

City of Rock Falls

603 W. 10th 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 19th, 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 January 5th, 2016 Regular Council Meeting
2. Approval of bills as presented
3. Renewal of IDNR License No. 3090 for the operation and maintenance of a storm sewer pipe along the Hennepin Canal. The five year agreement is in the amount of \$1100.00.

City Administrator Robbin D. Blackert:

1. Approval of the agreement with Terracon for a Phase 2 environmental study of the Schmitt property.
2. Approval of **Resolution 2016-730** authorizing an amendment to the contract for purchase of land from George and Janet Hallman.
3. Approval of the amended agreement and all additional documents with Rock Falls Hotel Group.

Information/Correspondence:

Eric Arduini, City Clerk

- 1. Approval of the recommendation from the Public Works-Property Committee to award to the Cash Farm Lease for Sewer Plant farmland to the high bidder Mike Gaulrapp in the amount of \$300.00/acre 3-1-2016 through 2-28-2017.

James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads:

Water Reclamation- Ed Cox

- 1. Approval of the Professional Services Agreement for CMOM Plan Development not to exceed \$110,000 and Nutrient Reduction Study not to exceed \$57,000 to Stanley Consultants 8501 West Higgins Road Suite 730 Chicago, IL 60631-2801.

Electric- Mr. Simon
Police Chief- Chief Tammy Nelson
Fire Chief- Chief Gary Cook
Building Inspector- Mark Searing

Water - Ted Padilla

- 1. Approval of the recommendation from the Public Works-Property Committee - Property Committee and the City Engineers to award the bid of Well #7 Project Contract #1 to Brotcke Well & Pump 750 Merus Court Fenton MO. 63026 in the amount of \$180,798.00
- 2. Approval of the recommendation from the Public Works-Property Committee - Property Committee and the City Engineers to award the bid of Well #7 Project Contract #2 to O'Brien Civil Works 7495 Judson Road, Polo, IL 61064 in the amount of \$219,356.00

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:

Executive Session:

Any action taken from Executive Session:

Adjournment:

Next City Council Meeting 2-2-2016

Posted 1-15-2016

Eric Arduini / City Clerk

REGULAR MEETING MINUTES OF THE MAYOR AND

ALDERMEN OF THE CITY OF ROCK FALLS

January 5th, 2016

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. January 5th, 2016 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, Snow, Kuhlemier, Schuneman, Kleckler, Folsom, and Watts. Alderman Logan was absent. In addition City Attorney James Reese, and City Administrator Robbin Blackert were present.

Mayor Wescott reported that he had spoken to Alderman Logan, and things were going well for him in the hospital in Madison. He should be back in about four days.

Consent Agenda:

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

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

Vote 7 aye, motion carried

Ordinances Second Reading / Adoption

A motion was made by Alderman Snow, and second by Alderman Schuneman to adopt **Ordinance 2016-2247** amending Sec. 8-823 - Door to door solicitations - registration and license required.

Vote 7 aye, motion carried

A motion was made by Alderman Schuneman, and second by Alderman Watts to adopt **Ordinance 2015-2248** amending Sec. 2-116 Impersonation, 10-123(g) Prairie Grass regulation, and 15-441 Fee. Mayor Wescott explained that this Ordinance will supersede also Section 8-582 changing the license fee for garbage haulers to \$100.00 per year.

Vote 7 aye, motion carried

A motion was made by Alderman Reitzel, and second by Alderman Snow to adopt **Ordinance 2015-2249** - Disposal of City property - 1995 GMC K250 Pickup Truck.

Vote 7 aye, motion carried

City Administrator Robbin D. Blackert:

City Administrator Robbin Blackert gave the Council an update on the demolition of the Limestone Building. There will be a February start date, bids should be let next week, and there will be a pre-demolition meeting.

Alderman Kuhlemier made a motion and second by Alderman Reitzel for the approval of **Resolution 2016-729** making a recommendation to the Planning Commission to permit agricultural crop production in M-1 and M-2 Districts.

Vote 7 aye, motion carried

A motion was made by Alderman Kuhlemier, and second by Alderman Reitzel for the approval the change order from Leander Construction, 24472 N. County Hwy 6 Canton, IL. 61520. The change order is for the installation of submersible pumps at the Main Pumping Station in the amount of \$429,372.58. Alderman Kleckler asked if the cost may be reduced if no bypass pumping is necessary.

Vote 7 aye, motion carried

Department Heads:

Electrical Director Dick Simon asked for the approval of Resolution 2016-727. This resolution gives approval to the offer to purchase, and sale of Renewable Energy Credits to Aspre Energy, LLC. - \$15.00 per credit. A motion was made by Alderman Schuneman, and second by Alderman Kuhlemier to approve the resolution. Alderman Klecker inquired if the City had sold energy credits in the past, and if the price was similar to previous sales. Mr. Simon explained that last year's price was \$14.25, and the IMEA is selling at \$15.00 currently.

Vote 7 aye, motion carried

Water Superintendent Ted Padilla informed the Council that earlier that day, his department had worked on two water main breaks. He thanked the other crews and departments for the help in making these repairs.

Ward Reports:

Ward 2

Alderman Glen Kuhlemier informed the Council that the Rural Affairs conference will be held in Springfield at the Crowne Plaza on March 9th and 10th. He encourages the other Aldermen to attend if possible.

Mayor's Report:

Mayor Wescott asked for approval of Resolution 2016-728 which will direct the Mayor to terminate the agreement with the Rock Falls Community Development Corporation on April 30, 2016, and deliver notice to the RFCDC. A motion was made by Alderman Watts, and second by Alderman Snow to terminate the agreement with the Rock Falls Community Development Corporation.

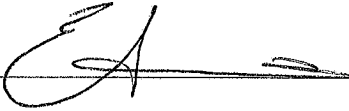
Alderman Kleckler asked if this would be a total release, and if the City had any outstanding funds owed to the RFCDC other than what is in the agreement. Adm. Blackert stated that the RFCDC has not contacted the City concerning any unexpected funds due to them. Alderman Kuhlemier stated that this does not have to be the end, and if they have projects that they are working on, please bring them to the City.

Mayor Wescott reminded the Council that the RFCDC is a good group of people, and in economic development due to circumstances outside of their control sometimes, things don't always happen as expected. Mayor Wescott respects them and wishes them the best. The City will always be willing to listen if they come with ideas, and he thanks the RFCDC board, and Gayla Kolb for their hard work.

Vote 6 aye 1 nay (Folsom)

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 6:28pm.

Viva Voce Vote, motion carried

A handwritten signature in black ink, appearing to be 'EA', written over a horizontal line.

Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois January 19, 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		\$1,438.63
General Fund		\$39,511.16
Tax Increment Financing		\$17,047.00
Industrial Development		\$110.00
Electric	Electric O & M	\$30,616.52
Broadband Fund		\$1,925.00
GIS/IT Fund		\$5,933.75
Sewer	Sewer Revenue/O & M	\$64,243.28
Water	Water Revenue/O & M	\$14,426.19
Garbage		\$32,295.15
Customer Service Center		\$16,849.04
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$0.00
Motor Fuel Tax		\$0.00
Customer Utility Deposits		\$571.70
		<hr/>
		\$224,967.42

Alderman Kuhlemier
Alderman Watts
Alderman Logan

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/15/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	7,076.35	3.41
2528	OUTFRONT MEDIA	13,250.00	1,325.00
	TOURISM		1,328.41
GENERAL FUND			
01	ADMINISTRATION		
4333	CIRCUIT CLERK OF OGLE COUNTY	200.00	300.00
4571	CHARLES SCHWAB & CO, INC.	11,014.26	357.02
4861	CIRCUIT CLERK OF WHITESIDE CO	900.00	300.00
4937	QUAD CITY BANK & TRUST	286,556.84	357.02
T0002046	GIESON MOTORSPORTS		1,486.78
	ADMINISTRATION		2,800.82
04	BUILDING		
4201	JESSE'S TOWING & SERVICE	490.20	15.00
837	SHELL FLEET PLUS	56,707.27	65.82
T0003418	CITY OF ROCKFORD CITY HALL		190.00
	BUILDING		270.82
05	CITY CLERK'S OFFICE		
795	SBM BUSINESS EQUIPMENT CENTER	5,106.19	72.00
	CITY CLERK'S OFFICE		72.00
06	POLICE		
194	GRUMMERT'S HARDWARE - R.F.	4,959.02	42.80
295	PAM ERBY	900.00	53.76
364	GRUMMERTS HARDWARE - STERLING	1,359.89	31.99
533	LECTRONICS, INC.	9,948.08	318.00
837	SHELL FLEET PLUS	56,707.27	1,992.36
	POLICE		2,438.91

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	7,561.78	998.31
	CODE HEARING DEPARTMENT		998.31
10	STREET		
110	BONNELL INDUSTRIES, INC.	7,704.98	236.92
1224	AIRGAS USA LLC	2,261.84	20.60
194	GRUMMERT'S HARDWARE - R.F.	4,959.02	72.18
2611	FISCH MOTORS INC	176.75	25.25
4207	O'REILLY AUTOMOTIVE INC	5,753.67	27.94
4655	WHEELHOUSE, INC.	8,524.62	341.73
4827	KELLEY WILLIAMSON COMPANY	5,550.01	374.32
5117	NETWORKFLEET, INC	9,951.09	151.60
55	ARAMARK UNIFORM SERVICES, INC.	17,114.81	244.82
651	NICOR	14,987.54	613.97
682	AMERIGAS	73.50	174.45
825	ILLINOIS SECRETARY OF STATE	317.00	9.00
837	SHELL FLEET PLUS	56,707.27	548.42
	STREET		2,841.20
12	PUBLIC PROPERTY		
1473	WENDLER ENGINEERING	10,225.57	212.50
194	GRUMMERT'S HARDWARE - R.F.	4,959.02	13.48
364	GRUMMERT'S HARDWARE - STERLING	1,359.89	109.14
533	LECTRONICS, INC.	9,948.08	39.00
651	NICOR	14,987.54	157.07
	PUBLIC PROPERTY		531.19
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	4,959.02	39.08
295	PAM ERBY	900.00	53.77
325	FOSTER COACH SALES	599.28	150.00
350	GISI BROS. INC.	6,684.45	185.95
837	SHELL FLEET PLUS	56,707.27	450.01
T0003415	LEVI REEDER		22.83
	FIRE		901.64

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	1,988.00	62.75
	BUILDING CODE DEMOLITION FUND		62.75
TAX INCREMENT FINANCING FUND			
16	TAX INCREMENT FINANCING		
3005	CAPTAIN'S CABIN, INC.		17,047.00
	TAX INCREMENT FINANCING		17,047.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	49,391.75	14.95
194	GRUMMERT'S HARDWARE - R.F.	4,959.02	26.99
219	CRESCENT ELECTRIC	2,897.40	7.25
2611	FISCH MOTORS INC	176.75	39.00
283	ANIXTER INC	11,612.42	1,215.90
4207	O'REILLY AUTOMOTIVE INC	5,753.67	130.61
4215	POWER LINE SUPPLY	10,624.00	813.00
44	AMERICAN PUBLIC POWER ASSOC.		252.00
440	ILLINOIS MUNICIPAL UTILITIES	5,901.57	500.00
4730	FLETCHER-REINHARDT CO	63,441.81	1,662.08
5062	HALL'S SAFETY EQUIPMENT CORP.	2,126.90	314.75
5110	KUNES COUNTRY AUTO GROUP	2,848.88	62.59
5117	NETWORKFLEET, INC	9,951.09	322.15
533	ELECTRONICS, INC.	9,948.08	139.00
55	ARAMARK UNIFORM SERVICES, INC.	17,114.81	232.25
651	NICOR	14,987.54	870.04
825	ILLINOIS SECRETARY OF STATE	317.00	95.00
837	SHELL FLEET PLUS	56,707.27	1,219.97
	OPERATION & MAINTENANCE		7,917.53
SEWER FUND			
30	SEWER		
4991	WELLS FARGO EQUIPMENT FINANCE		33,300.99
	SEWER		33,300.99

