

# City of Rock Falls

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

## *Mayor*

William B. Wescott  
815-380-5333

*City Administrator*  
Robbin D. Blackert  
815-564-1366



## *City Clerk*

Eric Arduini  
815-622-1104

*City Treasurer*  
Kay Abner  
815-622-1100

## City Council Agenda Rock Falls Council Chambers January 5th, 2016 6:30 p.m.

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

### **Audience Requests:**

### **Community Affairs:**

Randy Balk, Executive Director, Rock Falls Community Development Corporation  
Bethany Bland, President / CEO, Rock Falls Chamber of Commerce.

### **Consent Agenda:**

1. Approve the Minutes of the December 15th, 2015 Regular Council Meeting
2. Approval of bills as presented

### **Ordinances Second Reading / Adoption**

1. Adoption of Ordinance 2016-2247 amending Sec. 8-823 Door to Door Solicitations Registration and License Required.
2. Adoption of Ordinance 2016-2248 amending Sec. 2-116 Impersonation, 10-123(g) Prairie Grass regulation, and 15-441 Fee.
3. Adoption of Ordinance 2016-2249 Disposal of City property - 1995 GMC K250 Pickup Truck.

### **City Administrator Robbin D. Blackert:**

1. Approval of Resolution 2016-729 Recommendation to the Planning Commission to permit agricultural crop production in M-1 and M-2 Districts.
2. Approval the change order from Leander Construction, 24472 N. County Hwy 6 Canton, IL 61520 for the installation of submersible pumps at the Main Pumping Station in the amount of \$429,372.58

**Information/Correspondence:**

Eric Arduini, City Clerk  
James Reese, City Attorney  
Brian Frickenstein, City Engineer

**Department Heads:**

Water Reclamation- Ed Cox  
Electric- Mr. Simon

1. Approval of Resolution 2016-727 Approval of the offer to purchase, and sale of Renewable Energy Credits to Aspre Energy, LLC. - \$15.00 per credit

Police Chief- Chief Tammy Nelson  
Fire Chief- Chief Gary Cook  
Building Inspector- Mark Searing  
Water – Ted Padilla  
Tourism – Janell Loos

**Ward Reports:**

Ward 1	Ward 2	Ward 3	Ward 4
Ald. Reitzel	Ald. Kuhlemier	Ald. Schuneman	Ald. Folsom
Ald. Logan	Ald. Snow	Ald. Kleckler	Ald. Watts

**Mayor's Report:**

1. Approval of Resolution 2016-728 terminating the agreement with the RFCDC.

**Executive Session:**

**Any action taken from Executive Session:**

**Adjournment:**

**Next City Council Meeting 1-19-2016**

Posted 12-31-2015

Eric Arduini / City Clerk

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

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

December 15th, 2015

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. December 15th, 2015 in the Council Chambers of Rock Falls by Mayor William B. Wescott.

City Clerk Eric Arduini called the roll following the pledge of allegiance. A quorum was present including Mayor William B. Wescott, Aldermen Reitzel, Logan, Kuhlemier, Schuneman, Kleckler, Folsom, and Watts. Alderman Snow was absent. In addition City Attorney James Reese, and City Administrator Robbin Blackert were present.

**Audience Request:**

1. Kelly Keaschall thanked the City for the years of support given to the RFCDC. He hopes that the two can continue to work together in the future.

**Consent Agenda:**

A motion was made to approve the consent agenda as presented by omnibus designation by Alderman Schuneman and second by Alderman Reitzel.

1. Approve the Minutes of the December 1st, 2015 Regular Council Meeting
2. Approval of bills as presented.
3. Approval of **Resolution 2015-724** M.F.T. General Maintenance materials.

**Vote 7 aye, motion carried**

**Ordinances First Reading:**

A motion was made by Alderman Watts and second by Alderman Folsom to approve the first reading of the following ordinances.

1. Approval of **Ordinance 2015-2247** amending Sec. 8-823 Door to Door Solicitations Registration and License Required.
2. Approval of **Ordinance 2015-2248** amending Sec. 2-116 Impersonation, 10-123(g) Prairie Grass regulation, and 15-441 Fee.

**Viva Voce Vote, motion carried**

**Ordinances Second Reading/ Adoption**

A motion was made by Alderman Kuhlemier, and second by Alderman Logan to adopt **Ordinance 2015-2244** approving the FY 16 tax levy.

**Vote 7 aye, motion carried**

A motion was made by Alderman Kuhlemier, and second by Alderman Schuneman to adopt **Ordinance 2015-2245** Tax abatement for electric bond.

**Vote 7 aye, motion carried**

A motion was made by Alderman Kuhlemier, and second by Alderman Reitzel to adopt **Ordinance 2015-2246** Tax abatement for motor fuel tax bond.

**Vote 7 aye, motion carried**

**City Administrator Robbin D. Blackert:**

City Administrator Robbin Blackert informed the Council that Ken Freeman from Bass Pro Shop's Big Cat Quest Tournament had approached the Tourism committee recently. Mr. Freeman gave a detailed presentation about a two day event to be held at the slab in the RB&W District on June 25<sup>th</sup> and 26<sup>th</sup> corresponding with the Rock Falls River Chase and the Summer Splash events. City Attorney James Reese is finishing the details on the contract with Pro Shop's Big Cat Quest. A motion to approve hosting and funding the event not to exceed \$15,000 with Attorney Reese's review and recommendation of the contract, was made by Alderman Logan, and second by Alderman Watts.

Alderman Logan stated that the opportunity is tremendous, and it will grow to a long lasting event. Alderman Watts mentioned that the timeframe seems tight to get this on the schedule, but Janell Loos from Tourism has put a lot of time into this project.

**Vote 7 aye, motion carried**

Administrator Blackert stated that the Phase I environmental study of the Hallman Property has been completed. A Phase II study will need to be done at the big trucking building on Lot 2 at a cost of \$13,500. The City will be closing on this part of the property on Friday December 18<sup>th</sup>, 2015, and the rest of the property will be closed on January 20<sup>th</sup>, 2016. A motion to approve the Phase II environmental contract with Terracon was made by Alderman Schuneman, and second by Alderman Reitzel.

Mayor Wescott reminded the Council that if items are found during the study that need to be cleaned up, the sellers will be responsible, and the amount of the cleanup will be deducted from the price of the second sale.

**Vote 7 aye, motion carried**

Alderman Reitzel made a motion and second by Alderman Logan to approve the recommendation from the Planning and Zoning Commission for allowing crop production in M-1 areas larger than 5 acres. Adm. Blackert explained that this is needed to comply with the ordinances.

**Vote 7 aye, motion carried**

Alderman Schuneman made a motion, and second by Alderman Watts for the approval of **Resolution 2015-726** approving the final plat of Glen's Gardens subdivision. Attorney Reese explained that this parcel must be closed on by December 21<sup>st</sup>, 2015. The City can proceed with the Phase II evaluation, and if cleanup is needed the amount can be withheld from the purchase of the other land.

**Vote 6 aye, motion carried (Alderman Kuhlemier abstained)**

Administrator Blackert wished everyone a Merry Christmas, and informed the Council that she will be taking the next week off for vacation.

**Ward Reports:**

**Ward 1**

Alderman George Logan wished everyone a safe and Happy Holiday.

**Ward 2**

Alderman Glen Kuhlemier hopes everyone enjoys the goodness and the spirit of the Holiday. He mentioned the passing of two great activists in the community Felina Hasselman, who had been involved with Head Start and feeding children. Deloris "Dee" Freas who had been active in the "Rails to Trails" initiative.

