loan application forms and documents.

Resolved this 18th day of March, 2025.

	Mar 18, 2025
Signature	Date
Rodney Kleckler	Mayor
Printed Name	Title

Certified to be a true and accurate copy, passed and adopted on the above date.

Signature & Stamp/Seal of Notary Public

CITY OF ROCK FALLS

RESOLUTION NO. 2025-932

RESOLUTION TRANSFERRING JURISDICTION AND CONTROL OF REAL PROPERTY TO THE INDUSTRIAL DEVELOPMENT COMMISSION (1606 5TH AVENUE – PIN 11-33-256-018)

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _______ DAY OF ________________, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this ____ day of ___________, 2025.

RESOLUTION NO. 2025-932

RESOLUTION TRANSFERRING JURISDICTION AND CONTROL OF REAL PROPERTY TO THE INDUSTRIAL DEVELOPMENT COMMISSION

WHEREAS, the City of Rock Falls (the "City") is the owner of certain real properties located within the City, being more particularly described on Exhibit A, attached hereto (the "Property"); and

WHEREAS, acting pursuant to the provisions of Section 11-74-4(8) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the "Code"), the City has established an Industrial Development Commission (the "Commission"), and invested in said Commission the power and authority described and as authorized within said Section 11-74-4(8) of the Code; and,

WHEREAS, the City has, from time to time, transferred authority and jurisdiction of various parcels of real property owned by the City to the Commission for purposes of development, sale and/or lease; and

WHEREAS, the Mayor and City Council (collectively, the "Corporate Authorities") have considered the needs of the City with respect to the Property and have determined such Property to be surplus property of the City eligible to be transferred to the Commission for purposes of the Act; and

WHEREAS, the Corporate Authorities have determined it in the best interests of the City and its residents to transfer authority and jurisdiction of said Property to the Commission for the purposes herein stated.

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

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

SECTION 2: The City does hereby transfer to the Industrial Development Commission of the City of Rock Falls the authority and jurisdiction over and governing the Property, as more particularly described on Exhibit A, attached hereto, for all purposes in order to accomplish the ends envisioned and to be promoted by Section 11-74-4(8) of the Illinois Municipal Code, and does specifically transfer and convey unto the Industrial Development Commission of the City of Rock Falls the power and authority as set forth and enumerated therein with respect to such Property.

SECTION 3: The provisions and sections of this resolution shall be deemed to be separable, and the invalidity of any portion of this resolution shall not affect the validity of the remainder.

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

SECTION 5: This resolution shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of ____________________, 2025.

____
Mayor

ATTEST:

____
City Clerk

AYE	NAY
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________

EXHIBIT A

Commonly known as: 1606 5th Avenue, Rock Falls, IL 61071

PIN: 11—33-256-018

Lot 8 in Block 4 of Herman Wike Subdivision as located in the Northeast Quarter of Section 33, Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois; according to the Plat thereof recorded July 23, 1942 in Plat Book 8, Page 118.

CITY OF ROCK FALLS

RESOLUTION NO. 2025-933

RESOLUTION TRANSFERRING JURISDICTION AND CONTROL OF REAL PROPERTY TO THE INDUSTRIAL DEVELOPMENT COMMISSION (420 HASKELL AVENUE – PIN 11-27-251-008)

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _______ DAY OF _______________, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this ____ day of ___________, 2025.

RESOLUTION NO. 2025-933

RESOLUTION TRANSFERRING JURISDICTION AND CONTROL OF REAL PROPERTY TO THE INDUSTRIAL DEVELOPMENT COMMISSION

WHEREAS, the City of Rock Falls (the "City") is the owner of certain real properties located within the City, being more particularly described on Exhibit A, attached hereto (the "Property"); and

WHEREAS, acting pursuant to the provisions of Section 11-74-4(8) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the "Code"), the City has established an Industrial Development Commission (the "Commission"), and invested in said Commission the power and authority described and as authorized within said Section 11-74-4(8) of the Code; and,

WHEREAS, the City has, from time to time, transferred authority and jurisdiction of various parcels of real property owned by the City to the Commission for purposes of development, sale and/or lease; and

WHEREAS, the Mayor and City Council (collectively, the "Corporate Authorities") have considered the needs of the City with respect to the Property and have determined such Property to be surplus property of the City eligible to be transferred to the Commission for purposes of the Act; and

WHEREAS, the Corporate Authorities have determined it in the best interests of the City and its residents to transfer authority and jurisdiction of said Property to the Commission for the purposes herein stated.

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

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

SECTION 2: The City does hereby transfer to the Industrial Development Commission of the City of Rock Falls the authority and jurisdiction over and governing the Property, as more particularly described on Exhibit A, attached hereto, for all purposes in order to accomplish the ends envisioned and to be promoted by Section 11-74-4(8) of the Illinois Municipal Code, and does specifically transfer and convey unto the Industrial Development Commission of the City of Rock Falls the power and authority as set forth and enumerated therein with respect to such Property.

SECTION 3: The provisions and sections of this resolution shall be deemed to be separable, and the invalidity of any portion of this resolution shall not affect the validity of the remainder.

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

SECTION 5: This resolution shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of ____________________, 2025.

____
Mayor

ATTEST:

____
City Clerk

AYE	NAY
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

<u>**EXHIBIT A**</u>

Commonly known as: 420 Haskell Avenue, Rock Falls, IL 61071

PIN: 11-27-251-008

The South 50 feet of Lot 11 and the North 50 feet of Lot 12 of Emmon's Place, being a Subdivision of the Southeast part of Lot 10 of the Northeast Quarter of Section 27, Township 21 North, Range 7 East of the 4^{th} P.M., Whiteside County, Illinois; according to the Plat thereof recorded April 12, 1902 in Book 6, page 16C.

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2689

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE VI OF THE ROCK FALLS MUNICIPAL CODE RELATING TO HANDICAP PARKING DESIGNATIONS ON AVENUE A

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF __________, 2025

This Ordinance was published in pamphlet form by authority of the City Council of the City of Rock Falls this _____ day of ___________, 2025.

ORDINANCE NO. 2025-2689

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE VI
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO HANDICAP PARKING DESIGNATIONS ON AVENUE A

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes the corporate authorities of a municipality to regulate the use of its streets and other municipal property within its jurisdiction; and

WHEREAS, the Mayor and the City Council (collectively, the "**Corporate Authorities**") of the City of Rock Falls, Whiteside County, Illinois (the "**City**") have determined that it is in the best interests of the City and its residents to designate certain parking spaces on Avenue A as handicap parking spaces, all as more specifically set forth herein.

NOW, THEREFORE, BE IT ORDAINED, by the Corporate Authorities as follows:

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

SECTION 2: Chapter 18, Article VI, Section 18-163(d) of the Rock Falls Municipal Code, as amended, is hereby further amended to include a new subsection (15) to read as follows:

"**Sec. 18-163. – Handicapped parking.**

...

(d) The following locations are hereby designated as reserved for parking privileges for persons with disabilities and appropriate signs shall be erected designating that the space is restricted to parking for motor vehicles bearing registration plates, decals or devices issued to persons with disabilities pursuant to the provisions of this section:

...