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE


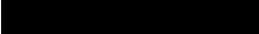
SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	4,959.02	55.96
2517	PRAIRIE HILL RDF	7,071.48	826.42
4119	USA BLUE BOOK	4,445.69	451.57
4207	O'REILLY AUTOMOTIVE INC	5,753.67	47.96
423	AT&T	13,209.09	442.61
4446	MORING DISPOSAL, INC.	265,634.47	900.00
4655	WHEELHOUSE, INC.	8,524.62	600.64
4827	KELLEY WILLIAMSON COMPANY	5,550.01	24.98
4837	ENVIRONMENTAL RESOURCE ASSOC	143.83	86.52
4866	LOESCHER	7,288.46	168.65
4991	WELLS FARGO EQUIPMENT FINANCE		4,147.30
5117	NETWORKFLEET, INC	9,951.09	113.70
533	ELECTRONICS, INC.	9,948.08	69.00
651	NICOR	14,987.54	4,746.54
837	SHELL FLEET PLUS	56,707.27	203.58
	OPERATION & MAINTENANCE		12,885.43
WATER FUND			
40	WATER		
194	GRUMMERT'S HARDWARE - R.F.	4,959.02	105.90
2451	MENARDS	2,810.96	645.62
	WATER		751.52
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	4,959.02	9.42
4345	MANLIUS OIL CO., INC	4,061.59	127.08
4827	KELLEY WILLIAMSON COMPANY	5,550.01	41.49
5117	NETWORKFLEET, INC	9,951.09	132.65
55	ARAMARK UNIFORM SERVICES, INC.	17,114.81	104.14
651	NICOR	14,987.54	397.70
67	B & D SUPPLY CO.	3,377.25	921.07
837	SHELL FLEET PLUS	56,707.27	321.14
	OPERATION & MAINTENANCE		2,054.69
GARBAGE FUND			
50	GARBAGE		

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GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	265,634.47	32,157.65
	GARBAGE		32,157.65
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4081	CIVIC SYSTEMS, LLC	13,735.00	8,419.00
5063	SEDONA STAFFING	36,638.09	1,028.29
	CUSTOMER SERVICE CENTER		9,447.29
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003302		9.66	22.49
T0003416			113.68
T0003417			22.50
	CUSTOMER UTILITY DEPOSITS		158.67
	TOTAL ALL DEPARTMENTS		127,966.82

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS	4,893.21	12.90
2796	U.S. CELLULAR	161.63	97.32
	TOURISM		110.22
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	117,847.95	3,630.00
172	CITY OF ROCK FALLS	4,893.21	2.43
4000	ROCK FALLS COMMUNITY	107,667.60	8,333.34
4392	WILLIAM B WESCOTT	1,868.22	40.00
753	ROCK FALLS CHAMBER OF COMMERCE	4,520.13	500.00
	ADMINISTRATION		12,505.77
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS	4,893.21	0.49
4972	ROBBIN BLACKERT	373.70	40.00
	CITY ADMINISTRATOR		40.49
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	117,847.95	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
172	CITY OF ROCK FALLS	4,893.21	14.52
2797	MARK SEARING	320.00	40.00
4834	GARY R CAMPBELL	780.70	47.55
	BUILDING		102.07
05	CITY CLERK'S OFFICE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
1493	WILLIAM & MARY COMPUTER CENTER	46,139.85	135.00
172	CITY OF ROCK FALLS	4,893.21	169.83
	CITY CLERK'S OFFICE		304.83
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	117,847.95	220.00
172	CITY OF ROCK FALLS	4,893.21	88.10
194	GRUMMERT'S HARDWARE - R.F.	4,458.39	7.63
2864	ATLAS BUSINESS SOLUTIONS, INC		450.00
295	PAM ERBY	800.00	50.00
350	GISIBROS. INC.	5,687.65	996.80
423	AT&T	12,560.43	363.60
4508	LEXISNEXIS RISK SOLUTIONS	240.00	30.00
4885	AMY STOECKEL	59.77	57.40
5096	TREASURER, STATE OF ILLINOIS	90.00	20.00
5097	ILLINOIS STATE POLICE	540.00	120.00
5098	ILLINOIS OFFICE OF THE	540.00	120.00
55	ARAMARK UNIFORM SERVICES, INC.	16,248.55	51.00
771	PINNEY PRINTING CO	4,179.05	125.00
T0001969	ILLINOIS PROSECUTOR SERV INC		375.00
T0002721	NORTHWEST IL LAW ENFORCEMENT		100.00
	POLICE		3,174.53
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	4,893.21	51.63
	CODE HEARING DEPARTMENT		51.63
10	STREET		
110	BONNELL INDUSTRIES, INC.	5,095.57	2,609.41
194	GRUMMERT'S HARDWARE - R.F.	4,458.39	71.95
4207	O'REILLY AUTOMOTIVE INC	5,336.77	26.36
4656	THOMPSON TRUCK AND TRAILER	117.21	415.33
4773	QUALITY CHEMICAL CO MIDWEST	5,209.90	834.58
4946	MARTIN & COMPANY EXCAVATING	94,612.39	4,979.60
5104	GAZI'S RESTAURANT	83.26	50.39

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GENERAL FUND			
10	STREET		
55	ARAMARK UNIFORM SERVICES, INC.	16,248.55	250.21
	STREET		9,237.83
12	PUBLIC PROPERTY		
1165	COMPLETE ELECTRICAL CONTR. INC	42,345.40	101.00
194	GRUMMERT'S HARDWARE - R.F.	4,458.39	57.96
T0003410	TIM KELLER		100.00
	PUBLIC PROPERTY		258.96
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	117,847.95	220.00
1493	WILLIAM & MARY COMPUTER CENTER	46,139.85	90.00
172	CITY OF ROCK FALLS	4,893.21	13.05
194	GRUMMERT'S HARDWARE - R.F.	4,458.39	12.58
295	PAM ERBY	800.00	50.00
423	AT&T	12,560.43	285.06
4396	GARY COOK	489.31	40.00
4559	CHUCK'S COMPRESSORS INC	520.00	260.00
4796	VERIZON WIRELESS	11,426.21	116.61
603	BILL MILBY	585.53	40.00
724	RANDY'S TRUCK REPAIR, INC.	3,617.92	1,268.49
807	SAUK VALLEY COMMUNITY COLLEGE	1,332.00	349.00
	FIRE		2,744.79
40	HOME GRANT PROGRAMS		
172	CITY OF ROCK FALLS	4,893.21	13.62
4869	EHS LABORATORIES		104.00
	HOME GRANT PROGRAMS		117.62
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	117,847.95	110.00
	INDUSTRIAL DEVELOPMENT		110.00

INVOICES DUE ON/BEFORE 01/08/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	2,220.07	41.77
1255	VERMEER SALES & SERVICE OF	6,676.02	1,524.32
1289	CITY OF ROCK FALLS UTILITIES	240,066.48	5,639.23
1472	WARD, MURRAY, PACE & JOHNSON	117,847.95	770.00
1493	WILLIAM & MARY COMPUTER CENTER	46,139.85	1,033.00
172	CITY OF ROCK FALLS	4,893.21	0.49
194	GRUMMERT'S HARDWARE - R.F.	4,458.39	8.98
2212	ALLIANCE MATERIALS, INC.	11,343.91	16.67
4215	POWER LINE SUPPLY	9,874.12	749.88
440	ILLINOIS MUNICIPAL UTILITIES	5,826.57	75.00
4556	ACCURATE CALIBRATION SERVICES		300.00
4730	FLETCHER-REINHARDT CO	63,365.73	76.08
5086	SPECTRON ENERGY, INC.		4,967.40
5127	JM TEST SYSTEMS	1,890.07	6,934.67
55	ARAMARK UNIFORM SERVICES, INC.	16,248.55	464.50
795	SBM BUSINESS EQUIPMENT CENTER	4,999.19	97.00
	OPERATION & MAINTENANCE		22,698.99
BROADBAND FUND			
21	BROADBAND FUND		
5076	MAGELLAN ADVISORS, LLC	56,315.00	1,925.00
	BROADBAND FUND		1,925.00
GIS/IT FUND			
22	GIS/IT FUND		
4995	CLOUDPOINT GEOGRAPHICS INC	58,162.92	5,933.75
	GIS/IT FUND		5,933.75
SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	COMPLETE ELECTRICAL CONTR. INC	42,345.40	991.08
1289	CITY OF ROCK FALLS UTILITIES	240,066.48	15,780.74
1472	WARD, MURRAY, PACE & JOHNSON	117,847.95	220.00
172	CITY OF ROCK FALLS	4,893.21	1.95
194	GRUMMERT'S HARDWARE - R.F.	4,458.39	8.09

DATE: 01/08/2016
TIME: 08:44:06
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 01/08/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
5131	METROPOLITAN INDUSTRIES, INC.	52,040.00	1,055.00
	OPERATION & MAINTENANCE		18,056.86
WATER FUND			
40	WATER		
1493	WILLIAM & MARY COMPUTER CENTER	46,139.85	1,934.00
	WATER		1,934.00
48	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	240,066.48	5,137.51
1472	WARD, MURRAY, PACE & JOHNSON	117,847.95	220.00
1493	WILLIAM & MARY COMPUTER CENTER	46,139.85	59.90
172	CITY OF ROCK FALLS	4,893.21	1.94
194	GRUMMERT'S HARDWARE - R.F.	4,458.39	333.44
219	CRESCENT ELECTRIC	2,872.93	24.47
2851	FASTENAL COMPANY	3,093.19	27.37
337	GARAGE DOOR SPECIALISTS	3,275.00	1,421.00
4141	JEFF BEHRENS EXCAVATING	57,928.30	1,800.00
4207	O'REILLY AUTOMOTIVE INC	5,336.77	390.54
4796	VERIZON WIRELESS	11,426.21	38.01
55	ARAMARK UNIFORM SERVICES, INC.	16,248.55	100.55
67	B & D SUPPLY CO.	3,256.00	121.25
795	SBM BUSINESS EQUIPMENT CENTER	4,999.19	10.00
	OPERATION & MAINTENANCE		9,685.98
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	117,847.95	55.00
4446	MORING DISPOSAL, INC.	265,551.97	82.50
	GARBAGE		137.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		