### Ward 3

Alderman Jim Schuneman reported that this is his first eagle report of the year, and there are at least two eagles in town currently. Mr. Schuneman also commented on the good turnout for the Hennepin Canal - Trails committee meeting where Steve Buchtel gave his presentation concerning the trails. Alderman Schuneman everyone a Merry Christmas.

Alderman Rod Kleckler inquired what had happened to the liberty bell on 1<sup>st</sup> Avenue. Mayor Wescott explained that the agreement when it was placed there in 1976, was for it to remain there and be maintained as long as Delmar McNinch owned the property. The bell and plaques are currently being stored in the Street Department and will be put back on display at the riverfront, or somewhere else.

### Ward 4

Alderman Lee Folsom wishes everyone a Happy Holidays

Alderman John Watts wished everyone a merry Christmas, and a happy New Year. Mr. Watts also commented on the bridge reconstruction on Route 40 over the Hennepin Canal. The northbound lane has been striped, and should be open soon.

### Mayor's Report:

Mayor Wescott informed the Council of the recommendation from the Finance Committee to terminate the agreement with the Rock Falls Community Development Corporation. Mayor Wescott stated that the City would need to give 90 days' notice. After much discussion, and thanks given to everyone involved in the RFCDC for their hard work, a motion was made by Alderman Kuhlemier, and second by Alderman Logan to terminate the agreement with the Rock Falls Community Development Corporation on April 30, 2016.

**Vote 6 aye 1 nay (Folsom)**

Mayor Wescott presented a packet to the Council from Stanley Consultants concerning replacing the pumps at the main wastewater pump station. The change order presented was to increase the size of the pumps, and also make them submersible. The lead time on these pumps is 20 weeks, and a formal change order will be presented at the next City Council meeting. After much discussion a motion was made by Alderman Reitzel, and second by Alderman Logan for tentative approval of the change order with a vote for ratification at the January 5<sup>th</sup>, 2015 Council meeting.

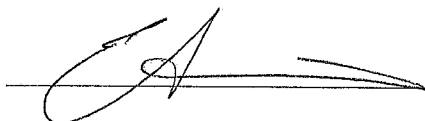
Mayor Wescott informed the council about the passage of SB 2305, and reported that some of the held funds have been distributed to the city.

Mayor Wescott invited the Council to a property tax freeze presentation being held in Dixon on December 18<sup>th</sup>, 2015 at the Town Square Center.

Mayor Wescott thanked all of the City employees for their hard work over the year, reminded them that the City Christmas Party will be held on Saturday, December 19<sup>th</sup>, 2015 beginning at 5:00pm.

With nothing else for the good of the Council A motion was made by Alderman Folsom, and second by Alderman Reitzel to adjourn the meeting at 7:23pm.

**Viva Voce Vote, motion carried**



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois January 5, 2016

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		\$5,652.77
General Fund		\$141,156.47
Tax Increment Financing		\$0.00
Industrial Development		\$0.00
Electric	Electric O & M	\$389,878.58
Broadband Fund		\$0.00
GIS/IT Fund		\$55.00
Sewer	Sewer Revenue/O & M	\$30,839.45
Water	Water Revenue/O & M	\$22,007.41
Garbage		\$0.00
Customer Service Center		\$2,830.59
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$0.00
Motor Fuel Tax		\$110,590.00
Customer Utility Deposits		\$395.90
		<u>\$703,406.17</u>

Alderman Kuhlemier  
Alderman Watts  
Alderman Logan

DATE: 12/14/2015  
TIME: 11:46:31  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/14/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
30	SEWER		
5122	LEANDER CONSTRUCTION, INC.	105,369.26	3,240.00
	SEWER		3,240.00
	TOTAL ALL DEPARTMENTS		3,240.00

DATE: 12/17/2015  
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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/18/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	50,249.30	108.52
	TOURISM		108.52
GENERAL FUND			
01	ADMINISTRATION		
4861	CIRCUIT CLERK OF WHITESIDE CO	600.00	300.00
5015	CARD SERVICE CENTER	50,249.30	359.80
5043	DAYS INN		2,562.50
	ADMINISTRATION		3,222.30
04	BUILDING		
5015	CARD SERVICE CENTER	50,249.30	107.40
837	SHELL FLEET PLUS	51,160.30	62.44
	BUILDING		169.84
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	50,249.30	31.86
	CITY CLERK'S OFFICE		31.86
06	POLICE		
4796	VERIZON WIRELESS	10,196.19	317.00
5015	CARD SERVICE CENTER	50,249.30	506.49
651	NICOR	10,278.40	105.04
752	ROCK FALLS AREA DOG CONTROL	4,207.20	477.60
837	SHELL FLEET PLUS	51,160.30	1,834.39
	POLICE		3,240.52
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	4,550.00	650.00
	CODE HEARING DEPARTMENT		650.00



INVOICES DUE ON/BEFORE 12/18/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
10	STREET		
1224	AIRGAS USA LLC	2,105.01	115.06
1466	ALARM DETECTION SYSTEMS, INC.	3,396.90	457.35
2379	STANDARD EQUIPMENT COMPANY	3,379.01	749.73
2631	HOUSE'S TRUCK & AUTO REPAIR	17,895.35	6.74
4207	O'REILLY AUTOMOTIVE INC	5,216.73	5.68
4946	MARTIN & COMPANY EXCAVATING		94,612.39
5117	NETWORKFLEET, INC	9,230.99	151.60
55	ARAMARK UNIFORM SERVICES, INC.	15,045.25	218.66
651	NICOR	10,278.40	308.95
837	SHELL FLEET PLUS	51,160.30	1,012.52
	STREET		97,638.68
12	PUBLIC PROPERTY		
1165	COMPLETE ELECTRICAL CONTR. INC	42,229.40	116.00
194	GRUMMERT'S HARDWARE - R.F.	3,819.91	57.58
4640	TERRACON CONSULTANTS, INC.	8,927.02	3,500.00
651	NICOR	10,278.40	123.57
T0001959	SAUK VALLEY PLUMBING INC	4,116.63	175.00
	PUBLIC PROPERTY		3,972.15
13	FIRE		
2519	FIVE ALARM FIRE & SAFETY EQUIP		317.00
3010	CUSTOM MONOGRAM	2,731.90	43.00
3141	COMPANY ONE	3,137.93	275.00
4447	FRANK'S SMALL ENGINE REPAIR	574.43	18.95
5015	CARD SERVICE CENTER	50,249.30	509.45
651	NICOR	10,278.40	315.13
837	SHELL FLEET PLUS	51,160.30	668.38
T0003294	MOBILE ELECTRONICS, INC	1,234.05	150.00
	FIRE		2,296.91
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	1,833.00	93.00
	BUILDING CODE DEMOLITION FUND		93.00

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/18/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
5015	CARD SERVICE CENTER	50,249.30	725.00
	EMPLOYEE GROUP INS		725.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1527	RESCO	35,968.06	1,206.16
2212	ALLIANCE MATERIALS, INC.	11,327.24	16.67
2718	TOM ROWZEE	4,066.25	250.00
2844	HODGE DWYER & DRIVER		9,483.00
395	HILL'S ELECTRIC MOTOR SERVICE	2,700.32	22.16
437	ILLINOIS MUNICIPAL ELECTRIC	2,678,717.70	345,146.09
4730	FLETCHER-REINHARDT CO	53,899.03	491.70
5008	POWER SYSTEM ENGINEERING INC	56,429.30	435.00
5015	CARD SERVICE CENTER	50,249.30	889.15
5117	NETWORKFLEET, INC	9,230.99	322.15
651	NICOR	10,278.40	319.33
690	PLAINWELL BRASS, INC.	671.50	75.60
837	SHELL FLEET PLUS	51,160.30	1,153.82
	OPERATION & MAINTENANCE		359,810.83
SEWER FUND			
38	OPERATION & MAINTENANCE		
2301	STERLING NAPA	526.33	74.99
2451	MENARDS	2,014.90	37.81
4796	VERIZON WIRELESS	10,196.19	208.76
5117	NETWORKFLEET, INC	9,230.99	113.70
651	NICOR	10,278.40	3,229.78
837	SHELL FLEET PLUS	51,160.30	235.27
T0001959	SAUK VALLEY PLUMBING INC	4,116.63	931.81
	OPERATION & MAINTENANCE		4,832.12
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	104,922.45	167.00
	WATER		167.00