(15) The east side of Avenue A from a point beginning 232 feet south from the centerline of the intersection with East 2nd Street and ending 294 feet south from said centerline."

SECTION 3: In all other respects, Chapter 18, Article VI of the Rock Falls Municipal Code shall remain in full force and effect, as previously adopted and/or amended.

SECTION 4: The Supervisor of the City's Street Department, or his or her designee, is hereby authorized and directed to perform all such actions as are necessary, appropriate, or required to reflect the designation of such handicap parking spaces along Avenue A, including the painting of such spaces and the placing of signage along the same.

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, resolutions, and policies, or any parts thereof, that are in conflict with this Ordinance are, to the extent of such conflict, hereby repealed as of the effective date of this Ordinance.

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

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

Approved this ____ day of __________ 2025.

____
Mayor

ATTEST:

____
Clerk

AYE:	**NAY:**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2686

ORDINANCE ADOPTING REVISED ZONING MAP

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _______ DAY OF ________________, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois, this _____ day of ___________________, 2025.

ORDINANCE NO. 2025-2686

AN ORDINANCE ADOPTING REVISED ZONING MAP

WHEREAS, the City of Rock Falls has caused to be prepared a revised and corrected zoning map reflecting the current zoning status and classification of all lands and properties which are within the limits of the City of Rock Falls; and

WHEREAS, attached hereto is the revised and updated zoning map created pursuant to said direction, and the same should be adopted as the official zoning map of the City of Rock Falls effective as of March 18, 2025.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Rock Falls that;

Section 1. The document attached here to identified as Zoning Map 2025 and labeled as Exhibit A is hereby adopted as the revised and updated official zoning map of the City of Rock Falls, effective March 18, 2025, said map reflecting the zoning classification status of all land and properties which are currently within the limits of the City of Rock Falls.

Section 2. All prior version of zoning maps are hereby declared to be no longer valid, and the document attached hereto, and true and accurate copies thereof shall serve as the official zoning map of the City until further revisions and changes are made pursuant to action of the City Council.

Section 3. All ordinances in conflict herewith are hereby repealed.

Section 4. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unenforceable or invalid, then such holding or finding of unenforceability or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 5. This ordinance shall be effective upon its adoption and publication in pamphlet form.

Passed this ________ day of _________________, 2025.

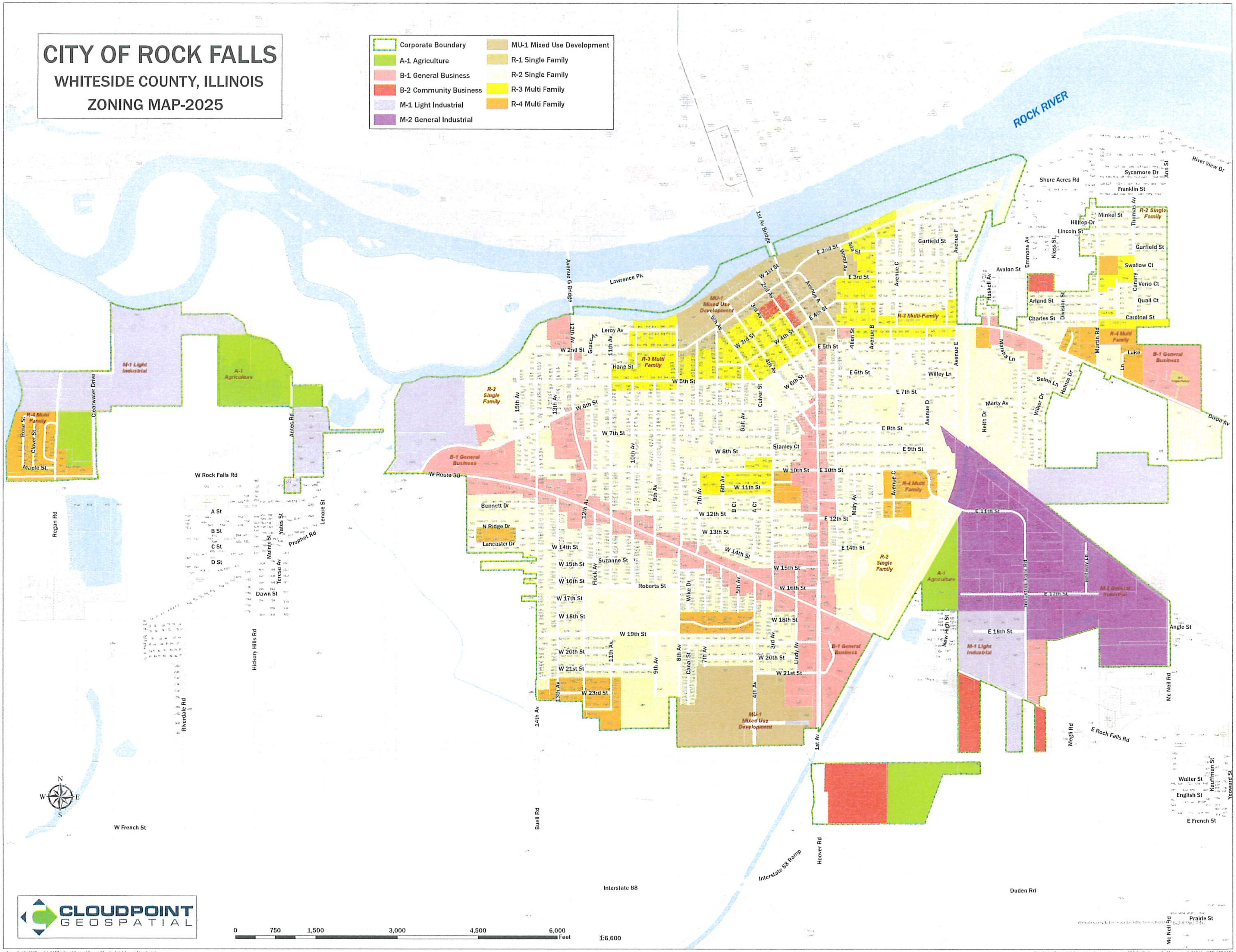
____

Rod Kleckler, Mayor

ATTEST:

____

Pamela Martinez, City Clerk



CITY OF ROCK FALLS
WHITESIDE COUNTY, ILLINOIS
ZONING MAP-2025
Corporate Boundary
A-1 Agriculture
B-1 General Business
B-2 Community Business
M-1 Light Industrial
M-2 General Industrial
MU-1 Mixed Use Development
R-1 Single Family
R-2 Single Family
R-3 Multi Family
R-4 Multi Family
ROCK RIVER
1st Av Bridge
Avenue G Bridge
Lawrence Pk
M-1 Light Industrial
A-1 Agriculture
R-4 Multi Family
R-2 Single Family
R-3 Multi Family
MU-1 Mixed Use Development
R-3 Multi-Family
B-1 General Business
M-2 General Industrial
W Rock Falls Rd
W Route 30
E Rock Falls Rd
Interstate 88
Interstate 88 Ramp
Duden Rd
W French St
E French St
Hoover Rd
Buell Rd
Regan Rd
Riverdale Rd
Hickory Hills Rd
Mc Neil Rd
0
750
1,500
3,000
4,500
6,000
Feet
1:6,600
CLOUDPOINT
GEOSPATIAL

AYE:

NAY:

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2687

AN ORDINANCE AMENDING CHAPTER 30 OF THE ROCK FALLS MUNICIPAL CODE BY ADDING A NEW ARTICLE VIII FOR THE IMPLEMENTATION OF A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE CITY OF ROCK FALLS

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF __________, 2025

This Ordinance was published in pamphlet form by authority of the City Council of the City of Rock Falls this ____ day of __________, 2025.