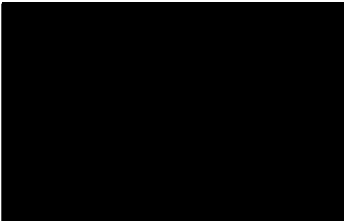
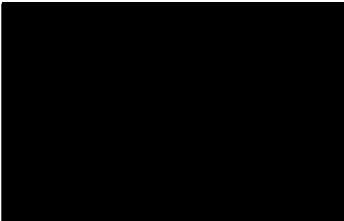
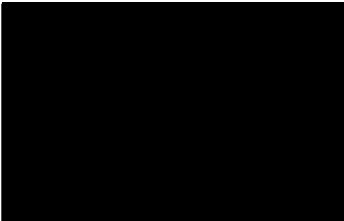
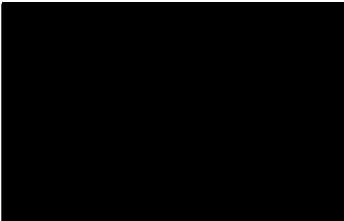
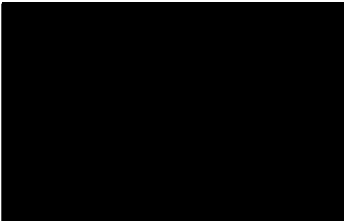
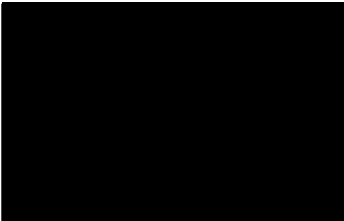
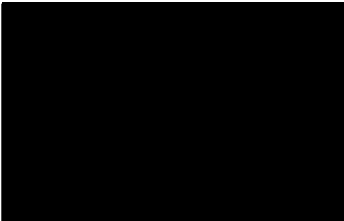
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 01/08/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS	4,893.21	92.17
4664	STAPLES BUSINESS ADVANTAGE	2,493.88	71.02
5063	SEDONA STAFFING	34,609.74	2,028.35
689	PITNEY BOWES GLOBAL	7,158.00	1,710.21
760	ROCK FALLS POSTMASTER	28,225.00	3,500.00
	CUSTOMER SERVICE CENTER		7,401.75
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0001150			191.56
T0003408			20.84
T0003409			118.93
T0003411			21.87
T0003412			6.86
T0003413			50.47
T0003414			2.50
	CUSTOMER UTILITY DEPOSITS		413.03
	TOTAL ALL DEPARTMENTS		97,000.60



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Bruce Rauner, Governor
Wayne A. Rosenthal, Director

January 6, 2016

City of Rock Falls
Attn: Eric Arduini
603 W. 10th Street
Rock Falls, IL. 61071

Re: Hennepin Canal
License No. 3090

Dear Mr. Arduini:

A renewal has been prepared which will extend your License Agreement No.3094 for a parcel of land at Hennepin Canal. Please sign the copy of the license agreement. Please have the copy of the license agreement signed by an authorized representative/official of the City of Rock Falls and complete the Signature Authorization Form attached to the agreement as Exhibit A.

Please provide your phone number and emergency information in paragraph 23 of the license, and enter your Social Security (FEIN) Number in the space provided. Also, on the attached Exhibit C, please complete and sign the enclosed Certifications form as **required by State law**. Please note **paragraph 14** and provide a certificate of insurance according to instructions.

Return the copy together with your first annual payment of \$210, or a full-term payment of \$1,100. The payment should be made payable to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271. Once the signed agreement have been received and approved, a fully executed agreement will be returned to you.

If you have any questions regarding the enclosed agreement, please contact this office at 217/782-7940 or myself at 217/558-7115.

Sincerely,

Russ Fuller
Division of Concessions, Leases & Services

Enclosures
cc: Dave Hahne, Site Superintendent

Agreement Number: 3090
Site Name: Hennepin Canal
Location Code: 50-2761-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

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

WITNESSETH:

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

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

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

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

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Hennepin Canal, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

A tract of land designated as a part of tract No. 329-1, situated in the county of Whiteside, State of Illinois, being part of the right of way land of the Illinois and Mississippi Feeder Canal, located in south-east quarter (SE1/4) of Section 27, Township 21 North, Range 7 East of the fourth principal meridian, and more particularly described as follows:

Beginning at a point of the west line of the SE1/4, said line also being the west line of the Illinois and Mississippi Feeder canal property, 1165 feet south of the NW corner of the said SE1/4, thence easterly parallel with the north line of said 1/4 section line 140 feet, thence southerly parallel with the said west 1/4 section line 40 feet, thence westerly parallel with the said north 1/4 section line 140 feet to the said west 1/4 section line, thence northerly along said 1/4 section line 40 feet to the point of beginning. The tract described contains 0.12 acre, more or less.

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

2. TERM: The term of this Agreement shall be for a period of four (4) years and three hundred sixty four (364) days, beginning on the 2nd day of February, 2016, ("Effective Date") and ending on the 31st day of January, 2021, ("Expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of Two Hundred Ten and no/100 Dollars (\$210) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

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

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises to operation and maintenance of a storm sewer pipe and outlet structure only, and such use is

subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

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

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the

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

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

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

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

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any

structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

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

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

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

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and

perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

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

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

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

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

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

14 INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional

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

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

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

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

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to

terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

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

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

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

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

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

such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

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

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

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

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

IDNR:
Department of Natural Resources
Div. of Concession & Lease Management
One Natural Resources Way
Springfield, IL 62702-1271
Telephone: 217/782-7940
Emergency Contact:
Location:
Telephone:

LICENSEE:
City of Rock Falls
Attn: Eric Arduini
603 West 10th Street
Rock Falls, IL 61071
Telephone: 815/622-1100
Emergency Contact:
Location:
Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make

available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

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

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

Agreement Number: 3090
Site Name: Hennepin Canal
Location Code: 50-2761-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of _____, 20____.

LICENSEE:

STATE OF ILLINOIS:

City of Rock Falls

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR

Title: Director

Date: _____

By: Connie Waggoner, Director
Office of Realty & Environmental Planning

BY: _____

Title: _____

SSN or FEIN No.

Agreement Number: 3090
Site Name: Hennepin Canal
Location Code: 50-2761-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of City of Rock Falls,
(Lessee or Licensee -Company / Corporation / Municipality)

I certify that _____ is an authorized representative of
said

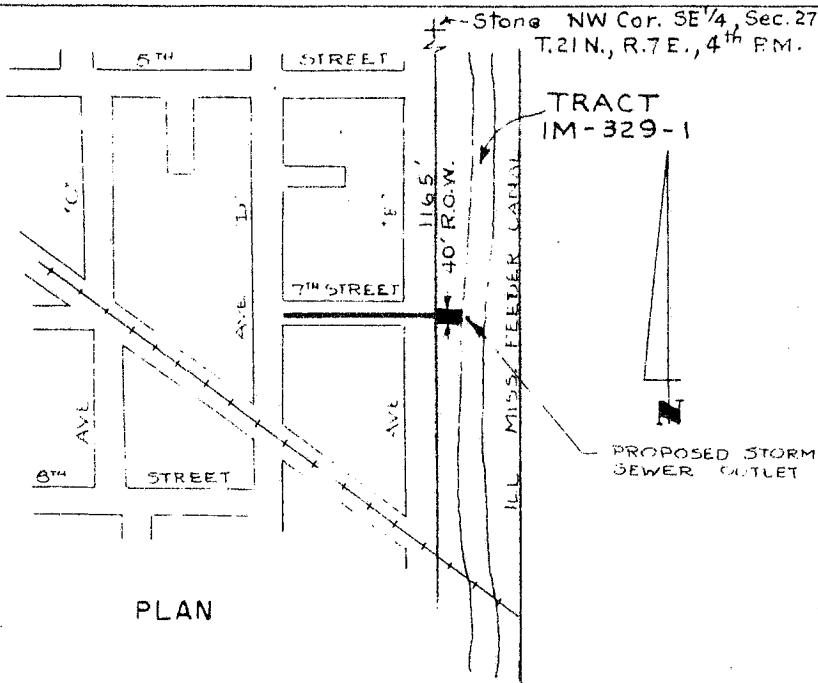
(Name of executive of official who will sign the agreement)

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

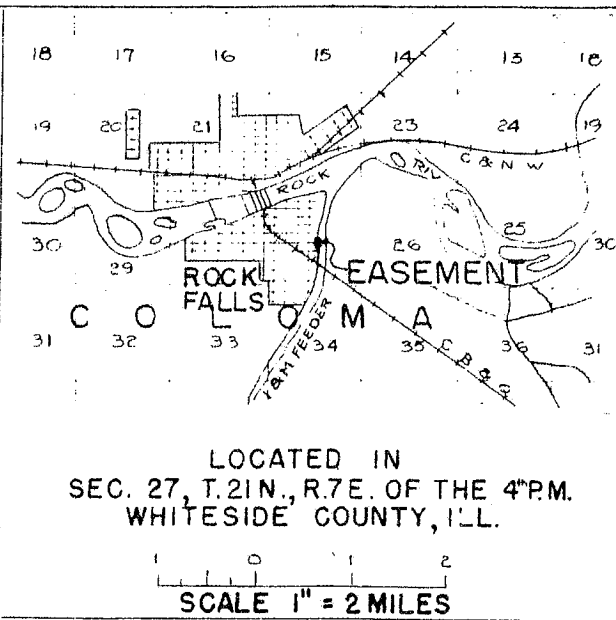
Signed: _____
(Person affirming signature authority of above
official; must not be the same individual)

Title: _____

Date: _____

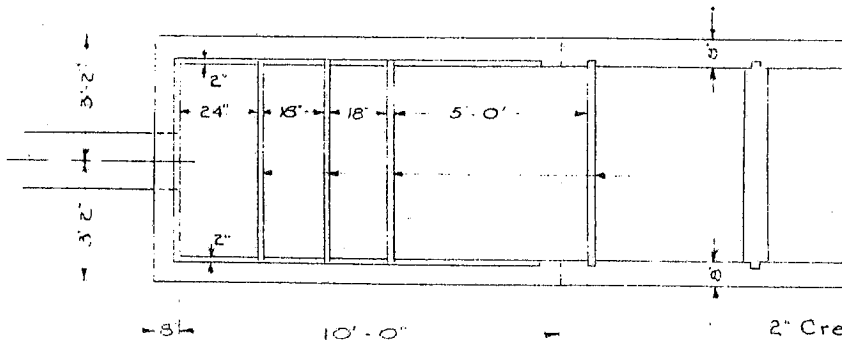


PLAN

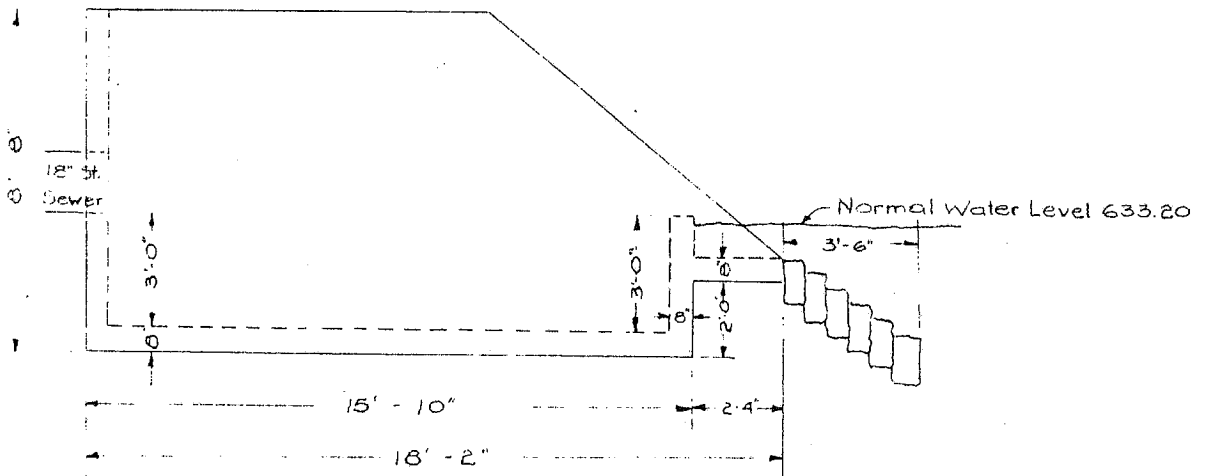


LOCATED IN
SEC. 27, T. 21 N., R. 7 E. OF THE 4TH P.M.
WHITESIDE COUNTY, ILL.