INVOICES DUE ON/BEFORE 12/18/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
169	CITY OF DIXON	2,761.00	202.00
194	GRUMMERT'S HARDWARE - R.F.	3,819.91	287.82
2451	MENARDS	2,014.90	249.93
2611	FISCH MOTORS INC	151.50	25.25
3107	CULVER'S	223.20	24.31
364	GRUMMERTS HARDWARE - STERLING	1,349.10	10.79
4141	JEFF BEHRENS EXCAVATING	57,178.30	750.00
4207	O'REILLY AUTOMOTIVE INC	5,216.73	114.36
5117	NETWORKFLEET, INC	9,230.99	132.65
55	ARAMARK UNIFORM SERVICES, INC.	15,045.25	98.87
631	MURRAY & SONS EXCAVATING, INC	80,333.50	970.00
651	NICOR	10,278.40	307.34
67	B & D SUPPLY CO.	3,035.53	214.83
837	SHELL FLEET PLUS	51,160.30	580.15
	OPERATION & MAINTENANCE		3,968.30
MFT BOND FUND			
61	MFT BOND & INTEREST		
4011	SAUK VALLEY BANK & TRUST CO.	31,733.75	110,590.00
	MFT BOND & INTEREST		110,590.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003404	████████████████████		93.35
	CUSTOMER UTILITY DEPOSITS		93.35
	TOTAL ALL DEPARTMENTS		591,610.38

DATE: 12/21/2015  
TIME: 10:06:08  
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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/21/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	3,320.00	300.00
	ADMINISTRATION		300.00
06	POLICE		
T0003405	R.K. TOWING & RECOVERY		100.00
	POLICE		100.00
40	HOME GRANT PROGRAMS		
5078	C & C SWORD CONSTRUCTION	8,310.00	18,175.00
	HOME GRANT PROGRAMS		18,175.00
	TOTAL ALL DEPARTMENTS		18,575.00

INVOICES DUE ON/BEFORE 12/31/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	6,881.35	195.00
200	COM ED	1,153.86	77.49
2528	OUTFRONT MEDIA	11,925.00	1,325.00
2796	U.S. CELLULAR	57.15	104.48
2985	WALMART COMMUNITY/GEMB	4,801.66	-51.34
4815	TDG COMMUNICATIONS INC	1,095.00	3,750.00
795	SBM BUSINESS EQUIPMENT CENTER	4,629.85	143.62
	TOURISM		5,544.25
GENERAL FUND			
01	ADMINISTRATION		
2451	MENARDS	2,302.64	94.83
2688	STAPLES CREDIT PLAN	558.47	35.03
4310	PITNEY BOWES	2,445.80	500.00
4392	WILLIAM B WESCOTT	1,592.22	276.00
4744	RISE BROADBAND	6,368.02	19.51
	ADMINISTRATION		925.37
02	CITY ADMINISTRATOR		
4744	RISE BROADBAND	6,368.02	23.41
	CITY ADMINISTRATOR		23.41
04	BUILDING		
2688	STAPLES CREDIT PLAN	558.47	68.07
4744	RISE BROADBAND	6,368.02	46.82
795	SBM BUSINESS EQUIPMENT CENTER	4,629.85	121.38
	BUILDING		236.27
05	CITY CLERK'S OFFICE		
2985	WALMART COMMUNITY/GEMB	4,801.66	0.98
4744	RISE BROADBAND	6,368.02	66.31
	CITY CLERK'S OFFICE		67.29

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/31/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1448	COMMUNICATION REVOLVING FUND	7,395.60	279.12
2985	WALMART COMMUNITY/GEMB	4,801.66	56.26
350	GISI BROS. INC.	4,719.11	968.54
4201	JESSE'S TOWING & SERVICE	475.20	15.00
4422	SOS TECHNOLOGIES		158.35
4692	PANTHER UNIFORMS, INC.	1,981.28	159.80
4744	RISE BROADBAND	6,368.02	97.53
4881	SIRCHIE FINGER PRINT LAB		98.77
55	ARAMARK UNIFORM SERVICES, INC.	15,362.78	51.00
795	SBM BUSINESS EQUIPMENT CENTER	4,629.85	98.34
T0003349	ILETSB EXECUTIVE INSTITUTE	150.00	150.00
	POLICE		2,132.71
07	CODE HEARING DEPARTMENT		
2688	STAPLES CREDIT PLAN	558.47	53.40
4931	MUNICIPAL SYSTEMS INC	6,886.08	675.70
	CODE HEARING DEPARTMENT		729.10
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	4,165.31	51.28
2771	PAETEC	2,143.74	75.46
2985	WALMART COMMUNITY/GEMB	4,801.66	38.83
337	GARAGE DOOR SPECIALISTS	2,366.50	908.50
34	ALTORFER INC.	22,052.78	16.78
4655	WHEELHOUSE, INC.	8,396.62	128.00
4744	RISE BROADBAND	6,368.02	23.41
4796	VERIZON WIRELESS	10,721.95	59.80
529	LAWSON PRODUCTS, INC.	2,221.05	216.76
55	ARAMARK UNIFORM SERVICES, INC.	15,362.78	17.20
631	MURRAY & SONS EXCAVATING, INC	81,303.50	3,216.00
852	S.J. SMITH WELDING SUPPLY	234.10	22.45
	STREET		4,774.47
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	4,165.31	35.98

INVOICES DUE ON/BEFORE 12/31/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
12	PUBLIC PROPERTY		
2985	WALMART COMMUNITY/GEMB	4,801.66	44.15
423	AT&T	11,612.07	185.04
4558	WHITESIDE COUNTY GIS		100.00
	PUBLIC PROPERTY		365.17
13	FIRE		
2985	WALMART COMMUNITY/GEMB	4,801.66	109.83
4744	RISE BROADBAND	6,368.02	23.41
5032	COMCAST	89.05	29.90
724	RANDY'S TRUCK REPAIR, INC.	2,888.35	729.57
T0002972	MOBIL FIRE EQUIP PREV MTN LLC		310.75
	FIRE		1,203.46
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	1,926.00	62.00
	BUILDING CODE DEMOLITION FUND		62.00
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
2985	WALMART COMMUNITY/GEMB	4,801.66	21.96
	EMPLOYEE GROUP INS		21.96
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	496.82	430.26
1853	MOORE TIRES INC.	2,931.14	1,124.28
2714	ESRI		3,333.34
2771	PAETEC	2,143.74	160.76
2851	FASTENAL COMPANY	2,974.48	118.71
2985	WALMART COMMUNITY/GEMB	4,801.66	10.52
31	ALTEC INDUSTRIES, INC.	116,947.68	1,325.26