ORDINANCE NO. 2025-2687

AN ORDINANCE AMENDING CHAPTER 30 OF THE ROCK FALLS MUNICIPAL CODE BY ADDING A NEW ARTICLE VIII FOR THE IMPLEMENTATION OF A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE CITY OF ROCK FALLS

WHEREAS, the Illinois Municipal Code provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper (65 ILCS 5/1-2-1);

WHEREAS, the City of Rock Falls (the "**City**") is a non-home rule Illinois municipality that was organized pursuant to the Constitution of the State of Illinois of 1970, as amended;

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, the corporate authorities of any municipality may impose a tax upon all persons engaged in the business of selling groceries at retail in the municipality on the gross receipts from those sales made in the course of that business (the "**Municipal Grocery Retailers' Occupation Tax**");

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) further provides that the Municipal Grocery Retailers' Occupation Tax, if imposed, shall be at the rate of one percent (1%) of the gross receipts from the aforementioned sales;

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) further provides that any municipality who imposes the Municipal Grocery Retailers' Occupation Tax must also impose a service occupation tax at the same rate upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service (the "**Municipal Grocery Service Occupation Tax**"); and

WHEREAS, the Mayor and the City Council of the City (collectively, the "**Corporate Authorities**") believe that it is appropriate, necessary, and in the best interests of the City and its residents that the City's Code of Ordinances be amended to levy the Municipal Grocery Retailers' Occupation Tax and the Municipal Grocery Service Occupation Tax, as permitted under, and pursuant to, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

NOW, THEREFORE, BE IT ORDAINED, by the Corporate Authorities as follows:

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

SECTION 2: Chapter 300 of the Rock Falls Municipal Code is hereby amended by the addition of a new ARTICLE VIII, which shall read, in its entirety, as follows:

"ARTICLE VIII. – MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX

Sec. 30-148. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Groceries, as used in this Article, shall have the meaning assigned to it in Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), as may be amended from time to time.

Sec. 30-149. – Tax imposed.

A tax is hereby levied and imposed upon all persons engaged in the business of selling groceries at retail in the City at the rate of one percent (1%) of the gross receipts from such sales made in the course of that business, pursuant to the authority granted to the City under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24). The tax imposed under this Section shall take effect on January 1, 2026.

Sec. 30-150. – Service Occupation Tax.

A tax is hereby levied and imposed upon all persons engaged in the business of making sales of service in the City, who, as an incident to such sales, transfer groceries to purchasers at the rate of one percent (1%) of the gross receipts from such sales made in the course of that business, pursuant to the authority granted to the City under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24). The tax imposed under this Section shall take effect on January 1, 2026.

Sec. 30-151. – Enforcement.

The taxes imposed under this Article, along with any applicable civil penalties, shall be collected, administered, and enforced by the Illinois Department of Revenue in accordance with Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24). The Department shall have full power to assess, collect, and remit such taxes and penalties as provided by law."

SECTION 3: Pursuant to Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk of the City is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025. The Clerk of the City is further directed to prepare and send out such notices to establishments that are impacted by this Ordinance, as may be necessary and appropriate.

SECTION 4: In all other respects, Chapter 30 of the Rock Falls Municipal Code shall remain in full force and effect, as previously adopted and/or amended.

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

SECTION 6: All ordinances, resolutions, and policies, or any parts thereof, that are in conflict with this Ordinance are, to the extent of such conflict, hereby repealed as of the effective date of this Ordinance.

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

SECTION 8: The taxes imposed by this Ordinance shall be in full force and effect, commencing on January 1, 2026, after its passage, approval, and publication, as required by law.

Approved this _____ day of ___________ 2025.

____
Mayor

ATTEST:

____
Clerk

AYE:	**NAY:**
______________________	______________________
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CITY OF ROCK FALLS

ORDINANCE NO. 2025-2688

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE VI OF THE ROCK FALLS MUNICIPAL CODE RELATING TO NUMBERING MUNICIPAL PARKING LOTS

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF __________, 2025

This Ordinance was published in pamphlet form by authority of the City Council of the City of Rock Falls this ____ day of __________, 2025.

ORDINANCE NO. 2025-2688

ORDINANCE AMENDING THE ROCK FALLS MUNICIPAL CODE RELATING TO NUMBERING MUNICIPAL PARKING LOTS

BE IT ORDAINED by the City Council of the City of Rock Falls, Illinois, as follows:

Section 1: That Chapter 18, Article VI, Section 18-145 is hereby amended to read in full as follows:

"Section 18-145. – Definitions.

Municipal Parking lot (8) means the parking lot located on the north side of the 300 block of E 2^{nd} Street.

Section 2: In all other respects, Chapter 18, Article VI, shall remain in full force and effect.

Section 3: The provisions and sections of this Ordinance will be deemed to be separable, and the invalidity of any portion of this Ordinance will not affect the validity of the remainder.

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

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

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

Approved this _______ day of ____________________, 2025.

____
Mayor

ATTEST:

____
Clerk

AYE:

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NAY:

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Dear Rock Falls City Council

I hope this letter finds you well. My name is Ben Phillips and I'm the owner of Ben's Phresh Kutz Barbershop currently located at 207 2nd Ave. Across from the post office since February 8th 2003. Over 22 years serving our small-town community.

I'm writing to express my concern and thoughts regarding the storm water management policy it is my understanding that the Rock Falls City Council plays a crucial role in addressing community concerns, and I'm hopeful that my input will be considered in your decision making.

I am currently planning the construction of a new barbershop that will be located at the corner of 217 2nd Ave. It has come to my attention that this project may necessitate a costly storm water management policy, potentially hindering my future building plans. I respectfully request that the city council consider waiving the city's storm water policy for this modest project. My local contractors will collaborate closely with the city officials to ensure that all necessary documents and permits are properly secured.

This project represents my vision to enhance the downtown Rock Falls area with a new building. I appreciate the city's dedication to serving our community and I'm confident that, with your thoughtful consideration, we can work towards a mutually beneficial solution.

Thank you for your time and attention to this matter. I look forward to hearing from you and appreciate your continued service to our community.

Sincerely,

Ben T Phillips

CITY OF ROCK FALLS, ILLINOIS

PURCHASING POLICY AND PROCEDURES

Passed by the City Council on July 3, 2012
Last Amended March 2025

Table of Contents

Introduction

Statement of Policy

The purpose of this purchasing manual is to provide the City of Rock Falls staff with guidelines and direction for the acquisition of goods and services. In order to increase the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality and integrity.

The manual is divided into sections dealing with purchasing policies and procedures. The policy sections contain all the purchasing policies reviewed and recommended by the Finance and Public Works Committees and adopted by the City Council which must be adhered to by City employees and administration.