SCALE 1" = 2 MILES



2" Creosoted plank baffles



PLAN & ELEVATION

5 3 0 5
SCALE 1" = 5 FEET
VERTICAL & HORIZONTAL

ILLINOIS & MISSISSIPPI
CANAL - FEEDER
ROCK FALLS, ILLINOIS
EASEMENT FOR STORM SEWER

EXHIBIT "B"

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

_____ *N/A*

PRINTED NAME

TITLE



January 14, 2016

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

Attn: Ms. Robbin Blackert, City Administrator
P: (815) 564-1366
E: rblackbert@rockfalls61071.com

Re: **Proposal for Limited Site Investigation**
Schmitt Property
2801 Hoover Road
Rock Falls, Illinois
Terracon Proposal Number: P11167017

Dear Ms. Blackert:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Rock Falls (the "Client") to conduct a Limited Site Investigation (LSI) at the above-referenced site. The following sections provide an outline of the project and Terracon's scope of services, compensation and schedule. If we have misunderstood an aspect of the work, please let us know as soon as possible so we can evaluate our scope and make necessary adjustments.

1.0 PROJECT INFORMATION

The 30-acre site is located at 2801 Hoover Road in Rock Falls, Whiteside County, Illinois (hereinafter, the "site"). Terracon has prepared a Phase I Environmental Site Assessment (ESA) of the site (Project No. 11157799, dated January 11, 2016). The findings of Terracon's Phase I ESA identified the following recognized environmental conditions (RECs).

- **Use of Trichloroethylene (TCE) in the on-site mobile laboratory** – According to a former owner and laboratory technician, on-site asphalt testing in the laboratory included the use of TCE. The laboratory was not registered as a Resource Conservation and Recovery Act (RCRA) generator of hazardous waste. The unknown use of TCE without knowledge of the disposal practices of the spent TCE outside the RCRA regulatory requirements constitutes a REC to the site.

Terracon Consultants, Inc. 135 Ambassador Drive Naperville, Illinois 60540
Phone (630) 717 4263 Fax (630) 357 9489 terracon.com

Environmental

Facilities

Geotechnical

Materials

Proposal for Limited Site Investigation

Schmitt Property, 2801 Hoover Road ■ Rock Falls, IL
January 14, 2016 ■ Terracon Proposal No. P11167017



It is Terracon's understanding the City of Rock Falls intends to purchase the site. The closing is scheduled on or around February 20, 2016.

2.0 SCOPE OF SERVICES

The objective of the proposed LSI is to evaluate subsurface conditions at the site for the potential presence of impacts, exceeding regulatory criteria, associated with the identified REC. The scope of services is not intended to delineate the extent of impact (if present). Additional investigation may be warranted in order to develop an accurate remedial action cost if impact is detected.

2.1 Health & Safety Plan

Terracon is committed to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety goals, Terracon will develop a safety plan for use by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a brief health and safety meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a United States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, during sampling activities in the event that we encounter petroleum or chemical constituents in soils or groundwater that present an increased risk for personal exposure.

2.2 Utility Clearance

No later than 48 hours prior to intrusive activities, Terracon will contact the local one-call public utility locating service (e.g., JULIE) to arrange for public underground utility locates at the site. Please note that the public utility locator only locates public utilities. The Client and/or site representatives shall provide information on the presence and location of private utilities, operational piping and subgrade features. Terracon is not responsible for damages related to improperly marked utilities or to private utilities for which information is not provided.

2.3 Soil Borings

Terracon will advance soil borings at the site using direct-push techniques. The borings will be advanced to a maximum depth of 20 feet below ground surface (bgs), the field-observed groundwater table, or refusal, whichever occurs first. A summary of the soil boring locations and rationale is provided in the table below and the proposed boring locations are illustrated on the attached exhibit. The actual soil boring locations may vary slightly depending on site access, utility restrictions and other site conditions.

The field activities will be supervised by a Terracon representative who will make observations for visual/olfactory indications of potential impact and log the borings. Soil samples will be collected continuously and will be field-screened with a photoionization detector (PID). The field screening will be used to provide an indication of the potential presence of volatile constituents and to aid in the selection of samples for laboratory analysis. Within each boring, a soil sample will be selected for laboratory

Proposal for Limited Site Investigation

Schmitt Property, 2801 Hoover Road ■ Rock Falls, IL
January 14, 2016 ■ Terracon Proposal No. P11167017



analytical testing based on the following criteria: 1) the highest PID reading; or, 2) significant visual/olfactory indications of impact; or, 3) in the absence of field indications of impact, the sample interval deemed with the highest potential for contamination as judged by Terracon personnel (based on site conditions and the type of REC being evaluated).

Standard decontamination procedures will be followed to minimize the potential for cross contamination. Drilling and non-dedicated sampling equipment will be cleaned before beginning the investigation and between samples using a non-phosphate soap wash followed by a potable water rinse.

2.4 Temporary Monitoring Well Installation

Soil borings will be converted to temporary groundwater monitoring wells to facilitate the collection of groundwater samples. The temporary groundwater monitoring wells will be constructed as follows.

- Installation of 1-inch diameter, 0.010-inch machine slotted polyvinyl chloride (PVC) well screen with a threaded bottom cap
- Installation of 1-inch diameter, threaded, flush-joint PVC riser pipe to surface

If groundwater accumulates in the temporary monitoring wells on the day of drilling, Terracon will attempt to sample the wells during the same mobilization. If sufficient groundwater volume does not accumulate in the wells during the drilling mobilization, the wells will not be sampled.

After a sufficient volume of water accumulates, groundwater samples will be collected from the temporary monitoring wells using a disposable bailer(s) (volatile aliquot) or through the use of disposable tubing and a peristaltic pump (non-volatile aliquots).

2.5 Investigation-Derived Waste and Boring Abandonment

Using direct-push methods to collect samples does not generate investigation-derived waste (IDW). Following completion of the sampling, the borings will be backfilled with cuttings and bentonite (as needed). The sampling locations will be completed at grade to match the pre-drill conditions to the extent practical (e.g., soil, asphalt, concrete). Please refer to the assumptions for additional discussion on IDW.

2.6 Laboratory Analytical Program

The samples selected for analysis will be placed into laboratory-provided glassware. Soil and groundwater samples will be put in an iced cooler. The samples will be submitted, under chain-of-custody protocol, to a National Environmental Laboratory Accreditation Program-accredited laboratory for chemical analyses using USEPA SW-846 methods. The laboratory analytical program will include the following.

Table 2-1 Summary of Sampling & Laboratory Analytical Program

Boring Location	RECs	Analysis	Sample Type
B-1 through B-3	On-site mobile laboratory	VOCs ¹ , PNAs ² ,	1 Soil each for total of 3
		VOCs, PNAs,	1 Groundwater each for total of 3
B-4	Suspected downgradient of on-site mobile laboratory	VOCs, PNAs,	1 Soil
		VOCs, PNAs,	1 Groundwater

The portions of the groundwater samples for non-volatile analyses will be field-filtered through disposable 0.45-micron filters in order to estimate dissolved contaminant concentrations. If the groundwater analytical data were to be used in a regulatory program, field filtering is generally not allowed and low flow sampling or permanent groundwater monitoring well installation with appropriate development would be required to avoid turbidity-related high bias in the groundwater analytical results. Filtering aids in evaluating dissolved phase concentrations without incurring the expense of a permanent well during a preliminary LSI.

The list of analytes does not include every potential contaminant. Rather, it includes those considered indicator parameters of potential impact, given the type of REC being assessed.

2.7 Report Preparation

An LSI report will be prepared upon receipt of the laboratory results. The report will present a comparison of the concentrations of the detected compounds to the Illinois Environmental Protection Agency (IEPA) Tiered Approach to Corrective Action Objectives (TACO, 35 IAC Part 742) Tier 1 remediation objectives (ROs). An electronic version of the written report will be provided and include the following.

- Documentation of field activities
- Site plan showing pertinent site features and sample locations
- Soil boring logs
- Analytical laboratory results
- Data evaluation and presentation of pertinent findings

This scope has been designed to identify the presence of impacts in the areas being explored. Depending on the results of this investigation, regulatory reporting/submittals, additional investigation/assessment, or other activities may be warranted (e.g., to delineate or remediate impacts, if present). The scope of services and cost for this work (if warranted) is not included and will be addressed in a separate proposal.

¹ VOCs – Volatile organic compounds by method 5035/8260

² PNAs – Polynuclear aromatic hydrocarbons by method 8270

3.0 COMPENSATION

3.1 Fees

Based on the scope of services presented in Section 2.0, we propose a lump sum cost of **\$10,800.00**. This work is subject to the attached Supplement to Agreement for Services. This fee is valid for 60 days from the date of this proposal. This cost includes Terracon professional labor costs, travel, direct expenses, subcontractors and analytical testing required to complete this scope of work using the project assumptions described herein.

We anticipate that more than one Terracon invoice may be submitted as various tasks are completed; however, not more frequently than on a monthly basis. Terracon progress invoice(s) will be based on Terracon standard unit rates. If additional work is required outside the scope of this proposal, you will be contacted and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of additional work outside the scope of this proposal.

This proposal and cost estimate were prepared based on the following assumptions:

- Client will provide to Terracon, prior to mobilization, legal right of entry to the site to conduct the scope of services. Access will be provided to the area(s) of proposed drilling/sampling.
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.)
- The Client and/or site representatives shall provide information on the presence and location of private utilities, operational piping and subgrade features. Terracon is not responsible for damages related to improperly marked utilities.
- Level D personal protective equipment will be adequate for site work.
- There will be one mobilization of equipment to the site.
- Work can be performed during normal business hours (Monday through Friday, 7:00 am to 5:00 pm).
- The drilling/sampling locations are readily accessible by truck- or track-mounted drilling equipment. The client or site representatives will provide access to these areas and, if present, move equipment, materials stored in these areas prior to mobilization.
- The analytical testing will be conducted on a standard turnaround basis (5-business days) from receipt of the samples by the laboratory.
- Note that the number and placement of borings and samples may not explore every potential source area nor fully define the lateral or vertical extent of residual impact (if present). Furthermore, the list of analytes does not include every potential contaminant. Rather, it includes those that are considered indicator parameters of potential impact, given the type of REC being assessed.