DATE: 12/30/2015  
TIME: 14:57:43  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 12/31/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4148	BHMG ENGINEERS	8,750.00	1,922.00
423	AT&T	11,612.07	112.61
4326	TOMPKINS ALUMINUM FOUNDRY, INC		1,600.00
4544	UPS	102.79	6.51
4730	FLETCHER-REINHARDT CO	54,390.73	8,975.00
4744	RISE BROADBAND	6,368.02	519.63
4796	VERIZON WIRELESS	10,721.95	394.01
5008	POWER SYSTEM ENGINEERING INC	56,864.30	450.00
5020	GRAYBAR	11,796.10	7,237.85
5112	TEMPLE DISPLAY, LTD		686.87
5127	JM TEST SYSTEMS	838.16	1,051.91
529	LAWSON PRODUCTS, INC.	2,221.05	134.77
55	ARAMARK UNIFORM SERVICES, INC.	15,362.78	464.50
T0003406	DAVID WIESE		8.96
	OPERATION & MAINTENANCE		30,067.75

GIS/IT FUND			
22	GIS/IT FUND		
4826	ILLINOIS GIS ASSOCIATION		55.00
	GIS/IT FUND		55.00

SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	4,165.31	71.49
200	COM ED	1,153.86	150.00
2517	PRAIRIE HILL RDF	6,116.63	954.85
2714	ESRI		3,333.33
2985	WALMART COMMUNITY/GEMB	4,801.66	198.86
423	AT&T	11,612.07	382.34
4446	MORING DISPOSAL, INC.	264,801.97	750.00
4744	RISE BROADBAND	6,368.02	23.41
5105	STANLEY CONSULTANTS, INC.	62,780.41	4,221.61
818	SCHREINER OIL CO., INC.	3,594.30	170.54
	OPERATION & MAINTENANCE		10,256.43

WATER FUND



INVOICES DUE ON/BEFORE 12/31/2015



VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	135,481.49	1,302.60
4361	FERGUSON WATERWORKS #2516	105,089.45	547.05
	WATER		1,849.65
48	OPERATION & MAINTENANCE		
169	CITY OF DIXON	2,963.00	178.00
1740	VIKING CHEMICAL CO	8,060.61	792.50
194	GRUMMERT'S HARDWARE - R.F.	4,165.31	134.33
2451	MENARDS	2,302.64	413.49
2714	ESRI		3,333.33
2771	PAETEC	2,143.74	73.70
2985	WALMART COMMUNITY/GEMB	4,801.66	21.31
423	AT&T	11,612.07	268.37
4361	FERGUSON WATERWORKS #2516	105,089.45	6,438.96
4415	HAROLD'S FURNITURE, INC		1,140.00
4744	RISE BROADBAND	6,368.02	27.31
4796	VERIZON WIRELESS	10,721.95	250.45
5010	OMNISITE		276.00
55	ARAMARK UNIFORM SERVICES, INC.	15,362.78	353.07
631	MURRAY & SONS EXCAVATING, INC	81,303.50	2,310.00
67	B & D SUPPLY CO.	3,250.36	5.64
795	SBM BUSINESS EQUIPMENT CENTER	4,629.85	6.00
	OPERATION & MAINTENANCE		16,022.46
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2985	WALMART COMMUNITY/GEMB	4,801.66	10.80
4664	STAPLES BUSINESS ADVANTAGE	2,399.33	94.55
4744	RISE BROADBAND	6,368.02	39.01
4834	GARY R CAMPBELL	610.75	169.95
5063	SEDONA STAFFING	32,093.46	2,516.28
	CUSTOMER SERVICE CENTER		2,830.59
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		

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TIME: 14:57:43  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 12/31/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0002980		54.86	254.45
T0003407			48.10
	CUSTOMER UTILITY DEPOSITS		302.55
	TOTAL ALL DEPARTMENTS		77,469.89

DATE: 12/30/2015  
TIME: 15:34:30  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/01/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
30	SEWER		
5122	LEANDER CONSTRUCTION, INC.	108,609.26	12,510.90
	SEWER		12,510.90
	TOTAL ALL DEPARTMENTS		12,510.90

ORDINANCE NO. 2016-2247

**BE IT ORDAINED**, by the City Council of the City of Rock Falls that the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

**Section 1.** Section 8-823 of the Municipal Code is amended to read as follows:

**“Sec. 8-823. Door-to-Door Solicitation; Registration and License Required.**

(a). *Definitions.* As used in this ordinance the following terms shall have the indicated meanings:

“*Charitable*” shall mean and include the words charitable, benevolent, philanthropic, patriotic, or eleemosynary.

“*Charitable Organization*” means a charitable organization as that term is defined under 225 ILCS 460/1, or a not-for-profit organization incorporated under 805 ILCS 110/0.01 and/or 805 110/35, or any other organization that has been granted tax exempt status from the State of Illinois or from the Internal Revenue Service.

“*Charitable Purpose*” means a charitable purpose as that term is defined in 225 ILCS 460/1. For purposes of this Section, solicitation for a charitable purpose shall include a solicitation for or on behalf of a charitable organization, as that term is defined hereunder.

“*Commercial Door-to-Door Solicitation*” means the sale, or seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, or services of any kind, character or description, for any kind of consideration whatsoever, either for immediate or future delivery, by means of in-person contact or attempted contact with City residents at their residences.

“*Door-To-Door Solicitation*” shall mean and include Commercial Door-To-Door Solicitation as defined herein, and door-to-door, in-person requests for money, credit, or any others item of value for a religious, charitable, or political purpose.

“*Residence*” shall mean and include every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure and the yard, curtilage, or grounds upon which such structure is located.

(b) *License Required:* It shall be unlawful for any person or organization to engage in commercial door-to-door solicitation in the City of Rock Falls without first securing a license as herein provided. If an organization employs multiple individuals for such activities, each such individual and the organization shall be required to be licensed hereunder.

(c) *Application for License:*

1. The application for a license under this Section shall be made under oath upon a form provided by the City Clerk. Each original application shall be completed in full by the applicant and shall set forth the following information:

(A) The name, home and business address, date of birth, sex and a physical description of the applicant, including, but not limited to, height, weight, hair color, and eye color;

(B) The name, address, and telephone number of the person, firm, corporation association or organization by whom the applicant is employed or represents, and the length of time of such employment or representation;

(C) A description of the business, merchandise, wares, or services of the applicant;

(D) The period of time/dates for which the license is applied for;

(E) The date, or approximate date, of the latest previous application for license under this Section;

(F) Whether a license issued to the applicant under this Section has ever been revoked;

(G) Whether the applicant has ever been convicted of a violation of any provisions of this Section, or the ordinance of any other municipality or any Illinois statute regulating such activities;

(H) Whether the applicant has ever been convicted of the commission of a felony or misdemeanor involving fraud, theft, false statements or a threat to public safety under the laws of any state or under federal law, and if so, the offense and date of conviction;

(I) Whether the applicant has ever been convicted of the commission of a felony or misdemeanor for a crime involving a sex offense or an offense involving bodily harm against persons under the laws of this state or of any other state or federal law of the United States;

(J) Whether the applicant has ever been registered as a sex offender or violent offender under the law of this state or of any other state or federal law of the United States;

(K) Documentary evidence that the applicant is authorized to solicit for the organization represented;

(L) The number and description of vehicles used, if any, including make, model, color, and license plate number of all such vehicles.

(d) *Ineligible persons:* No license shall be issued to any person: (i) who has been convicted of a felony or misdemeanor, involving dishonesty, theft, fraud, false statements, or a threat to public safety within 5 years prior to the date of application; (ii) who has been convicted of a felony or misdemeanor for a crime involving sex offenses or offenses involving bodily harm against persons under the law of this state or any other state or federal law within 10 years prior to the date of application; (iii) who has been a registered sex offender or violent offender in any state; or (iv) who has been found liable of a violation of any of the provisions of this ordinance; (v) whose license issued hereunder has previously been revoked; or (vi) who submits an incomplete or inaccurate application..