Code of Ethics

All City personnel engaged in purchasing and related activities shall conduct business dealings in a professional manner. Good stewardship of public funds requires the highest degree of public trust to protect the interest of the residents of the City of Rock Falls. City employees shall:

- Ensure that public money is spent efficiently and in accordance with statute, ordinance and City policy.
- Maintain confidentiality.
- Not accept gifts or favors from current or potential suppliers, which might compromise the integrity of their purchasing function.
- Purchase without favor or prejudice.
- Ensure that all potential suppliers are provided with adequate and identical information upon which to base their offer or quotation and that any subsequent information is made available to all bidders.
- Establish and maintain procedures to ensure that fair and equal consideration is given to each offer or quotation received and selection is based upon the lowest total cost compliant bid.
- Offer a prompt and courteous response to all inquiries from potential or existing suppliers.

It shall be the responsibility of the City's administration to recommend to the Personnel Committee of the City if a violation of this purchasing manual or code of ethics has occurred and if any disciplinary action should be taken.

Purchasing Policy

Section 1: Definitions

"Public works" means all fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds. "Public works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through the State or any of its political subdivisions, including but not limited to: bonds issued under the Industrial Project Revenue Bond Act (Article 11, Division 74 of the Illinois Municipal Code), the Industrial Building Revenue Bond Act, the Illinois Finance Authority Act, the Illinois Sports Facilities Authority Act, or the Build Illinois Bond Act; loans or other funds made available pursuant to the Build Illinois Act; loans or other funds made available pursuant to the Riverfront Development Fund under Section 10-15 of the River Edge Redevelopment Zone Act; or funds from the Fund for Illinois' Future under Section 6z-47 of the State Finance Act, funds for school construction under Section 5 of the General Obligation Bond Act, funds authorized under Section 3 of the School Construction Bond Act, funds for school infrastructure under Section 6z-45 of the State Finance Act, and funds for transportation purposes under Section 4 of the General Obligation Bond Act. "Public works" also includes (i) all projects financed in whole or in part with funds from the Department of Commerce and Economic Opportunity under the Illinois Renewable Fuels Development Program Act for which there is no project labor agreement; (ii) all work performed pursuant to a public private agreement under the Public Private Agreements for the Illiana Expressway Act or the Public-Private Agreements for the South Suburban Airport Act; and (iii) all projects undertaken under a public-private agreement under the Public-Private Partnerships for Transportation Act. "Public works" also includes all projects at leased facility property used for airport purposes under Section 35 of the Local Government Facility Lease Act. "Public works" also includes the construction of a new wind power facility by a business designated as a High Impact Business under Section 5.5(a)(3)(E) of the Illinois Enterprise Zone Act. "Public works" does not include work done directly by any public utility company, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds. "Public works" also includes any corrective action performed pursuant to Title XVI of the Environmental Protection Act for which payment from the Underground Storage Tank Fund is requested. "Public works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence. "Public works" does not include work performed for soil and water conservation purposes on agricultural lands, whether or not done under public supervision or paid for wholly or in part out of public funds, done directly by an owner or person who has legal control of those lands.

"Construction" means all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

"Locality" means the county where the physical work upon public works is performed, except (1) that if there is not available in the county a sufficient number of competent skilled laborers, workers and mechanics to construct the public works efficiently and properly, "locality" includes any other county nearest the one in which the work or construction is to be performed and from which such persons may be obtained in sufficient numbers to perform the work and (2) that, with respect to contracts for highway work with the Department of Transportation of this State, "locality" may at the discretion of the Secretary of the Department of Transportation be construed to include two or more adjacent counties from which workers may be accessible for work on such construction.

"Public body" means the State or any officer, board or commission of the State or any political subdivision or department thereof, or any institution supported in whole or in part by public funds, and includes every county, city, town, village, township, school district, irrigation, utility, reclamation improvement or other district and every other political subdivision, district or municipality of the state whether such political subdivision, municipality or district operates under a special charter or not.

"Labor organization" means an organization that is the exclusive representative of an employer's employees recognized or certified pursuant to the National Labor Relations Act.

The terms **"general prevailing rate of hourly wages", "general prevailing rate of wages" or "prevailing rate of wages"** when used herein shall mean the hourly cash wages plus annualized fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

Section 2: (820 ILCS 130/) Prevailing Wage Act.

(820 ILCS 130/1) (from Ch. 48, par. 39s-1)

Sec. 1. It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works

Sec. 2. This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as hereinafter defined, by any public body and to anyone under contracts for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

Section 3: Determination of Total Project Cost

Use Anticipated Cost

In most cases, an engineer's estimate will determine the total cost of a project. However, if an engineer's estimate is not necessary or applicable to a project, then quotes should be gathered (following the guidance in this policy manual) to determine the total project cost and which threshold applies.

No "Bid Splitting"

Requirements shall not be divided to come up with a lower total cost to avoid contract approval levels or competition requirements. If one item being purchased requires another item to make a whole, the total accumulated costs of the two items (when they can reasonably be projected) should be considered together to determine which approval level and cost threshold apply, unless the two items are not available from a single supplier. Example: Replacement flooring is being purchased for a conference room. The cost for the removal and disposal of the old flooring, new carpet, new pad and installation would be considered together to compute the cost of the replacement.

Include Total Quantity Needed

Requirements for the total quantity of an item should be considered when determining which cost threshold and related purchasing/bidding requirements apply.

Section 4: Bond and Letter of Credit Requirements

Bond Required:

Public work of any kind costing over $5,000 to be performed for the municipality, shall require every contractor for the work to furnish, supply and deliver a bond to the City of Rock Falls with good and sufficient sureties. The amount of the bond shall be fixed by the officials, boards, commissions, commissioners or agents, and the bond, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise.

Letter of Credit:

If a project is not being paid by motor fuel tax, federal or state funds, and the contract is for less than $100,000, the bond can be a bank letter of credit instead of a surety bond.

Each bond or letter of credit is deemed to contain the following provisions whether such provisions are inserted in such bond or not:

"The principal and sureties on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the State or any political subdivision thereof will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the State or of any political subdivision thereof and the principal has been made.".

Emergency Repairs:

If the contract is for emergency repairs as provided in the Illinois Procurement Code, proof of payment for all labor, materials, apparatus, fixtures, and machinery may be furnished in lieu of the bond required by this Section.

Section 5: Informal Bidding & Quotes (Goods & Services under $25,000.)

Goods and Services $2,500.00 up to $5,000.00;

1. Verbal quotations are to be sought except; (See Form Attached)
   A) Where goods or services are needed immediately in an emergency situation and the quotation process would hamper the effectiveness or quality or immediacy of achieving the desired outcome.
   B) Where rates are considered reasonable and consistent with normal market rates for items of a like nature, and the consistency with normal market rates is tested from time to time by way of seeking three quotations to confirm, or otherwise, that the purchases are achieving value for money and complying with standards.
2. Orders for the same service are not to be split in order to bring the amount under $2,500.00.