Proposal for Limited Site Investigation

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- The generation of Investigation-Derived Wastes is not anticipated. If the site conditions result in the generation of IDW, the scope and cost for containerization, waste characterization/testing, permitting, transportation and disposal are not included in this proposal and will be presented in a change order. In this event, Terracon will not assume responsibility as generator of wastes generated.

If any of these assumptions or conditions is not accurate or changes during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

3.2 Schedule

Terracon is prepared to initiate this work upon receipt of written notification to proceed. The field activities will be coordinated with the client and site owner. The start date will be dependent on utility clearance and drilling contractor availability. It is anticipated that the field activities will be completed in 1 to 2 working day pending on the accumulation of groundwater. The standard analytical turnaround time is 5-business days. A draft report will be available one week after receipt of the final analytical report.

3.3 Additional Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, expressed or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These services will be performed in accordance with the scope of work agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM International standard practice E1903-11.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during the proposed activities. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services.

Proposal for Limited Site Investigation

Schmitt Property, 2801 Hoover Road ■ Rock Falls, IL
January 14, 2016 ■ Terracon Proposal No. P11167017



4.0 GENERAL COMMENTS

If the Scope of Services meets with your approval, the work may be initiated by sending a copy of the signed Supplement to Agreement for Services to Matt Weiss, matt.weiss@terracon.com . The terms, conditions, and limitations stated in the attached Supplement to Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal, please call the undersigned.

Sincerely,
Terracon Consultants, Inc.

Handwritten signature of Matt Weiss in black ink.

Matt Weiss, P.G.
Project Manager

Handwritten signature of Linda Yang in black ink.

Linda Yang, P.G.
Senior Principal

Attachment: Proposed Boring Location Plan
Supplement to Agreement for Services

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 09/01/2015, Agreement reference number P11150125) is between City of Rock Falls, Illinois ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Please refer to Terracon Proposal P11167017 dated January 14, 2016

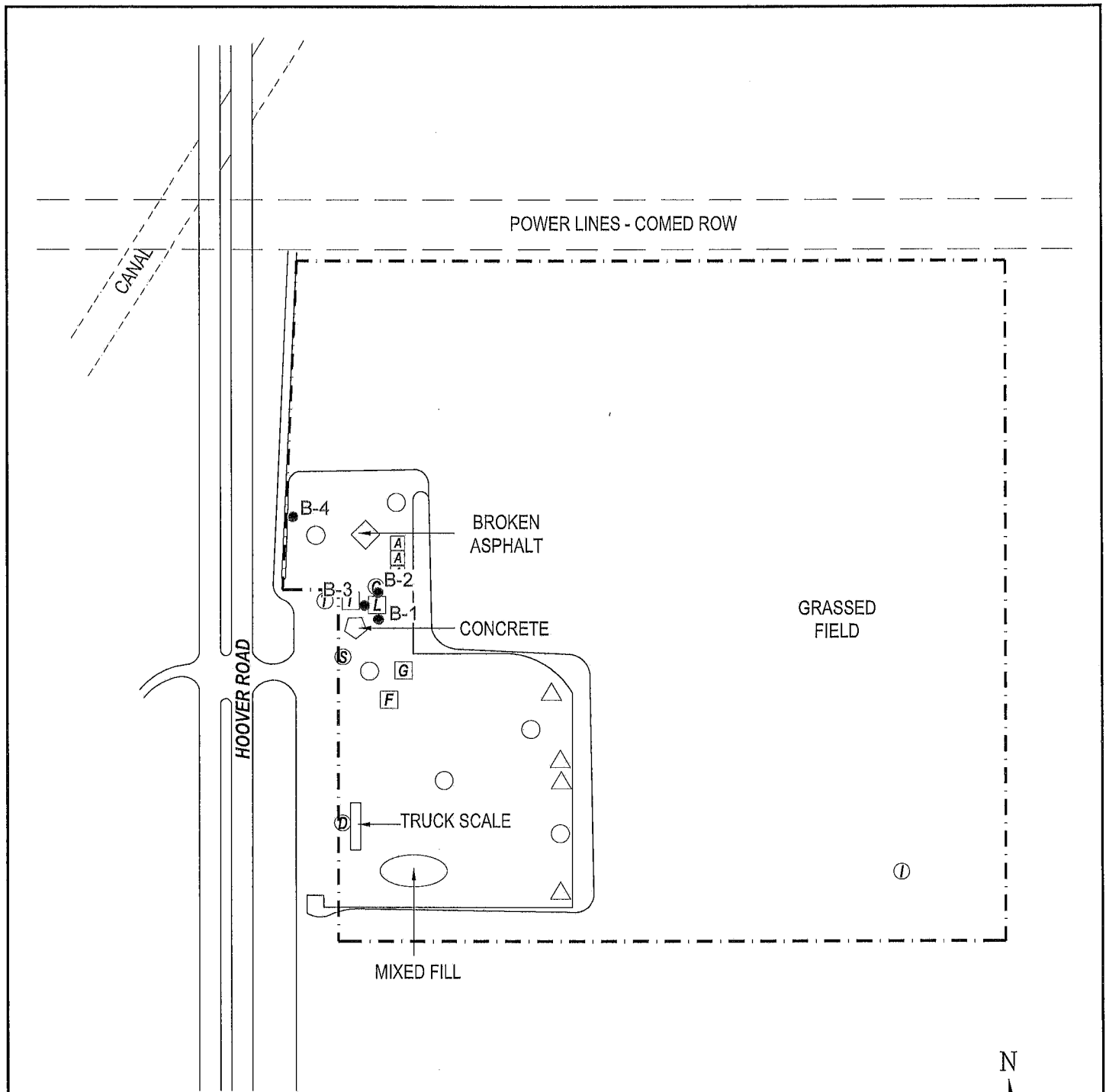
- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Please refer to Terracon Proposal P11167017 dated January 14, 2016

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

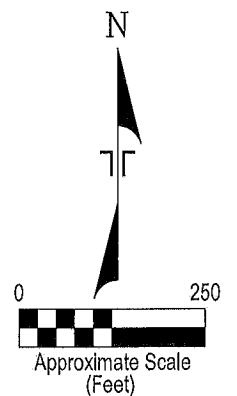
Consultant: **Terracon Consultants, Inc.**
By:  Date: **1/14/2016**
Name/Title: **Chen Yang / Office Manager III**
Address: **135 Ambassador Dr.
Naperville, IL 60540**
Phone: **(630) 717-4263** Fax: **(630) 357-9489**
Email: **Linda.Yang@terracon.com**

Client: **City of Rock Falls, Illinois**
By: _____ Date: _____
Name/Title: **Robbin Blackert / City Administrator**
Address: **603 West 10th Street
Rock Falls, IL 61071**
Phone: **(815) 564-1366** Fax: **(815) 622-1109**
Email: **rblackbert@rockfalls61071.com**



LEGEND

- - - - - SITE
- Ⓣ POLE-MOUNTED TRANSFORMER
- Ⓣ PAD-MOUNTED TRANSFORMER
- Ⓛ LAB TRAILER
- ⓐ ASPHALT TRAILERS
- ⓕ FUEL TRAILER
- ⓖ GENERATOR TRAILERS
- Ⓢ SAND POINT WELL
- Ⓛ IRRIGATION WELL
- ⓐ 5-GALLON CONTAINERS
- Ⓧ DRUM
- △ SAND/GRAVEL PILE
- ASPHALT MILLINGS PILE
- PROPOSED BORING LOCATION



THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mgr: JDM	Project No. 11157799	 135 Ambassador Drive Naperville, Illinois 60540 (630) 717-4263 (630) 357-9489	PROPOSED BORING LOCATION DIAGRAM LIMITED SITE INVESTIGATION SCHMIDT PROPERTY-ROCK FALLS, IL 2801 HOOVER ROAD ROCK FALLS, IL	EXHIBIT 1
Drawn By: TLY	Scale: AS SHOWN			
Checked By: JDM/MRF	File No. ESA11157799-2			
Approved By: JDM	Date: SEPTEMBER 2015			

RESOLUTION NO. 2016-730

RESOLUTION AUTHORIZING AMENDMENT TO CONTRACT FOR PURCHASE

WHEREAS, the City of Rock Falls has entered into a contract with GEORGE A. HALLMAN and JANET R. HALLMAN to sell to the City a parcel of real estate described in the "Real Estate Purchase and Sale Agreement" between the parties; and

WHEREAS, in order to complete the steps necessary to determine whether the purchase of said real estate should be completed, it is necessary that the date for closing of the purchase as stated in the contract be extended;

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

1. The statements contained in the preamble paragraphs to this resolution are true and accurate and are incorporated herein.

2. The Mayor and City Clerk are authorized and directed to execute on behalf of the City the "Amendment to Cash Sale Real Estate Contract", in the form as attached hereto.

3. The Mayor, City Clerk and City Administrator are authorized and directed to take such other and additional action as deemed necessary or desirable by them, or as deemed required by the City Attorney, to meet the terms and conditions of the offer to sell and of the "Cash Sale Real Estate Contract" in order to complete and consummate the acquisition by the City of the real estate described therein.

This resolution read and approved this _____ day of _____, 2016.

ATTEST:

Mayor William B. Wescott

City Clerk

Alderman Voting Aye

Alderman Voting Nay

SECOND AMENDMENT TO CASH SALE REAL ESTATE CONTRACT

This Agreement is made as of this ___ day of January, 2016 by and between GEORGE A. HALLMAN and JANET R. HALLMAN, Sellers, and the CITY OF ROCK FALLS, ILLINOIS, Buyer, as follows:

WHEREAS, Sellers and Buyer have entered into a Real Estate Purchase and Sale Agreement dated November 17, 2015 providing for the sale by Sellers and purchase by Buyer of certain real estate as described therein;

WHEREAS, said Real Estate Purchase and Sale Agreement was amended by the parties on December 15, 2015 concerning Parcel Number 5 for reasons set forth therein;

WHEREAS, Real Estate Purchase and Sale Agreement, as amended, provides for closing for the remaining parcels of the subject property to be on or before January 20, 2016;

WHEREAS, the parties have determined that they cannot close the purchase of the remaining parcels of the subject property by January 20, 2016 for reasons they deem sufficient.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties do hereby agree to amend the Real Estate Purchase and Sale Agreement heretofore existing between them by amendment of Section 4 thereof so that the last sentence of Section 4 reads as follows:

“...and to purchase the remaining parcels of the subject property for the sum of \$1,400,000 on or before March 31, 2016.”

Except as amended by this document, the Real Estate Purchase and Sale Agreement between the parties dated November 17, 2015 shall be and remain in full force and effect.