(e) *Records retained:* The City Clerk shall cause to be kept in his or her office an accurate record of every application received and acted upon, together with all information and data pertaining thereto and all licenses issued under the provisions of this Section, and of the denial of any applications. Such record shall contain the number of the license, the date of issuance, the nature of the business authorized to be carried on, the amount of the license fee paid, the expiration date of said license, and the name or names of the person or persons authorized to carry on such solicitation.

(f) *Exceptions to license requirement.* The provisions of this Section shall not apply to the following:

(1) Solicitation by or on behalf of a charitable organization that is currently registered with the Attorney General of the State of Illinois and is in full compliance with the provisions of an Act to Regulate Solicitation and Collection of Funds for Charitable Purposes, 225 ILCS 460/1 *et seq.*, or is exempt from registration with the Attorney General pursuant to 225 ILCS 460/3(b);

(2) Any solicitation made on premises owned or occupied by the person or organization on behalf of whom the solicitation is made, or by permission of such owner or occupant.

(g) *Right to free speech:* The provisions contained in this Section shall not be construed to prohibit or inhibit any activities or speech not involving any form of request for money or other article of value, including, but not limited to, speech of a political or religious nature.

(h) *Issuance:* The Chief of Police shall review any applications for licensure under this Section and notify the City Clerk if such license should be denied for the reason that the applicant has been convicted of a specific offense or other reason for which a license is to be denied under the Municipal Code of the City of Rock Falls, within ten (10) days of receipt of the application.

The City Clerk shall issue a license upon receipt of approval of the application by the Chief of Police and payment of the prescribed license fee as provided in this Division. Each license shall be for the term referred to in Section 8-824

(i) *Possession of License; Renewal:* All licenses issued under this Section shall be upon the person of the licensee at all times during the operation of such solicitation, and shall, upon

request of a law enforcement officer, display the license to said officer. All licenses are valid for the entire licensing period unless revoked or suspended prior to expiration, as provided in this Section. An application to renew a license under this Section shall be made not later than five (5) days before the expiration of the current license.

(j) *Restrictions applicable to all door-to-door solicitation:* It shall be unlawful for any person:

(1) To engage in solicitation upon any premises or residence located thereon if such premises or residence is posted against solicitation by signage bearing the words "No Trespassing", "No Peddlers", "No Solicitors", or any other similar notice indicating that the occupant or occupants of such premises or residence desire not to be disturbed, unless such solicitation has been specifically requested by the owner or occupant of such premises.

(2) It shall be unlawful for any person to go in or about any residence or any non-residential premises for the purpose of conducting any form of solicitation at any time after 4:00 p.m. or before 9:00 a.m. on any Monday through Saturday, or at anytime on Sunday, or at anytime on any holiday recognized by the State of Illinois unless such solicitation has been requested by the owner or occupant of such premises.

(3) It shall be unlawful for any person conducting any form of solicitation at any residence or non-residential premises to fail to immediately leave such premises, and/ or to fail to immediately cease conducting such solicitation at such residence or non-residential premises upon receiving from any person in charge of said premises or an occupant thereof, I request to leave or cease solicitation.

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

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

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Mayor William B. Wescott

ATTEST:

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City Clerk

Alderman Voting Aye

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Alderman Voting Nay

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ORDINANCE NO. 2016-2248

**BE IT ORDAINED**, by the City Council of the City of Rock Falls that the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

**Section 1.** Section 2-116 of the Municipal Code is hereby amended to read as follows:

“Section 2-116. Impersonation.

It is unlawful for any person, without lawful authority to impersonate any city officer or employee. Any person violating this section shall be guilty of a Class A violation and subject to penalty as set forth and provided for in Section 1-7 of the Municipal Code.”

**Section 2.** Section 10-123(g) of the Municipal Code is hereby amended to read as follows:

“Section 10-123. Prairie grass plots; authorization; regulation thereof.

(g) *Burning.* Burning of prairie grass plots shall be as deemed necessary for the health of the prairie and shall be in accordance with the following regulations:

1. Adjoining neighbors within three hundred (300) feet of the plot should be notified in writing at least 7 days in advance of the intent to burn;

2. Burning shall commence only with approval for the day of burning by a full time member of the fire department, with consideration given to atmospheric, environmental and climatic conditions such as wind, wind direction, proximity of adjoining structures and other conditions that might unreasonably increase the hazard from plot burning.”

**Section 3.** Section 15-441 of the Municipal Code is hereby amended to read as follows:

“Section 15-441. Fee.

Application for a license under this Division shall be accompanied by a license fee of one hundred dollars (\$100.00), which amount is established as the annual license fee.”

**Section 4.** All prior ordinances in conflict herewith are hereby repealed.

**Section 5.** If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

**Section 6.** This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor William B. Wescott

ATTEST:

\_\_\_\_\_  
City Clerk

Alderman Voting Aye

Alderman Voting Nay

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ORDINANCE NO. 2016-2249

WHEREAS, the City of Rock Falls owns, the following vehicle:

1995 GMC K250 4 X 4 Pickup Truck - VIN # 1GTFK29K8SE547639

WHEREAS, said vehicle is no longer needed, necessary or utilized in the City of Rock Falls Police Department and is determined by the City Council to be surplus property; and

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

1. Pursuant to the provisions of 65 ILCS 5/11-76-4, the Mayor and City Clerk are authorized and directed to dispose of on behalf of the City the afore mentioned vehicles.
2. The Mayor and City Clerk are authorized and directed to execute all documents necessary in order to complete the disposal of the vehicles as authorized herein.

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

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

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

Passed this 5<sup>th</sup> day of January, 2016.

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Mayor William B. Wescott

ATTEST:

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City Clerk Eric Arduini

**RESOLUTION NO. 2016-729**

**RESOLUTION REFERRING PROPOSED TEXT AMENDMENT TO  
PERMIT AGRICULTURAL CROP PRODUCTION IN M-1 AND M-2  
DISTRICTS TO PLANNING COMMISSION**

**WHEREAS**, the City has proposed an amendment to Chapter 16, Article X, Section 16-220 of the Zoning Code of the City to permit agricultural crop production in any area of the City zoned M-1 and M-2, on parcels five (5) acres or more in size; and

**WHEREAS**, pursuant to Chapter 16, Article X, Section 16-240(a), all permitted principal uses in a district zoned M-1 are permissible in an M-2 district; and

**WHEREAS**, pursuant to Chapter 16, Article XVII, Section 16-360 of the Rock Falls Municipal Code, no text amendment or change shall be effective unless the ordinance proposing such amendment or change shall have first been submitted to the Planning Commission for consideration of a recommendation whether said ordinance should be approved, disapproved, or altered; and

**WHEREAS**, pursuant to Chapter, 16 Article XVII, Section 16-362, the Planning Commission is to hold a public hearing on the proposed amendment or change and provide notice via publication in a newspaper published in the community not less than 15 nor more than 30 days prior to the date of the hearing; and

**WHEREAS**, the Mayor and the City Council wish to refer the proposed amendment to the Planning Commission for approval, disapproval, or other suggestions, and for purposes of holding a public hearing, in accordance with the requirements of Chapter 16, Article XVII, Section 16-362.