3. Department Heads calling for and receiving the quotations shall complete a Quotation Form, and shall include:
   A. Detailed description of the goods or services being quoted.
   B. List of eligible vendors/contractors being asked to provide a quote.
   C. List of vendors/contractors who submitted a quote, the cost and details of quote.
   D. Name of person giving the quote.
   E. When the quotation accepted is other than the lowest received, a detailed explanation must be provided stating the reason(s) for acceptance of higher quote.
4. All quotes received shall be attached to the final invoice when submitted for payment to show that quotes were sought in accordance with this section of the Purchasing Policy.

Goods and Services $5,001.00 up to 10,000.00;

1. Minimum of **two (2) written** quotations are to be sought;
   Steps to complete an informal written quote:
   A. Develop specifications of desired goods or services.
   B. Mail/fax/email specifications to identified eligible vendors.
   C. Evaluate the bid results and determine which bid serves the City's best interests.
   D. Notify all unsuccessful bidders in writing.
2. If the recommended vendor/contractor has not submitted the low bid, ensure that there is adequate justification for the higher bid.
3. All quotes received shall be attached to the final invoice when submitted for payment to show that quotes were sought in accordance with this section of the Purchasing Policy.

Goods and Services $10,001.00 up to $22,000;

1. The City Administrator is allowed to approved projects or purchases up to $22,000.00 without approval by the City Council.

Good and Services $22,001.00 up to $24,999;

1. Minimum of **three (3) written** quotations are to be sought;
   Steps to complete an informal written quote:
   A. Develop specifications of desired goods or services.
   B. Mail/fax/email specifications to identified eligible vendors.
   C. Evaluate the bid results and determine which bid serves the City's best interests.
   D. Forward to appropriate committee for approval (City Council approval will also be necessary)
   D. Notify all unsuccessful bidders in writing.
2. If the recommended vendor/contractor has not submitted the low bid, ensure that there is adequate justification for the higher bid.
3. All quotes received shall be attached to the final invoice when submitted for payment to show that quotes were sought in accordance with this section of the Purchasing Policy.

Section 6: Formal Bidding, Public Works Construction or Other Public Improvements ($25,000.00 and Over)

Competitive bidding is a process designed to promote honest, open, and fair government and to ensure that the municipality receives the best work at the lowest prices. The general rule under the Illinois Municipal Code is that a contract for the construction of any work or other public improvement must be let by competitive bidding if the expense of that project will exceed $25,000.00

All public works construction or other public improvements exceeding $25,000.00 shall be subject to the competitive bidding process and shall be let, by free and open competitive bidding after advertisement, to the lowest responsible bidder or any other bidder whom the City of Rock Falls deems to be in the best interest of the City. Sealed bids shall be sought when a good or service is reasonably anticipated to cost more than $25,000.00, either individually or aggregate purchases made over the course of one fiscal year.

All bid packets shall be completed by the City's engineering firm(s). Any bids executed through the formal bid process must have prior approval for bid letting through the responsible committee, based on funding considerations for the project.

Exceptions to the formal bidding process can occur if authorized by a vote of two-thirds (2/3) of all the aldermen then holding office. *(65 ILCS 5/Article 8 Division 9 – Purchasing and Public Works Contracts in Municipalities of less than 500,000)*

Section 7: Emergency Purchases & Outsourcing of Labor

Emergency purchases or emergency repairs requiring outsourcing of labor are exempt from the competitive purchase process. Emergency purchases exist where there is a threat to public health, welfare or safety, including threats to public property. The Mayor or City Administrator shall have the authority to approve all emergency purchases and outsourcing, provided that all such purchases and outsourcing shall be reported to the City Council at its next regularly scheduled meeting. Also refer to the Bond Requirement section of this manual for emergency purchases or services.

Section 8: Sole Source Provider Purchases

It is the policy of the City of Rock Falls to recognize and solicit quotes. Sole source purchases may be made if it has been determined that there is only one economically feasible source for the good or service. These purchases should be used if it is in the best interest of the City. A Justification For Sole Source Purchase form will need to be completed and approved by the Mayor or City Administrator at the time of the sole source purchase is requested.

Section 9: Local Vendor Preference

1. To encourage purchasing within the City of Rock Falls, it is the policy of the City to recognize and solicit quotes from vendors in Rock Falls. Whenever such local sources exist and are competitive, purchases may be made from local vendors; however, all purchasing policies as well as any other City award factors still apply. To be considered a local vendor, the business must have a current valid business registration or sales tax license on file with the City of Rock Falls.

2. Bids may be awarded as deemed appropriate solely within the discretion of the City to local vendors providing their proposal or quote is within five percent (5%) than the lowest bid.

3. In an event where it may be prohibited as a condition of any grant, or violation of the law, the local vendor preference may not apply.

Section 10: Authorized Purchasing Level

1. **Department Heads** (Excluding Electric Department Purchases) up to $5,000.00
2. **Electric Superintendent** up to $25,000.00 on purchases for supplies or equipment only, excluding leases.
3. **Mayor** up to $22,000.00 in absence of City Administrator.
4. **City Administrator** up to $22,000.00 for all departments except Electric which is up to $25,000.00 for supplies or equipment only, excluding leases.

Section 11: Petty Cash

The petty cash fund shall be used to pay for small obligations which do not exceed $25.00. Petty cash will be granted under the following circumstances:

A) An employee is requesting a cash advance for expenditures relating to City business (sales receipt must be returned to Business office within one business day)
B) An employee is requesting reimbursement for expenditures relating to City business (sales receipt must be presented to Business office to receive reimbursement)
C) Petty Cash reimbursement requests and receipts follow the same protocol and requirements as ***Section 12: Credit Card Expenditures***.

It is the responsibility of the employee using the petty cash fund to obtain the City's tax-exempt number, as sales tax on purchases will not be reimbursed.

Section 12: Credit Card Expenditures

Purpose

1. To authorize the City's policy on the use of City of Rock Falls credit cards issued for the sole purpose of transacting official City business.
2. To allow those individuals issued credit cards access to efficient and alternative means of payment for approved expenses; including expenses related to travel or emergency purchases.
3. To establish managerial reporting related to credit card purchases.
4. To insure efficiency in regards to payable process.

Groups Affected

Any employee or elected official who has been issued a city credit card.

Policy

1. Departmental credit cards will be issued to the Department Heads and/or Deputies or assistants, in addition to those in possession by the Mayor and City Administrator. The issuance of all cards will be at the direction of the Finance Committee as permitted by City Council approval of this policy.
2. Upon issuance of a credit card, issuant shall sign an agreement verifying the receipt of his or her card, the maximum card limit, one time purchase limit assigned, and acknowledgement of the policies and procedures outlined in this policy.
3. Credit cards will only be issued for official City business purposes, no personal purchases of any type are allowed.
4. Credit cards may be utilized for travel related to official City business expenses (within and outside of the City), including conference/class registrations by the assigned card holder or members of his/her department.
5. The following purchases **are not allowed** under this policy at any time.
   - Alcoholic beverages, tobacco products and controlled substances
   - Capital equipment or equipment upgrades (unless no other form of payment is available)
   - Items or services on term contracts
   - Maintenance agreements
   - Personal items or loans
   - Rentals (other than short term auto rentals)
   - Cash advances
6. Individuals who are found to be in non-compliance to these approved policies and procedures, risk revocation of their credit card privileges and/or disciplinary action. If found guilty, they shall have restitution made from any monies owed to them by the City of Rock Falls.