CITY OF ROCK FALLS

BY: _____

George A. Hallman

Janet R. Hallman

Cash Farm Lease - Bid Opening 12-11-2015 10:00am

Name	Address	Bid Per Acre	Total	Bond
Mike Gaulrapp	9179 Tampico Rd Rock Falls, IL	\$300.00	\$19,050	Y
Jeff Egan	10052 Landmark Dr. Rock Falls, IL	\$270.00	\$17,145	LOC

Cash Farm Lease Bid Sheet

Approximately 63.5 tillable acres

No bids below \$225.00 per acre will be accepted

Bid amount per acre \$ 300 -

X 63.5 acres total bid \$ 19,050 -

Mike Gaultrapp

Printed Name of Bidder

[Signature]

Signature

12-8-15

Date

Bidder address

9179 Tampico Rd
Rock Falls, IL
61071

Bidder phone, and email

815-716-0245
Mike.gaultrapp@gmail.com

1. Bids must be submitted on the prescribed form, which is a part of these specifications. All blanks in the form must be filled in, and the bid signed (with the spelling of the bidder's name printed in non-cursive print) in ink. A bid must be accompanied by bid security in the amount of \$500.00 in the form of cashier's check, payable to City of Rock Falls, or irrevocable letter of credit, running to the benefit of the City in form as required by the City, to guarantee that the terms of the bid, if accepted, will be performed. Bid security for bids not accepted will be returned following awarding of the bid and acceptance of the contract. Bids may not be modified after submitted, and cannot be withdrawn after 10:00 a.m. CST on December 11th, 2015.
2. A Bid must be submitted in an opaque, sealed envelope on or before December 11th, 2015 at 10:00 am CST. Bids will be publicly opened at 10:01 a.m. CDT on that date at the office of the City Clerk of the City of Rock Falls, 603 West 10th Street.
3. Any payment to be made by the bidder as compensation for the lease of the real estate will be due and payable in two payments the first half to be paid on or before April 1st, 2016, and the second half to be paid in full on or before November 1st 2016.
4. The City reserves the right to reject any and all bids, and reserves the right to waive any informality in any bid.

CASH FARM LEASE

(Zapf Farm)

This lease is entered into on the 19th day of January 2016, between the **CITY OF ROCK FALLS** (hereinafter referred to as "Landlord"), Rock Falls, IL 61071, and Mike Gaulrapp, 9179 Tampico Rd. Rock Falls, IL 61071 (hereinafter collectively referred to as "Tenant").

Description of Land:

Landlord rents and leases to Tenant, to occupy and to use for agricultural purposes only, certain farm real estate located in Whiteside County, Illinois, previously known as the Zapf Farm consisting of 63.5 tillable acres situated in Section 30, Township 21 North, Range 7 East of the 4th Principal Meridian, Whiteside County, Illinois (the "Real Estate").

Term of Lease:

The term of this lease shall be from March 1, 2016 to the last day of February 2017, and Tenant shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be made in writing and signed by both parties hereto. Both parties agree that failure to execute an extension at least four months before the end of the current term shall be conclusive notice of intent to allow the lease to expire on February 28, 2017. Statutory notice to Tenant is hereby expressly waived for the February 28, 2017 termination date.

This lease shall be binding upon the heirs, executors, administrators and successors in interest of Tenant.

Amendments and alterations to this lease may be made in writing in the space provided on the back of this lease or in any other written memorandum at any time by written mutual agreement. In the event of failure to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1: Amount of Rent and Time of Payment.

A. Tenant agrees to pay the Landlord annual cash rent for the above-described farm in the amount of \$300.00 per tillable acre for 63.5 tillable acres ($\$300.00 \times 63.5 = \$19,050.00$) as follows:

One-half (\$9525.00) to be paid on or before March 1st of each lease year, and one-half (\$ 9525.00) to be paid on or before November 1 of each lease year. The rent is based upon the tillable acreage as determined by Farm Services Administration ("FSA") for Whiteside County.

Section 2: Landlord's Investment and Expenses. The Landlord agrees to furnish the property and to pay the items of expenses listed below:

- A. The above-described farm, excluding all improvements.
- B. Real estate taxes on all land and improvements.

Section 3: Tenant's Investment and Expenses. Tenant agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises properly.
- B. All seed, inoculation, disease-treatment materials, and fertilizers.
- C. All other items of crop expense not furnished by Landlord as provided in Section 2.

Section 4: Tenant's Duties in Operating Farm. Tenant further agrees that it will perform and carry out the stipulations below:

A. Activities required:

- 1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
- 2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
- 3. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
- 4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair, and to mow grass waterways on a regular basis.
- 5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
- 6. To take proper care of all trees, vines, and shrubs, and to prevent injury to same.
- 7. To prevent all unnecessary waste, or loss, or damage to the property of Landlord.
- 8. To comply with rules and regulations of the Illinois Pollution Control Board.
- 9. To practice fire prevention, follow safety rules, and abide by restrictions in the Landlord's insurance contracts.

B. Activities restricted:

Tenant further agrees, unless it shall first have obtained the written consent of Landlord:

- (a) Not to assign this lease to any person or persons or sublet any part of the premises; in the event of such assignment or sublease, this lease may, at Landlord's discretion, be terminated and may be deemed null and void.
- (b) Not to erect or permit to be erected any structure or building or to incur any expense to the Landlord for such purpose.
- (c) Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

- (d) Not to plow permanent pasture or meadowland.
- (e) Not to cut live trees for sale purposes or personal uses.
- (f) Not to permit the erection of any commercial advertising signs on the farm.

(g) Not to permit the placement or dumping upon the farm of any waste, trash, refuse, garbage, rubbish, debris, construction debris or hazardous materials or substances. Hazardous material shall mean: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material or substance which is (i) regulated or identified as toxic or hazardous or exposure to which is prohibited, limited, or regulated by an Applicable Law, or either (ii) present in amounts in excess of what is permitted or deemed safe under Applicable Law, or (iii) handled, stored or otherwise used in any way which is prohibited or deemed unsafe under Applicable Law. "Applicable "Law" shall mean any law, rule, order, ordinance, or regulation of any federal, state, county, regional, local or other government authority.

- (h) Not to allow any hunting or trapping on the leased land.

C. Additional agreements.

(a) Tenant agrees to maintain present fertility levels and pH levels during the term of said lease and shall return the soil to Landlord in substantially the same condition as exists at the commencement of said lease.

(b) Landlord shall have the right to withdraw a portion the aforesaid Real Estate from this lease by giving Tenant written notice of its election to withdraw such property which notice must be delivered to Tenant prior to November 1 of the following crop year. Landlord shall, at the time of giving such notice, warrant to Tenant that the parcel(s) being withdrawn from the lease is to be used by Landlord for use as a sewage treatment plant, as a roadway, or is otherwise being permanently removed from crop production. In such circumstance, the annual rent shall be re-determined based upon the remaining tillable acreage as determined by FSA as set out above.

Section 5: Default, Yielding Possession, Right of Entry.

A. Termination Upon Default. If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of ten (10) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this Section.

B. Yielding Possession. Tenant agrees that at the expiration or termination of this lease, it will yield possession of the premises to Landlord without further demand or notice. If Tenant fails to yield possession, she shall pay to Landlord liquidated damages of \$75.00 per day, or if liquidated damages are not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by Tenant to Landlord's land or improvements, and said payments shall not entitle said Tenant to any interest of any kind or character in or on the premises.

C. Landlord's Lien for Rent and Performance. The Landlord's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. Tenant shall, if requested in writing by Landlord, provide Landlord with the names of persons or entities to whom Tenant intends to sell crops grown on these demised premises at lease thirty (30) days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. If Tenant shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney fees of Landlord in enforcing collection or performance shall be added to and become a part of the obligations payable by Tenant hereunder.

D. Landlord's Right of Entry During Term of Lease. Landlord reserves the right of itself, its agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after conclusive notice has been given that the lease may not be extended, or plowing after severance of crops, of seeding, or of applying fertilizers and doing other fieldwork. In the event Tenant is in default on her rent payment, or otherwise in breach of this lease, Landlord may enter said premises for the purpose of harvesting the crops without necessity of proceeding with a suit for distress of rent. Said crop shall be retained by Landlord for payment of the rent due and shall also be applied toward Landlord's cost of harvesting. The balance, if any, shall be delivered to Tenant.

E. Mineral Rights. Nothing in this lease shall confer upon Tenant any right to minerals underlying said land, but the same are hereby reserved by Landlord together with the full right to enter upon the premises and to bore, search, and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work on any railroad track or tracks, tanks, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. Landlord agrees to reimburse Tenant for any actual damage she may suffer for crops destroyed by these activities and to release Tenant from obligation to continue farming this property when development of mineral resources interferes materially with Tenant's farming operations.

F. Extent of Agreement. The terms of this lease shall be binding on the heirs, executors, administrators and assigns of both Landlord and Tenant in like manner as upon the original parties, except as set out in the Term of Lease provisions of Pages 1 and 2 of this lease.

LANDLORD:
CITY OF ROCK FALLS

TENANT:
Mike Gaulrapp

William B. Wescott, Mayor

Mike Gaulrapp

Attest:

Date

Eric Arduini, City Clerk



**PROFESSIONAL SERVICES AGREEMENT
CMOM PLAN DEVELOPMENT
WWTP NUTRIENT REDUCTION STUDY**

THIS IS AN AGREEMENT made as of January ____, 2016, between CITY OF ROCK FALLS, ILLINOIS (Client) and STANLEY CONSULTANTS, INC. (Consultant). Client intends to develop a Capacity, Management, Operations, and Maintenance (CMOM) Plan with Asset Management Strategy and conduct a Wastewater Treatment Plant Nutrient Reduction Feasibility and Discharge Optimization Plan as required by the Client's National Pollutant Discharge Elimination System (NPDES) Permit (hereinafter called "Project").

Client and Consultant agree:

1. **Scope of Services.** Consultant shall perform professional services as stated in Exhibit 1.
2. **Compensation.** Client shall compensate Consultant for Consultant's services as stated in Exhibit 2.
3. **Terms and Conditions.** Consultant shall provide professional services in accordance with the terms and conditions stated in Exhibit 3 and Paragraph 4, below. If Client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. **Special Provisions.** The following changes are made to the Standard Terms and Conditions stated in Exhibit 3.
 - A. Replace Subparagraph 4.2.1 with the following: "All tangible items prepared by Consultant are instruments of service, and Consultant retains all copyrights. Client may retain copies for reference and for use on this Project by others, but reuse on another project without Consultant's written consent is prohibited. Client will indemnify Consultant, its employees, agents, and consultants against claims resulting from any prohibited reuse."
 - B. Delete Subparagraph 4.2.2.
 - C. Modify Subparagraph 4.3.2 to replace the phrase "thirty (30)" with the phrase "sixty (60)" and to replace the number "18%" with the number "4%".
 - D. Modify Subparagraph 4.9.1 to replace the phrase "INTENDS TO" with the word "SHALL".
 - E. Delete Paragraph 4.10.
 - F. Modify Paragraph 4.11 to delete the last sentence of the first paragraph.
 - G. Replace Paragraph 4.12 with the following: "Consultant is not responsible for the condition of the buildings or equipment as constructed or the adequacy of the previous design that is outside the scope of the Consultant's Project; nor is the Consultant responsible for latent defects in the design or construction by others that could not be reasonably ascertained."
5. Client has provided or shall provide for payment from one or more lawful sources of all sums to be paid to Consultant.
6. Following exhibits are attached to and made part of this Agreement;
 - Exhibit 1 - Scope of Services
 - Exhibit 2 - Compensation
 - Exhibit 3 - Standard Terms and Conditions



**PROFESSIONAL SERVICES AGREEMENT
CMOM PLAN DEVELOPMENT
WWTP NUTRIENT REDUCTION STUDY**

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC.