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

That the request for the text amendment as described above be referred to the Planning Commission for further consideration, public hearing, and recommendation in accordance with the requirements of Chapter 16, Article XVII of the City Code;

**BE IT FURTHER RESOLVED** that the City hereby finds that all other recitals contained in the preamble to this Resolution are full, true, and correct, and does incorporate them into this Resolution by reference;

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed;

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

This Resolution read and approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## Robbin Blackert

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**From:** Thomas, Larry <ThomasLarry@stanleygroup.com>  
**Sent:** Tuesday, December 15, 2015 7:55 AM  
**To:** Robbin Blackert  
**Cc:** Ed Cox; Bill Wescott  
**Subject:** Rock Falls Main Wastewater Pumping Station Change Order #1  
**Attachments:** Change Order COR 01-R2 - RFP #1 Changes 12-14-15.pdf

Robbin,  
Attached is the revised change order from Leander Construction for the installation of submersible pumps in the Main Pumping Station.  
Changes include:

HVAC Work:	-\$ 4,547.55
Bypass Pumping:	\$ 11,579.47
Submersible Pumps:	\$529,055.10
Deleted Work	<u>-\$106,714.44</u>
<b>CO Total</b>	<b>\$429,372.58</b>

The cost is a bit smaller than we discussed yesterday because additional contractor markup was removed from the numbers. The pumps for the project will be manufactured by ABS. The variable speed drives will be manufactured by Danfoss.

We recommend approval of the proposed Change Order No. 1. Please let me know if you have any questions or need any additional information.

Larry Thomas, PE  
*Water/Wastewater Department Manager*

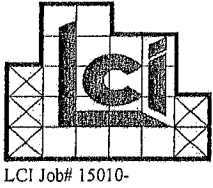


**Stanley Consultants** INC

8501 W. Higgins Road, Suite 730  
Chicago, Illinois 60631

Mobile Phone: 815-355-0923  
Office Phone: 773-714-2015  
[thomaslarry@stanleygroup.com](mailto:thomaslarry@stanleygroup.com)

[www.StanleyConsultants.com](http://www.StanleyConsultants.com)



Leander Construction Inc  
 24472 N. County Highway 6  
 Canton, IL 61520  
 Phone: 309-647-7400

A/E : Stanley Consultants, Inc.  
 8501 West Higgins Road, Suite 730  
 Chicago, IL 60631-2801  
 Phone: 773-693-9624  
 Project #25784

Date: Monday, December 14, 2015

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

Please utilize pdf  
 "bookmark" feature  
 for ease of review

Project: Rock Falls Main Pumping Station Improvements  
 192 South 12th Avenue  
 Rock Falls, IL 61071

Change Order Request #: 1 - R2 RFP#1 Changes (Revision Includes ABS Pumps)

Reference: RFP #1

Details:

1. Credit for Dehumidifiers & Credit for Type A Registers and Adder for Type B Registers with Dampers as directed in RFI #2
2. Bypass Pumping Required for Forcemain Tie-in due to condition of current Excess Flow Pump (May be omitted if use of new Excess Flow is permitted and manhole installation delayed until new pump work is executed - Impact to overall Schedule reflected on attached schedule)
3. RFP#1 Changes
4. Original Equipment Credit

Item : 1 Dehumidifier Credit & Register Changes

Phase	Description	U.O.M.	Cost Type	Unit Cost	Estimated Cost
<u>Subs</u>					
013106-500-01-01	(COR1) HVAC Changes per RFI #2	0.00 LS	Subs	0.00	-4,331.00
			Subtotal Item 1		-4,331.00

Cost Type Recap:	% Mark up	Mark up Amt	Cost Types w/mrkup
4 Subcontracts	5.00%	-216.55	-4,547.55
Subtotal Item 1 w/mrkup			-4,547.55

Bonds & Insurance	0.00%	0.00
Small Tool - % Labor	0.00%	0.00
Safety - % Labor	0.00%	0.00

Requested Total For Item 1 - Dehumidifier Credit & Register Changes \$-4,547.55

**Item : 2 Bypass Pumping**

Phase	Description	U.O.M.	Cost Type	Unit Cost	Estimated Cost
<b>Mat'l</b>					
013106-500-01-02	Temp Pump Equipment Rental (Xylem)	0.00 LS	Mat'l	0.00	3,146.00
Rental Based on 2 weeks. Add or Deduct \$1,173.00 for each week used beyond or less than 2 weeks.					
<b>Lbr</b>					
013106-500-01-12	LCI Supervision	16.00 HRS	Lbr	85.00	1,360.00
<b>Subs</b>					
013106-500-01-03	Temp Elec (Kelso-Burnett)	0.00 LS	Subs	0.00	1,752.00
013106-500-01-04	Temp Pump Setup & Teardown (Tobin)	0.00 LS	Subs	0.00	4,080.00
Setup - 2 men 8 hours - 16 hrs @ \$89.50 = \$1,432.00					
Teardown and Cleanup - 3 men 8 hours - 24 hrs @ \$89.50 = \$2,148.00					
Equipment - 4 hours @ \$125.00 = \$500.00					
<b>Subtotal Item 2</b>					<b>10,338.00</b>

Cost Type Recap:	% Mark up	Mark up Amt	Cost Types w/mrkup
1 Material	15.00%	471.90	3,617.90
2 Labor	15.00%	204.00	1,564.00
4 Subcontracts	5.00%	291.60	6,123.60
<b>Subtotal Item 2 w/mrkup</b>			<b>11,305.50</b>

Bonds & Insurance	2.00%	227.05
Small Tool - % Labor	2.00%	31.28
Safety - % Labor	1.00%	15.64

<b>Requested Total For Item 2 - Bypass Pumping</b>	<b>\$11,579.47</b>
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Item : 3 RFP#1 Changes

Phase	Description	U.O.M.	Cost Type	Unit Cost	Estimated Cost
<b>Mat'l</b>					
013106-500-01-05	VFD's Equip (Gasvoda)	0.00 LS	Mat'l	0.00	24,097.00
013106-500-01-11	Controls (SCADAWare)	0.00 LS	Mat'l	0.00	5,350.00
013106-500-01-15	Port-a-Poti	0.00 LS	Mat'l	0.00	1,000.00
013106-500-01-17	Concrete Pump Base Material	0.00 LS	Mat'l	0.00	550.00
013106-500-01-18	Hydraulic Drive Hoses (JWC)	0.00 LS	Mat'l	0.00	335.00
Based on 50 lf. @ \$26.00 per 5' = \$260.00					
Estimated shipping -- \$75.00					
<del>Additional Bid cost for material provided by Owner</del>					
013106-500-01-19	Restoration at Valve & Fairview Line Manholes	0.00 LS	Mat'l	0.00	3,978.00
2 men 12 hours each = 24 hrs @ 72.00 = \$1,728.00					
Materials -- \$750.00 (for grass and gravel repairs)					
Equipment 12 hrs @ 125.00 per hour = \$1,500.00					
Restoration Total -- \$3,978.00					
013106-500-01-20	ABS Pumps (Flow-Technics)	0.00 LS	Mat'l	0.00	119,135.00
<b>Lbr</b>					
013106-500-01-12	LCI Supervision	160.00 HRS	Lbr	85.00	13,600.00
013106-500-01-13	LCI Project Management	80.00 HRS	Lbr	90.00	7,200.00
013106-500-01-16	Concrete Pump Bases Labor	108.00 HRS	Lbr	72.00	7,776.00
Setup: 2 men 2 hours each pump base = 4x5 = 20					
Pour: 4 men 4 hours each pump base = 16x5 = 80					
Cleanup: 2 men 4 hours = 8					
<b>Subs</b>					
013106-500-01-06	Electrical (Kelsø-Burnett)	0.00 LS	Subs	0.00	51,957.00
013106-500-01-07	HVAC (Loescher HVAC)	0.00 LS	Subs	0.00	1,273.00
013106-500-01-08	Mechanical (Tobin Bros)	0.00 LS	Subs	0.00	232,459.00
<del>Scope and Exclusions as noted on John's Proposal. Should Street or Curb need to be disturbed for manholes, additional costs will be added.</del>					
<del>Fairview Pump Station Foreman will have to be shut down during Fairview Foreman Manhole Installation. No bypass pumping or line stop is included in this proposal and would be additional costs if found required.</del>					
<del>Pricing based on elevation and placement as indicated on RFP#1 drawings. Additional depth due to existing line depth and/or pavement/curb replacement due to revised placement will incur additional costs for consideration and is not included in this proposal.</del>					
013106-500-01-09	Coatings (Kuhlemier)	0.00 LS	Subs	0.00	4,800.00
<b>Other</b>					
013106-500-01-14	Builders Risk Extension	0.00 LS	Other	0.00	2,208.00
<b>Subtotal Item 3</b>					<b>475,718.00</b>