Procedures

1. Credit Card limits for all users shall be maintained by the Business Office and is responsible for application, issuance and termination of all cards in conjunction with the issuing banking institution.
2. All routine purchases, as well as emergency purchases that may be necessary shall remain within the established budget of the respective department. Non-budgeted, emergency purchases must be reconciled within the approved department budget.
3. Detailed receipts must be retained and submitted to the Business Office to supplement the credit card monthly statements. In the case of meals and lodging or travel, each receipt must include the names of all persons involved in the purchase and a brief description of the business purchase, in accordance with the regulations established by the Internal Revenue Service.
4. Credit cardholders should make every effort to ensure the purchases do not include sales tax. A current tax-exempt certificate is available through the Business Office if necessary.

5. All monthly statements submitted for payment, must have the appropriate account numbers and the associated amounts clearly written on the statement. Multiple purchases charged to the same account number must be subtotaled.

Control

1. The assigned cardholder is responsible for contacting the vendor when supplies purchased with the credit card are not acceptable (incorrect order, damaged, etc.) and for arranging a return for credit and/or exchange.
2. The Finance Committee and the Business Office are responsible for administration of the cards to include, but not limited to; selection of card provider, payment of credit card bills, managing the issuance of cards and monitoring the proper usage as outlined in this policy approved by the City Council.
3. Assigned individuals will sign a Credit Card User Agreement before they are issued a credit card.
4. Upon the termination of an employee who has been assigned a credit card, the individual will be required to return the credit card for destruction, prior to the issuance of any final paycheck or final benefit pay outs.

Section 13: Receiving Procedures and Invoice Processing

Receiving Procedures

1. It shall be the responsibility of the receiving department to ensure that goods and services are received as ordered, in its entirety, and in good condition.
2. If the goods are faulty or damaged, notify the office of the City Clerk immediately.
3. It shall be the responsibility of the Department Head to authorize full or partial payment.
4. All invoices shall be mailed by the vendor directly to the Business Office.

Invoice Processing

Invoice processing will authorize the full or partial payment of any goods or services invoiced to the City of Rock Falls for payment.

1. Each invoice will be examined and initialed by the appropriate Department Head.
2. The Department Head is responsible for assuring the proper budget line item has been charged for the invoiced goods or services.
3. The City Administration will also examine and approve all invoices prior to check processing.

TELEPHONE QUOTE FORM

QUOTE 1:

Vendor/Company Name:______________________________

Phone #:______________________________

Person Giving Quote:______________________________

Item/Project Description:______________________________

Price:______________________________

Delivery Date & Additional Cost:______________________________

Period of Time Quoted Price is in Effect:______________________________

Quote Received By:______________________________

Department:______________________________

Local City Vendor YES ____ NO____ If no, explain:______________________________

QUOTE 2:

Vendor/Company Name:______________________________

Phone #:______________________________

Person Giving Quote:______________________________

Item/Project Description:______________________________

Price:______________________________

Delivery Date & Additional Cost:______________________________

Period of Time Quoted Price is in Effect:______________________________

Quote Received By:______________________________

Department:______________________________

Local City Vendor YES ____ NO____ If no, explain:______________________________

QUOTE 3:

Vendor/Company Name:______________________________

Phone #:______________________________

Person Giving Quote:______________________________

Item/Project Description:______________________________

Price:______________________________

Delivery Date & Additional Cost:______________________________

Period of Time Quoted Price is in Effect:______________________________

Quote Received By:______________________________

Department:______________________________

Local City Vendor YES ____ NO____ If no, explain:______________________________

Sole Source Justification

Vendor:____

Product/Service:____

Estimated annual expenditure for the above commodity or service:_______________________

Check all entries below that apply to the proposed purchase (Most sole source products/services will have more than one applicable entry).

_______Original manufacturer or provider

______ Only distributor of original manufacturer

______ The parts/equipment are not interchangeable with Similar parts of another manufacturer

______ This is the only known item or service that will meet the specialized needs of this dept. or perform the intended function

______ The parts/equipment are required from this source to permit standardization

______ None of the above, a detailed explanation is below.

Requested By:

____

Department Head Signature

Approved By:

____

City Administrator/Mayor

____

Date

Request for Quotation (Goods)

TO:____
Company Name

ATTENTION:____

QUOTE DEADLINE:___________________________________

ITEM	QUANTITY	UNIT	DESCRIPTION	DELIVERY DATE	COST	TOTAL
					Subtotal	
					Shipping	
					Tax Exempt	
					TOTAL	

Quote Valid for _______Days

Payment Terms:________________________

SIGNATURE OF COMPANY REP:____ DATE:________________________

Please fax or email quote to:____

Attention:____

Request for Quotation (Services)

TO:____
Company Name

ATTENTION:____

QUOTE DEADLINE:____

Location of Work:____

Description and Scope of Work: ____

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Quote Valid for _______Days

Payment Terms:______________________

SIGNATURE OF COMPANY REP:____ DATE:______________________

Please fax or email quote to:____

Attention:____

CITY OF ROCK FALLS
Certificate of Insurance Requirements

All Contractors, manufacturers/distributors and suppliers shall be required to carry and evidence insurance coverage with a standard Accord Certificate of Insurance with minimum limits applicable as outlined below. These Tier amounts shall be decided and required by the Department Head using the knowledge of the potential risks associated with the project being bid.

1. Minimum Insurance Requirements and limits

I. **Low Hazard**

A. Commercial General Liability	$1,000,000
B. Automobile Liability	$1,000,000
C. Workers Compensation	$1,000,000
D. City of Rock Falls named as “Additional Insured”	
E. 60 days’ notice of cancellation	
F. Hold Harmless Agreement included in contract	
G. Umbrella Liability	$2,000,000

II. **Medium Hazard**

A. Commercial General Liability	$2,000,000
B. Automobile Liability	$2,000,000
C. Workers Compensation	$2,000,000
D. City of Rock Falls named as “Additional Insured”	
E. 60 days’ notice of cancellation	
F. Hold Harmless Agreement included in contract	
G. Umbrella Liability	$2,400,000

III **High Hazard**

A. Commercial General Liability	$3,000,000
B. Automobile Liability	$3,000,000
C. Workers Compensation	$3,000,000
D. City of Rock Falls named as “Additional Insured”	
E. 60 days’ notice of cancellation	
F. Hold Harmless Agreement included in contract	
G. Umbrella Liability	$9,000,000

1. Cancellation or Alteration

   The policies of insurance required by this exhibit shall provide that they cannot be cancelled or altered in any way changing coverage except after 30 days prior written notice by certified mail to owner.

2. Workers' Compensation and General Liability Waiver of Subrogation in favor of the City of Rock Falls.

3. Insurance Certificates

   A. Must be submitted ten (10) days prior to any work being performed to allow review of certificates.

   B. Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the subcontractor will not be allowed on the jobsite.

4. Additional Insured and Broad Form Vendors' Liability in favor of the City of Rock Falls.

   The City must be named as an Additional Insured with the following wording appearing on the Certificate of insurance: "The City of Rock Falls and all officials and employees of the City as to any and all projects, as an additional Insured for the Commercial General Liability as respects and all projects for any work being performed and this coverage will be primary and noncontributory."