CITY OF ROCK FALLS, ILLINOIS

By: _____
Bruce Worthington, Vice President

By: _____

Attest: _____
Lawrence Thomas

Attest: _____

Address for giving notices:

8501 West Higgins Road
Suite 730
Chicago, IL 60631-2801

Address for giving notices:

603 W. 10th Street
Rock Falls, IL 61071

Please provide resolution or other document authorizing execution of Agreement.



**PROFESSIONAL SERVICES AGREEMENT
CMOM PLAN DEVELOPMENT
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EXHIBIT 1 – SCOPE OF SERVICES**

1. BASIC SERVICES

Upon written authorization from Client to proceed, the Consultant shall perform Basic Services consisting of those listed below:

CMOM PLAN WITH ASSET MANAGEMENT STRATEGY

1.1 Capacity, Management, Operations, and Maintenance (CMOM) Plan with Asset Management Strategy

1.1.1 Meet with Client to review Consultant's scope of services, information needs, CMOM requirements, inspection forms and asset management components. Conduct staff interviews and develop organizational chart. Discuss current operating conditions under wet and dry flows, specific problem areas, and customer concerns or complaints. Identify/confirm sanitary sewer system map and major drainage basins. Prepare meeting notes and distribute electronically.

1.1.2 Conduct manhole inspections as follows:

- a. Prepare needed inspection forms.
- b. Provide one or two field personnel to inspect condition of 120 representative manholes throughout the City. Inspections will be conducted from the surface without entry. The Client will provide assistance, as needed, to locate and uncover buried manholes, open stuck manhole lids, clean structures and dispose of material, and perform other required assistance. Client may provide additional personnel to supplement Consultant's field crew to reduce the Consultant's inspection personnel to one person.
- c. Complete inspection form for each manhole to identify infiltration/inflow issues such as poor manhole cover seals, open pick holes, and structural deficiencies in the manhole casting, adjustment sections, base and pipe connections.
- d. Prepare photographic record of manholes.
- e. Measure vertical distance from the rim to the inverts of the pipes connected to the manholes. Determine flow lines. Confirm existing atlas information.
- f. Review by additional disciplines (structural, electrical, HVAC, plumbing)

1.1.3 Conduct wastewater pumping station inspections concurrently with the manhole inspections as follows:

- a. Inspect condition of eight pump stations. Enter and inspect pump station equipment room or chambers and assess conditions. Inspect pump station wet wells from the ground surface. Conform to Client safety practices for confined space entry.
- b. Complete inspection form for each pump station to document condition of structure, chamber, and mechanical, and electrical components.
- c. Prepare photographic record of pumping stations.

1.1.4 Hydraulic Capacity Analysis

- a. Create GIS database of collection system that includes attributes of collection system (pipe size, material, slope and length) based on existing atlases, maps, and plans. Field collection of data (except as noted below) is not included.
- b. Create map of system in GIS format.
- c. Develop table that summarizes the hydraulic capacity of each pipe in the collection system.



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EXHIBIT 1 – SCOPE OF SERVICES**

- d. Calculate the population equivalent wastewater loading for each watershed and quantify dry weather flow.
 - e. Calculate wet weather flow using pump stations run time meter and wetwell level records. Identify areas of excessive infiltration and inflow (I&I) with high dry weather to wet weather peaking factors. Identify pipe segments with hydraulic capacity issues.
 - f. Develop short and long term alternatives to address hydraulic deficiencies and excessive I&I.
 - g. Develop excessive I&I identification program.
 - h. Client to provide available data on number and type of residences, institutions, and businesses; large water dischargers; and pump station flows.
- 1.1.5 Asset Management Strategy
- a. Create asset registry of collection system components based on existing records. Include condition of manholes and pump stations from Items 1.1.2 and 1.1.3 and desktop analysis of piping supplemented with any available TV inspection reports and data provided by Client. No field inspections of piping will be conducted.
 - b. Determine estimated remaining useful life of components and replacement costs. Develop renewal strategy. Determine criticality of assets. Use information to prepare 20-year capital improvement plan.
- 1.1.6 Summarize findings of all tasks in CMOM Plan and Asset Management Strategy Report. Include short and long term recommendations and estimates of construction costs.
- 1.1.7 Distribute draft report electronically in Word and PDF format for Client to review and comment.
- 1.1.8 Meet with Client to discuss preliminary CMOM Plan with Asset Management Strategy Report and obtain Client input.
- 1.1.9 Revise and finalize report incorporating Client's comments.
- 1.1.10 Submit CMOM Plan with Asset Management Strategy to IEPA and respond to comments.
- 1.1.11 CMOM Plan with Asset Management Strategy Report
- a. Prepare eight paper copies of final CMOM Plan with Asset Management Strategy Plan and electronic version for Client's use.
 - b. Meet with Client's Council to review the CMOM Plan with Asset Management Strategy Plan.
- 1.1.12 Consultant's Basic Services for this phase of work will be considered complete on date when final copies of the CMOM Plan with Asset Management Strategy report have been delivered to Client.
- 1.2 FEMA/IEMA Grant Assistance
- 1.2.1 Prepare Illinois Emergency Management Agency (IEMA) electronic submission of Pre-Disaster Mitigation Assistance Grant Project Application using IEMA EGrant system for suitable project(s) identified in CMOM Plan with Asset Management Strategy Report as authorized and approved by Client.



**PROFESSIONAL SERVICES AGREEMENT
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EXHIBIT 1 – SCOPE OF SERVICES**

- 1.2.2 Assist Client in responding to IEMA questions and clarifications on Project Application.
- 1.2.3 Consultant's Basic Services for this phase of work will be considered complete on date when the Project Application has been submitted to IEMA.

1.3 Project Management and Administration

- 1.3.1 Project management and administration includes client communications; coordination of Consultant's project team; arranging and contracting with subconsultants; project documentation and record keeping; project budget administration and invoicing, and monitoring project schedule.
- 1.3.2 Attend up to two on-site progress meetings with Client staff over the course of the project to provide progress update, discuss administrative and technical matters, and coordinate with Client staff. Progress meetings are in addition to the meetings listed elsewhere in the Basic Services.

NUTRIENT REDUCTION FEASIBILITY AND DISCHARGE OPTIMIZATION PLAN

1.4 Nutrient Reduction Feasibility and Discharge Optimization Plan

- 1.4.1 Meet with Client to review NPDES nutrient reduction requirements, review Consultant's scope of services, review existing nutrient sampling and available data, and discuss study methodology, communications, and schedule. Prepare meeting notes and distribute electronically. Meeting is anticipated to be conducted in conjunction with the CMOM meeting.
- 1.4.2 Existing Wastewater Treatment Plant Review
 - a. Review existing plant physical data.
 - b. Review existing plant influent and effluent flow and loading data provided by Client in electronic file – excel spreadsheet format.
 - c. Evaluate overall plant performance with respect to biochemical oxygen demand (BOD), total suspended solids (TSS), Ammonia (NH₃-N), total phosphorus (TP), and total nitrogen (TN) (collectively "pollutants").
 - d. Confirm existing treatment process sizing, loadings, and design criteria.
 - e. Prepare a technical memorandum summarizing the plant performance with respect to the pollutants. Technical memorandum will be distributed electronically.
- 1.4.3 Teleconference with IEPA to discuss permit requirements and technical approaches for correction of plant deficiencies relevant to the pollutants, if any. Prepare meeting notes and distribute electronically.
- 1.4.4 Prepare Wastewater Characterization Plan for Client to use in obtaining additional samples and conducting or arranging for additional analytical tests as may be necessary for the study. Distribute Wastewater Characterization Plan electronically.
- 1.4.5 Review wastewater characterization results.



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EXHIBIT 1 – SCOPE OF SERVICES**

- 1.4.6 Evaluate potential phosphorus removal enhancements and optimization:
- a. Evaluate source reduction for reducing influent phosphorus loadings from Client water system (corrosion reduction chemical additions) or other potential significant phosphorus contributors. Client shall provide phosphorus data from Client water system and other potential significant phosphorus contributors including listing of industries and commercial businesses with summary of major types of activities, chemicals used, SIC codes, and any known business phosphorus effluent data. Consultant shall review information provided and recommend which industries and businesses should have wastewater sampling performed for total phosphorus. Source reduction evaluation will be focused on identifying the potential for phosphorus reduction through substitution of non-phosphorus chemicals for phosphorus containing chemicals currently being used within the industries and businesses. The actual study, testing, and determination of appropriate substitute chemicals for each industry or use is not included in the scope of this study.
 - b. Evaluate the reasonableness of existing phosphorus removal facilities at the wastewater treatment plant to achieve 0.5 and 0.1 mg/L total effluent phosphorus discharges.
 - c. Determine additional facilities required to achieve 0.1 mg/L total effluent phosphorus discharges.
- 1.4.7 Evaluate nitrogen removal processes and optimization appropriate for Client's existing facilities including:
- a. Work with oxidation ditch vendor and Client to identify and implement operational adjustments to the existing oxidation ditch system to improve total nitrogen reduction through simultaneous nitrification-denitrification.
 - b. Work with oxidation ditch vendor and Client to identify needed enhancements to the oxidation ditch system to facilitate optimization of the existing oxidation ditch for total nitrogen removal.
 - c. Determine feasibility for addition of anoxic zone prior to oxidation ditch to promote additional total nitrogen reduction.
- 1.4.8 Summarize findings of all tasks in Nutrient Reduction Feasibility and Discharge Optimization Plan. Include short and long term recommendations and estimates of construction costs.
- 1.4.9 Distribute draft report electronically in Word and PDF format for Client to review and comment.
- 1.4.10 Meet with Client to discuss preliminary Nutrient Reduction Feasibility and Discharge Optimization Plan and obtain Client input.
- 1.4.11 Revise and finalize report incorporating Client's comments.
- 1.4.12 Submit Nutrient Reduction Feasibility and Discharge Optimization Plan to IEPA and respond to comments.
- 1.4.13 Nutrient Reduction Feasibility and Discharge Optimization Plan
- a. Prepare eight paper copies of final Nutrient Reduction Feasibility and Discharge Optimization Plan and electronic version for Client's use.



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- b. Meet with Client's Council to review the Nutrient Reduction Feasibility and Discharge Optimization Plan.

1.4.14 CONSULTANT'S Basic Services for this phase of work will be considered complete on date when final copies of Nutrient Reduction Feasibility and Discharge Optimization Plan have been delivered to CLIENT

1.5 Project Management and Administration

1.5.1 Project management and administration includes client communications; coordination of Consultant's project team; arranging and contracting with subconsultants; project documentation and record keeping; project budget administration and invoicing, and monitoring project schedule.

1.5.2 Attend up to two on-site progress meetings with Client staff over the course of the project to provide progress update, discuss administrative and technical matters, and coordinate with Client staff. Progress meetings are in addition to the meetings listed elsewhere in the Basic Services.