Cost Type Recap:	% Mark up	Mark up Amt	Cost Types w/mrkup
1 Material	15.00%	23,166.75	177,611.75
2 Labor	15.00%	4,286.40	32,862.40
4 Subcontracts	5.00%	14,524.45	305,013.45
5 Other	0.00%	0.00	2,208.00
<b>Subtotal Item 3 w/mrkup</b>			<b>517,695.60</b>

Bonds & Insurance	2.00%	10,373.63
Small Tool - % Labor	2.00%	657.25
Safety - % Labor	1.00%	328.62

<b>Requested Total For Item 3 - RFP#1 Changes</b>	<b>\$529,055.10</b>
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**Item : 4 RFP #1 Original Equipment Credit**

Phase	Description	U.O.M,	Cost Type	Unit Cost	Estimated Cost
<u>Mat'l</u>					
013106-500-01-10	Original Pump Equip Scope Credit (Casvoda)	0.00 LS	Mat'l	0.00	-99,640.00
			<b>Subtotal Item 4</b>		<b>-99,640.00</b>

Cost Type Recap:	% Mark up	Mark up Amt	Cost Types w/mrkup
1 Material	5.00%	-4,982.00	-104,622.00
	<b>Subtotal Item 4 w/mrkup</b>		<b>-104,622.00</b>

Bonds & Insurance	2.00%	-2,092.44
Small Tool - % Labor	2.00%	0.00
Safety - % Labor	1.00%	0.00

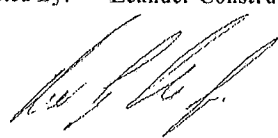
**Requested Total For Item 4 - RFP #1 Original Equipment Credit \$-106,714.44**

*Leander reserves the right to modify or cancel proposal if not Accepted within 30 days*

**Total For Change Order Request 1 \$429,372.58**

**Total Additional Contract Calendar Days Required 316**

Approved By: City of Rock Falls  
 Signed: \_\_\_\_\_  
 Date: \_\_\_\_\_

Submitted By: Leander Construction Inc  
 Signed:   
 Date: \_\_\_\_\_  
 Digitally signed by Bobby Asbury  
 DN: cn=Bobby Asbury, o=Leander  
 Construction, ou=Project Manager,  
 email=bobby@leanderconstructioni  
 nc.com, c=US  
 Date: 2015.12.14 13:17:30 -06'00'

**RESOLUTION 2016-727**

**WHEREAS**, the City of Rock Falls, through operation of the Hydroelectric Generating Plant at the Rock River, produces electrical energy that is eligible for renewable energy credits against federal income tax, but which credits are unusable by the city, as a tax exempt entity; and,

**WHEREAS**, Aspre Energy, LLC, has offered to purchase all of the renewable energy credits produced from operation of the hydroelectric plant for the calendar year 2016, and said offer is in the form as attached hereto, for a price of \$15.00 per credit; and,

**WHEREAS**, the City Council has determined that it is in the best interest of the city that the offer of Aspre Energy for purchase of renewable energy credits be approved.

**NOW THEREFORE, BE IT RESOLVED** by the city Council of the City of Rock Falls that the offer to purchase renewable energy credits as submitted by Aspre Energy, LLC, in the form as attached hereto, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute said agreement for the sale of Renewable Energy Credits and to deliver a signed copy of the agreement to Aspre Energy, LLC.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
Mayor William B. Wescott

\_\_\_\_\_  
City Clerk

Alderman Voting Aye

Alderman Voting Nay

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## RENEWABLE ENERGY CREDITS PURCHASE AND SALE AGREEMENT

This Renewable Energy Credits Purchase and Sales Agreement (the "Agreement") is made between Seller and Buyer as of the deemed execution date of December 15, 2015 (the "Effective Date") for the sale and purchase of renewable energy credits pursuant to the following terms and conditions:

SELLER: City of Rock Falls  
BUYER: Aspre Energy, LLC

### DEFINITIONS:

Any capitalized term used in this Agreement and not defined herein shall be defined in accordance with the definitions set forth below.

**"Delivery"** or **"Deliver"** means Seller's electronic delivery and transfer of RECs from Seller's account to Buyer's account via the REC Tracking System in accordance with the operating rules governing such REC Tracking System and RPS designated below; at which time title to such RECs shall be deemed transferred.

**"Facilities"** means the Facilities identified below at which the RECs are generated.

**"Firm"** means that the Seller shall Deliver the RECs on the Delivery Date, without excuse other than Force Majeure.

**"Force Majeure"** means an event or circumstance which materially adversely affects the ability of a Party (**"Claiming Party"**) to perform its obligations under this Agreement, which event or circumstance was not reasonably anticipated as of the Trade Date and which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which the Claiming Party is unable to overcome or avoid or cause to be avoided by the exercise of reasonable care such as acts of God; fire; flood; earthquake; war; riots; or terrorism that affects one or both Parties. Force Majeure may not be based on (i) the loss or failure of Buyer's markets; (ii) Buyer's inability economically to use or resell the RECs; (iii) Seller's ability to sell the RECs to another party on terms superior to Seller's terms herein; or (iv) Buyer's ability to purchase similar RECs from another party on terms superior to the Buyer's terms herein. With respect to a Party's obligation to make payments hereunder, Force Majeure will be only an event or act of a governmental authority that on any day disables the banking system through which a Party makes such payments.

**"Maryland Tier 1 REC"** means a renewable energy credit evidenced by an electronic PJM GATS Certificate and associated with one MWh of energy generated by a Renewable Energy Facility that has been qualified by the Maryland Public Utility Companies as a Tier 1 renewable energy source as defined by the Maryland Renewable Energy Portfolio Standards promulgated by the Maryland Public Utility Companies Code §7-701 *et seq.* for purposes of compliance with Maryland's Renewable Portfolio Standards ("RPS").

**"PJM GATS"** or **"REC Tracking System"** means the PJM Generator Attribute Tracking System (**"GATS"**), which includes a generation information database and certificate system,

operated by PJM, its designee or successor entity as approved under the regulations designated above for the REC Product hereunder, which accounts for the generation attributes of electricity generated within PJM.

**“Renewable Energy Credits” or “RECs”** represent any environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated (**“Environmental Attribute”**), resulting from, attributable to the generation of electricity associated with Contract Quantity Delivered hereunder, other than the electric energy produced; provided, however, to the extent that the transfer of any Environmental Attribute that would otherwise be represented by the RECs under this provision is contrary to the definition of the REC Product under the RPS stated in such definition above or in contravention of federal law, rule or regulation, such Environmental Attribute shall be deemed to be excluded hereunder and shall not be transferred at the time of Delivery.