5. Minimum Insurance Carrier

   All contractors, manufacturers/distributors and suppliers' insurance carriers must comply with the minimum A.N. Best rating of A-VI for all insurance carriers.

CERTIFICATE OF COMPLIANCE STATEMENT

The undersigned, upon being first duly sworn, hereby certifies to the City of Rock Falls, Whiteside County, Illinois, that ________________________________(bidder) shall comply with all of the following established compliance standards.

1. Certificate of Compliance with Safety Standards

2. Certificate of Compliance that the above bidder is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under CH.65, Sec. 11-42.1-1, Illinois Compiled Statutes.

3. Certificate of Compliance that the above bidder complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

4. Certificate of non-Disqualification certifying that the above named bidder is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

   NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33E-11 (b).

5. Certificate of Compliance with Prevailing Wage Rate Act certifying that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Compiled Statutes, Chapter 820, par. 130/31. et. seq., and as amended by Public Act 86-799 and 86-693 with rates to be paid in effect at time work is performed. Contractors shall submit certified payroll records to the Illinois Department of Labor database at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx.

____
Name of Contractor

By:________________________________

State of Illinois)
)
County of________________)

Subscribed and sworn to before me this _______ day of ____________________, 20____.

____
Notary Public

PREVAILING WAGE CERTIFICATION

Contractor –
Owner-- City of Rock Falls, Illinois

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, workers and mechanics performing work under the contract, and Contractor agrees that all subcontracts and lower tiered subcontracts shall contain a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under such subcontract or lower tiered subcontract, all as determined by the Department of Labor of the State of Illinois.

Contractor also agrees that it shall:

1. Make and keep for a period of not less than three (3) years, records of all laborers, mechanics and other workers employed on the project, including each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of work each day; and

2. Certified payrolls shall be submitted to the Illinois Department of Labor database at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx

At the time of request for each progress payment, Contractor shall deliver to Owner a contractor's affidavit listing all suppliers of labor and material, the work performed by each, the amounts paid to each to date, the amount due for work performed to date and a waiver of lien for any payments made to any such supplier signed by such supplier.

Contractor:	Owner: City of Rock Falls, Illinois
By: ______________________________ President	By: ______________________________ Mayor

CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT

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

1. **Description of Project**. Engineer agrees to perform professional services in connection with the Project as described on Exhibit 1, attached hereto and incorporated herein.

2. **Engineer's Services**. The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.

3. **Compensation**. The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.

4. **Termination**. This Agreement may be terminated by the City upon giving fourteen (14) days notice in writing to the Engineer. Upon such termination, the Engineer shall deliver to the City all drawings, specifications, partial and completed estimates and data, if any, completed pursuant to the Agreement up to the date of termination, with the understanding that all such material becomes the property of the City. The Engineer shall be paid for any services completed and any services partially completed up to the date of termination.

5. **Engineer's Responsibilities**. Engineer shall provide the services required hereunder in a manner consistent with that degree of care and skill ordinarily exercised by engineers under the same or similar circumstances. Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, but shall endeavor to advise the City and act as the City's professional representative in all phases of the project, and will give consultation and advice to the City during the performance of Engineer's services.

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

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

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

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

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

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

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

WILLETT HOFMANN & ASSOCIATES, INC.

By Brian K. Conner

PRESIDENT

(Title)

WILLETT, HOFMANN & ASSOCIATES CORPORATE SEAL 1966

ATTEST:

Secretary

CITY OF ROCK FALLS, ILLINOIS,

By____________________________

Mayor

ATTEST:

____

City Clerk

Exhibit 1
Project Description

The rehabilitation work for the Water Treatment Plant and Industrial Park water towers includes the following:

Industrial Park Water Tower

- Power wash the tower.
- Repaint failed paint areas on exterior of tank.
- Install screen or gasket on the access tube to prevent insect from entering.

Water Treatment Plant Water Tower

- Power Wash Tank Exterior
- Repaint failed paint areas on the roof, interior dry areas, and interior wet areas of the tower.
- Remove fill pipe.
- Remove and replace the fill/draw pipe and overflow pipe in the tower.
- Paint new piping.
- Install insulation and jacket on the new fill/draw pipe.
- Remove and replace the mud valve.
- Valve pit and site piping removal and replacement.

Exhibit 2
Description of Services

Design Phase Engineering Services

The design phase engineering services will include the following:

1. Revise construction drawings to reflect the scope of work detailed in the Project Plan report.
2. Preparation of a Project Manual which will include the bidding and contract documents, general conditions, IEPA loan program requirements, and technical specifications.
3. One project design meeting to review the construction drawings and Project Manual prior to bidding.

Construction Phase Engineering Services

The construction engineering services will include the following:

1. Advertising the project for bids in the local newspaper on behalf of the City. The City will pay the bid advertisement cost.
2. Conduct a pre-bid meeting.
3. Answer contractor questions during bidding and prepare any addenda, if necessary.
4. Conduct public bid opening.
5. Prepare a bid summary and award letter.
6. Conduct a pre-construction meeting with the City, Contractor, and WHA.
7. Shop drawing review of paint system and water tower appurtenances to be replaced.
8. Provide part-time construction observation. 12 construction weeks at 15 hours per week for a total of 180 hours.
9. Prepare monthly pay requests for submittal to the City.
10. Prepare monthly IEPA Loan Disbursement from.
11. Prepare the quarterly Apprenticeship form.
12. Prepare "Record Drawings" for the completed work.

Period of Service

This Agreement shall remain in force for period of sixty (60) days after the final contractor pay request and closeout documents have been approved by the OWNER.

Exhibit 3
Compensation

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

Engineer Fee Summary

Phase	Fee
Design Engineering	$10,000
Construction Engineering	$42,000
Total Engineering Fee	$52,000

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

1. Audit and Access to Records Clause

   a. Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

   b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

   c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on pertinent portions of the draft audit report.

   d. The final audit report shall include the written comments, if any, of the audited parties.

   e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or cost or items to which an audit exception has been taken, shall be maintained, and made available for three years after the resolution of the appeal, litigation, claim or exception.

2. Covenant Against Contingent Fees Clause

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

3. USEPA Nondiscrimination Clause

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

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

4. USEPA Fair Share Percentage Clause

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

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

CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT

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

1. **Description of Project**. Engineer agrees to perform professional services in connection with the Project as described on Exhibit 1, attached hereto and incorporated herein.

2. **Engineer's Services**. The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.

3. **Compensation**. The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.

4. **Termination**. This Agreement may be terminated by the City upon giving fourteen (14) days notice in writing to the Engineer. Upon such termination, the Engineer shall deliver to the City all drawings, specifications, partial and completed estimates and data, if any, completed pursuant to the Agreement up to the date of termination, with the understanding that all such material becomes the property of the City. The Engineer shall be paid for any services completed and any services partially completed up to the date of termination.

5. **Engineer's Responsibilities**. Engineer shall provide the services required hereunder in a manner consistent with that degree of care and skill ordinarily exercised by engineers under the same or similar circumstances. Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, but shall endeavor to advise the City and act as the City's professional representative in all phases of the project, and will give consultation and advice to the City during the performance of Engineer's services.