**“Unit Contingent”** means that the Seller’s Delivery obligation is contingent on the RECs being generated by the Facilities specified by the Seller, and the actual Quantity Delivered from Seller to Buyer may vary from the quantity specified in the Agreement due to the performance of the Facilities. Seller shall not be in breach of or default under this Agreement if the volume of RECs delivered is less than the volume specified in the **“Contract Quantity/REC Product”** section below.

**“Vintage”** means, with respect to any RECs, the applicable period during which the generation of such RECs was required to have occurred which, for purposes of this Agreement, shall be: January 1, 2016 through December 31, 2016 (**“Calendar Year 2016”**).

CONTRACT QUANTITY/REC PRODUCT:

<b>REC Type</b>	Maryland Tier 1
<b>Facility Name</b>	Upper Sterling Hydro 8279
<b>Facility Address</b>	811 East Second Street, Rock Falls, IL 61071
<b>EIA ID #/ MDPUC</b>	MD-90196-WAT-01
<b>Volume</b>	16,558 MWh
<b>Firm/Unit Contingent</b>	Unit Contingent. Seller warrants that it will deliver 100% of the Facilities 2016 production to the Buyer
<b>Vintage</b>	Calendar Year 2016
<b>Delivery</b>	On or before 2/15/2017

CONTRACT PRICE:

\$15.00 PER REC

SCHEDULE FOR PAYMENT & DELIVERY:

Delivery and Payment: Seller shall deliver the above REC volume via PJM GATS per above delivery schedule. Upon delivery, Seller shall invoice Buyer for the Volume delivered at the Contract Price, and Buyer shall pay invoice within ten (10) business days of invoice date. Buyer shall purchase and make payment for 100% of RECs created by Seller during contract term, regardless of whether Buyer makes use of the credits. If Buyer shall fail to make payment as required, Seller shall be entitled to

collect and receive from Buyer all expenses incurred arising from that failure to pay, including reasonable attorney fees.

WIRE TRANSFER: All funds paid under this Agreement shall be rendered in the form of immediately available United States dollars. Payment shall be made by wire transfer or in such other form reasonably requested, to the following account:

To:  
Bank: Sauk Valley Bank  
Bank Address: 201 West Third Street, Sterling, IL 61081  
Bank Account No.: 371534  
Routing Number: 071125891

NOTICE & INVOICES:

Any communication necessary to provide notice to the other party or invoices submitted under this Agreement shall be delivered as set forth in the Notice section, to be completed by both parties at the time of execution of this Agreement. Payment due hereunder shall be made in accordance with instructions set forth on the invoice.

RETENTION OF TAX BENEFITS BY SELLER:

RECs specifically exclude any and all state and federal production tax credits, investment tax credits, incentives or grants and any other tax credit, incentives or grants of any kind which are or will be generated or earned by Seller. Such credits, incentives or grants shall be retained in their entirety by Seller.

TAXES:

Seller shall be responsible for all taxes applicable to the RECs for all periods prior to transfer of title of the RECs to Buyer. Buyer shall be responsible for all taxes applicable to the RECs for all periods from and after transfer of title of the RECs to Buyer from Seller. In no event shall either party be responsible for any income taxes of the other party.

MUTUAL REPRESENTATIONS AND WARRANTIES:

Each party represents and warrants to the other party as of the date of this Agreement, and as of the date of each delivery of RECs that (i) it has, and at all times during the term of this Agreement will have, all necessary power and authority to execute, deliver, and perform its obligations under this Agreement; (ii) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and does not violate any of the terms or conditions of its governing documents, or any contract to which it is a party, or any law or other legal or regulatory determination applicable to it; and (iii) there is no pending or (to its knowledge) threatened litigation, arbitration, or administrative proceeding that materially adversely affects its ability to perform its obligations under this Agreement.

REPRESENTATIONS AND WARRANTIES OF SELLER:

Seller represents and warrants to Buyer that as of and at the time of transfer hereunder (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION

OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATIONS OF LIABILITY:

SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS RECEIVED BY SELLER FROM BUYER PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS.

CONFIDENTIALITY:

The parties agree to keep confidential the contents of this Agreement and any information made available by one party to the other party with respect to this Agreement, except to the extent that the provisions of the Illinois Freedom of Information Act or Illinois Open Meetings Act may require the disclosure .

INDEMNIFICATION:

Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its parent, affiliates, shareholders, officers, directors, employees, and agents and permitted assigns, from and against any third-party claims, costs, suits, liabilities, damages, losses, demands, and expenses including, without limitation, reasonable attorneys' fees and disbursements, resulting from or arising out of: (i) a material default by the Indemnifying Party of any covenant or agreement in this Agreement; or (ii) the negligence or willful misconduct by the Indemnifying Party.

NOTICES:

All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the following contacts and addresses: (or to such other address furnished in writing by one party to the other party).

**Buyer:**

Aspre Energy, LLC  
4695 Arlington Ave  
Riverdale, NY 10471

Attn: Raphael Jacobs  
Phone: 347-306-1921  
Email: [rjacobs@aspreenergy.com](mailto:rjacobs@aspreenergy.com)

**Seller:**

City of Rock Falls  
1109 Industrial Park Road  
Rock Falls, IL 61071

Attn: Dick Simon  
Phone: 815-622-1145  
Email: [dsimon@rockfalls61071.com](mailto:dsimon@rockfalls61071.com)

NO WAIVER:

No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and



conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

SEVERABILITY:

If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

COMPLETE AGREEMENT:

This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

GOVERNING LAW:


This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.

COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above

**ASPRE ENERGY, LLC**

By:   
Name: Raphael Jacobs

**CITY OF ROCK FALLS**

By: \_\_\_\_\_  
Name: Bill Wescott, Mayor

RESOLUTION NO. 2016-728

**RESOLUTION AUTHORIZING MAYOR TO  
EXECUTE AND DELIVER NOTICE OF TERMINATION –  
ROCK FALLS COMMUNITY DEVELOPMENT CORPORATION**

**WHEREAS**, on August 22, 2009, the City entered into an Agreement for Economic Development Services with the Rock Falls Community Development Corporation, a not-for-profit corporation, for purposes of improvement and enhancement of business conditions and economic conditions in the City; and

**WHEREAS**, pursuant to paragraph 11(a) of the described Agreement, the original term of the Agreement was for two years, commencing on May 1, 2010, and expiring on April 30, 2012; and

**WHEREAS**, pursuant to said paragraph 11(a), the Agreement was automatically renewable and renewed upon its own terms for successive one (1) terms unless either party provided written notice of its intention to terminate the Agreement at least 90 days prior to the end of any term; and

**WHEREAS**, the present term of the described Agreement will conclude at 11:59 P.M. on April 30, 2012; and

**WHEREAS**, the City Council has determined to be in the best interests of the City to provide notice of termination as provided under the described paragraph 11(a), and to authorize the Mayor to execute and to cause delivery of said Notice of Termination pursuant to the terms of the described Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the City Council of the City of Rock Falls, Illinois, that the Mayor be authorized to sign, and the City Clerk be authorized to attest, the Notice of Termination of the described Agreement by and between the City and the Rock Falls Community Development Corporation, said termination to be effective

as of April 30, 2016, at 11:59 P.M., the form of notice of termination to be that attached hereto as Exhibit A;

**BE IT FURTHER RESOLVED** that the City hereby finds that all recitals contained in the preamble to this Resolution are full, true, and correct and does incorporate them into this Resolution by this reference;

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized to provide a certified copy of this Resolution to any party so requesting;

**BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

This Resolution read and approved this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