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

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

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

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

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

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

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

WILLETT HOFMANN & ASSOCIATES, INC.

By______________________________

PRESIDENT
____
(Title)

ATTEST:

____
Secretary

CITY OF ROCK FALLS, ILLINOIS,

By______________________________
Mayor

ATTEST:

____
City Clerk

Exhibit 1
Project Description

The water treatment plant improvements include the following:

1. Replace the exterior mounted motor control center on the aeration/detention tank structure with a new motor control center to be located inside the water treatment plant building.

2. Provide new exterior disconnects and HOA controls at the aeration/detention tank structure for the existing high lift pumps and aeration blower.

3. Provide control and alarm wiring between the new motor control center and the existing SCADA system.

4. Provide a new mini-split heating and cooling unit to serve the electrical room.

5. Replace two (2) doors and frames at the water treatment plant building.

6. Make concrete repairs to the detention tank and install a waterproof coating system on the inside of the tank.

7. Install a temporary detention tank, high service pumps, and piping system to bypass the detention tank.

Exhibit 2
Description of Services

IEPA Loan Application Documents

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

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

Design Phase Engineering Services

The design phase engineering services will include the following:

1. Topographical survey of the project area at the water treatment plant was previously completed and is not included in the design services.
2. Preparation of the electrical and mechanical construction drawings were previously completed and is not included in the design services.
3. Preparation of the construction drawings for the detention tank rehabilitation work.
4. Preparation of a Project Manual which will include the bidding and contract documents, general conditions, IEPA loan program requirements, and technical specifications.
5. Two (2) project design meetings to review the construction drawings and Project Manual prior to bidding.

Construction Phase Engineering Services

The construction engineering services will include the following:

1. Advertising the project for bids in the local newspaper on behalf of the City. The City will pay the bid advertisement cost.
2. Conduct a pre-bid meeting.
3. Answer contractor questions during bidding and prepare any addenda, if necessary.
4. Conduct public bid opening.
5. Prepare an award recommendation letter.
6. Conduct a pre-construction meeting with the City, Contractor, and WHA.
7. Shop drawing review of the equipment to be provided.
8. Provide part-time construction observation. 12 construction weeks at 20 hours per week for a total of 240 Hours.
9. Prepare monthly pay requests for submittal to the City.
10. Prepare monthly IEPA Loan Disbursement form.
11. Prepare the quarterly Apprenticeship report form.
12. Prepare "Record Drawings" for the completed work.

Exhibit 3
Compensation

We propose to perform the engineering services for the water treatment plant improvements on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule, and detailed in the table below.

Engineer Fee Summary

Phase	Fee
IEPA Loan Application Documents	$ 10,000
Design Engineering	$ 43,000
Construction Engineering	$ 56,000
Total Engineering Fee	$109,000

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

1. Audit and Access to Records Clause

   a. Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.

   b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

   c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on pertinent portions of the draft audit report.

   d. The final audit report shall include the written comments, if any, of the audited parties.

   e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or cost or items to which an audit exception has been taken, shall be maintained, and made available for three years after the resolution of the appeal, litigation, claim, or exception.

2. Covenant Against Contingent Fees Clause

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

3. USEPA Nondiscrimination Clause

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

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

4. USEPA Fair Share Percentage Clause

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

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

Building Valuation Data – AUGUST 2024

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2025. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2024 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget x (\%)}}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a $300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is $30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300{,}000 \text{ x } 75\%}{\$30{,}000{,}000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

Permit Fee = Gross Area x Square Foot Construction Cost
X Permit Fee Multiplier

Example

Type of Construction: IIB
Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.
Height: 2 stories
Permit Fee Multiplier = 0.0075
Use Group: B

1. Gross area:
   Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
   B/IIB = $260.46/sq. ft.
3. Permit Fee:
   Business = 16,000 sq. ft. x $260.46/sq. ft x 0.0075
   = $31,255

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).

- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs [a, b, c]

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	333.98	322.10	312.59	300.28	280.58	272.46	290.01	261.47	251.46
A-1 Assembly, theaters, without stage	306.63	294.75	285.24	272.92	253.47	245.34	262.66	234.35	224.35
A-2 Assembly, nightclubs	264.07	256.33	248.28	238.82	223.69	217.61	230.62	203.42	195.71
A-2 Assembly, restaurants, bars, banquet halls	263.07	255.33	246.28	237.82	221.69	216.61	229.62	201.42	194.71
A-3 Assembly, churches	311.21	299.32	289.82	277.50	258.18	250.05	267.24	239.06	229.06
A-3 Assembly, general, community halls, libraries, museums	261.35	249.47	238.96	227.64	207.19	200.06	217.38	188.07	179.07
A-4 Assembly, arenas	305.63	293.75	283.24	271.92	251.47	244.34	261.66	232.35	223.35
B Business	292.48	282.09	271.97	260.46	237.85	229.40	250.46	212.56	202.84
E Educational	279.20	269.50	260.98	250.17	233.48	221.55	241.57	204.55	198.00
F-1 Factory and industrial, moderate hazard	162.52	154.68	144.93	139.48	124.19	118.17	132.99	102.98	95.90
F-2 Factory and industrial, low hazard	161.52	153.68	144.93	138.48	124.19	117.17	131.99	102.98	94.90
H-1 High Hazard, explosives	151.65	143.81	135.05	128.61	114.61	107.60	122.11	93.40	N.P.
H234 High Hazard	151.65	143.81	135.05	128.61	114.61	107.60	122.11	93.40	85.33
H-5 HPM	292.48	282.09	271.97	260.46	237.85	229.40	250.46	212.56	202.84
I-1 Institutional, supervised environment	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
I-2 Institutional, hospitals	459.84	449.45	439.33	427.82	403.26	N.P.	417.81	377.98	N.P.
I-2 Institutional, nursing homes	319.21	306.86	296.74	285.23	264.10	N.P.	275.22	238.82	N.P.
I-3 Institutional, restrained	341.48	331.09	320.97	309.46	288.34	278.89	299.46	263.05	251.33
I-4 Institutional, day care facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
M Mercantile	197.08	189.34	177.79	171.82	156.33	151.25	163.63	136.06	129.35
R-1 Residential, hotels	267.42	258.06	249.33	240.60	220.62	214.60	240.64	198.79	192.64
R-2 Residential, multiple family	223.61	214.25	205.52	196.79	177.77	171.76	196.82	155.95	149.80
R-3 Residential, one- and two-family [d]	211.77	205.84	200.99	197.13	190.36	183.32	193.75	177.67	167.37
R-4 Residential, care/assisted living facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
S-1 Storage, moderate hazard	150.65	142.81	133.05	127.61	112.61	106.60	121.11	91.40	84.33
S-2 Storage, low hazard	149.65	141.81	133.05	126.61	112.61	105.60	120.11	91.40	83.33
U Utility, miscellaneous	115.27	108.48	100.93	96.59	86.02	80.36	91.94	68.09	64.85

a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent
c. N.P. = not permitted
d. Unfinished basements (Group R-3) = $31.50 per sq. ft.