2. DELIVERABLES

- 2.1 Meeting notes.
- 2.2 GIS database of collection system and atlas.
- 2.3 GIS map of collection system.
- 2.4 Manhole and pump station inspection reports.
- 2.5 Draft CMOM Plan with Asset Management Strategy.
- 2.6 Final CMOM Plan with Asset Management Strategy.
- 2.7 IEMA grant application (if authorized).
- 2.8 Technical Memorandum – Existing Plant Nutrient Removal Performance.
- 2.9 Wastewater Characterization Sampling and Analysis Plan.
- 2.10 Draft Nutrient Reduction Feasibility and Discharge Optimization Plan.
- 2.11 Final Nutrient Reduction Feasibility and Discharge Optimization Plan.

3. ADDITIONAL SERVICES

Services that may be requested by the Client that are not included in the Basic Services, as described herein, shall constitute Additional Services and shall be charged on an hourly and expenses reimbursable basis. The Client, prior to commencement of the additional work, shall authorize Additional Services in writing.

3.1 General

- 3.1.1 Additional meetings.
- 3.1.2 Additional IEPA discussions and negotiations



**PROFESSIONAL SERVICES AGREEMENT
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EXHIBIT 1 – SCOPE OF SERVICES**

3.2 CMOM Plan with Asset Management Strategy

- 3.2.1 Necessary plan revisions due to IEPA regulatory actions subsequent to this Agreement.
- 3.2.2 Smoke and dye testing performed by an experienced subcontractor in areas with inflow concerns to identify sources of inflow into the collection system including roof drains, foundation drains, structural deficiencies, cross connections with storm sewers, leaking manhole covers and cleanouts.
- 3.2.3 Television inspection performed by an experienced subcontractor using closed circuit televising in areas with infiltration concerns to identify defects in sewer pipes and joints that cannot be accessed by Client equipment.
- 3.2.4 Conduct additional manhole and/or pumping station inspections beyond the quantity identified in Basic Services and/or field inspection by additional disciplines (structural, electrical, HVAC, plumbing).
- 3.2.5 Conduct manhole inspections with entry into manhole interior by personnel.
- 3.2.6 Develop GIS application (ESRI Collector) to allow Client field crews to collect manhole information in the field with tablets or smartphones.
- 3.2.7 Provide hosting services for cloud storage of collection system GIS database.
- 3.2.8 Create XPSWMM skeleton model of major collection system components only. Flow information to be based on information developed in Item 1.1.4.
- 3.2.9 Create calibrated XPSWMM model of all collection system components using flow monitoring data generated by flow meters installed in the collection system. Develop flow monitoring plan for implementation by Client.
- 3.2.10 Conduct flow monitoring plan including selection of type of flow meters, flow meter locations, and arrange for flow meters. Determine appropriate number of flow meters to help pinpoint areas of excessive I&I. The flow meters will remain in place for a minimum of 4 months and up to a maximum of 6 months to capture various storm events. Client will be advised towards the end of the initial 4 months as to whether additional months of monitoring should be performed based on adequate numbers and magnitudes of rain events during the initial 4 months. Rent flow meters equipped with remote data acquisition from flow metering company. Flow metering company will be responsible for installation, maintenance, and removal of the flow meters. Review remotely acquired flow metering data once per week to minimize problems and coordinate corrections. Install one rain gauge to measure precipitation so that flow can be correlated to rain events. Remove rain gauge at end of the program. Analyze the flow data to identify dry and wet weather flow conditions for each selected drainage basin (monitor site). Analysis includes identifying base dry weather sanitary flow, infiltration from groundwater, and inflow based on rainfall affected flow. Raw flow and rain data will be provided to Client electronically in Excel file format. Consultant grants Client unrestricted license to use the data.



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3.2.11 If the IEMA grant application is selected for funding, assist Client in responding to IEMA questions and requests for information on Pre-Award Application.

3.3 Nutrient Reduction Feasibility and Discharge Optimization Plan

3.3.1 Necessary plan revisions due to IEPA regulatory actions subsequent to this Agreement.

3.3.2 Source reduction chemical substitution implementation evaluations and planning.

3.3.3 Source reduction industrial pretreatment.



**PROFESSIONAL SERVICES AGREEMENT
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EXHIBIT 2 - COMPENSATION**

The Consultant's fees will be based on the total hours worked on the Project, including travel, plus expenses. The Consultant's current schedule of Hourly Fees and Charges is attached to this Exhibit. The actual hourly rates charged for individual employees are based on hourly compensation rates and an overhead multiplier of 2.95.

1. The Consultant's fee for the Basic Services associated with preparation of the CMOM Plan with Asset Strategy Report inclusive of deliverables and project management as listed in Exhibit 1 Items 1.1 to 1.2 will not exceed \$110,000.
2. The Consultant's fee for the Basic Services associated with preparation of the Nutrient Reduction Feasibility and Discharge Optimization Plan inclusive of deliverables and project management as listed in Exhibit 1 Item 1.3 will not exceed \$57,000.
3. The CONSULTANT'S fee for Additional Services will be based on total hours worked, plus expenses, as authorized by the Client.



Standard Terms and Conditions Exhibit 3

1. CLIENT'S RESPONSIBILITIES

- 1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.
- 1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.
- 1.3 Provide available information pertinent to project upon which CONSULTANT may rely.
- 1.4 Arrange for access by CONSULTANT upon public and private property, as required.
- 1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.
- 1.6 Obtain consents, approvals, licenses, and permits necessary for project.
- 1.7 Advertise for and open bids when scheduled.
- 1.8 Provide services necessary for project but not within scope of CONSULTANT's services.
- 1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.
- 1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

2. PERIOD OF SERVICE

- 2.1 CONSULTANT is not responsible for delays due to factors beyond its control.
- 2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

- 3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.
- 3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market

conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by Illinois law.

4.5 **Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 **Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.10 **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged cause

of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$100,000 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11.

4.13 **Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 **Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

CITY OF ROCK FALLS, ILLINOIS
 WATER SYSTEM IMPROVEMENTS
 CONTRACT NO. 2 - WELL NO. 7 WATERMAIN,
 WELL NO. 4 BUILDING MODIFICATIONS AND SITE IMPROVEMENTS
 WHA No. 1018D08

TABULATION OF BIDS

BID OPENING: December 16, 2015
 10:00 a.m.
 Rock Falls City Hall

CONTRACTOR	ENGINEER'S ESTIMATE	O'BRIEN CIVIL WORKS, INC. Polo, Illinois	LEANDER CONSTRUCTION, INC. Canton, Illinois	MARTIN & COMPANY EXCAVATING Oregon, Illinois						
ADDENDUM NOS.	2									
SIGNATURE PAGE	00 41 13-13	✓	✓	✓						
BID BOND	00 41 50-1-2	5% Bid Bond	5% Bid Bond	5% Bid Bond						
TAX CERTIFICATION	00 41 80-1	✓	✓	✓						
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	00 41 70-1	✓	✓	✓						
STATEMENT OF BIDDER'S QUALIFICATIONS	00 41 80-1-2	✓	✓	✓						
CERTIFICATION OF NONSEGREGATED FACILITIES	00 73 16-16	✓	✓	✓						
NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF...	00 73 16-17	✓	✓	✓						
CERTIFICATION REGARDING DEPARTMENT SUSPENSION, AND ...	00 73 16-18	✓	✓	✓						
BIDDER CERTIFICATION IN COMPLIANCE WITH ARTICLE 33E...	00 73 16-24	✓	✓	✓						
BIDDER CERTIFICATION REGARDING USE OF AMERICAN IRON...	00 73 16-38	✓	✓	✓						
DBE BUSINESS PACKAGE	00 73 16-25-37	✓	✓	✓						
ITEM	QUANTITY	UNIT	PRICE	TOTAL	UNIT	PRICE	TOTAL	UNIT	PRICE	TOTAL
1 Watermain, 8" Dia.	447	L.F.	80.00	35,760.00	56.00	25,926.00	105.35	47,097.29	88.00	39,336.00
2 Watermain Quality Casing Pipe, 18" Dia.	20	L.F.	100.00	2,000.00	70.00	1,400.00	114.52	2,290.44	120.00	2,400.00
3 Fire Hydrant Complete	1	Each	4,500.00	4,500.00	6,500.00	6,500.00	8,975.39	8,975.39	6,000.00	6,000.00
4 Gate Valve, 8" Dia.	1	Each	1,500.00	1,500.00	2,300.00	2,300.00	2,902.38	2,902.38	3,100.00	3,100.00
5 Tracer Wire Access Box	2	Each	500.00	1,000.00	100.00	200.00	63.27	126.54	200.00	400.00
6 Air & Vacuum Valve Vault	1	Each	12,000.00	12,000.00	16,000.00	16,000.00	19,772.72	19,772.72	13,500.00	13,500.00
7 1/4 Bend, 8" Dia.	1	Each	500.00	500.00	575.00	575.00	535.44	535.44	700.00	700.00
8 1/4 Bend, 8" Dia.	2	Each	500.00	1,000.00	650.00	1,300.00	602.17	1,204.34	750.00	1,500.00
9 Storm Sewer, 18" Dia., Class A, Type 1	226	L.F.	70.00	15,820.00	60.00	13,560.00	33.08	7,474.95	80.00	18,080.00
10 Storm Manhole, 5' Dia., Type A	1	Each	3,000.00	3,000.00	5,500.00	5,500.00	2,700.00	2,700.00	2,750.00	2,750.00
11 Final Backfill (Granular Select Backfill)	13	C.Y.	50.00	650.00	35.00	455.00	135.00	1,755.00	40.00	520.00
12 Temporary Surface Over Trench	3	C.Y.	50.00	150.00	80.00	240.00	135.00	405.00	40.00	120.00
13 Earth Excavation	180	C.Y.	50.00	9,000.00	40.00	7,200.00	16.54	2,984.99	26.00	4,680.00
14 Aggregate Base Course, Type A	360	Ton	20.00	7,200.00	40.00	14,400.00	23.76	8,552.24	21.00	7,560.00
15 Bituminous Materials Prime Coat	278	Gal.	5.00	1,390.00	4.00	1,112.00	3.40	945.04	5.00	1,390.00
16 Hot-Mix Asphalt Surface Course, N50	140	Ton	120.00	16,800.00	110.00	13,200.00	161.28	22,578.75	120.00	14,400.00
17 Seeding Class 1 with Pulverized Topsoil, 4"	2,151	S.Y.	5.00	10,755.00	3.00	6,453.00	6.69	14,387.87	8.00	17,208.00
18 Well No. 4 Building Modifications - Piping	1	L.S.	12,000.00	12,000.00	20,000.00	20,000.00	26,730.00	26,730.00	21,500.00	21,500.00
19 Well No. 4 Building Modifications - Architectural	1	L.S.	20,000.00	20,000.00	45,000.00	45,000.00	33,812.35	33,812.35	45,000.00	45,000.00
20 Fence and Motorized Gate	1	L.S.	15,000.00	15,000.00	20,000.00	20,000.00	1,849.50	1,849.50	20,000.00	20,000.00
21 Fence and Gate Removal	218	L.F.	15.00	3,270.00	7.50	1,635.00	7.58	1,635.44	7.50	1,635.00
22 Electrical Service To Well	1	L.S.	15,000.00	15,000.00	15,000.00	15,000.00	25,906.50	25,906.50	26,000.00	26,000.00
TOTAL				187,295.00		219,356.00		234,300.12		249,559.00
				Corrected amount		Corrected amount		Corrected amount		Corrected amount

The undersigned hereby certifies that he has carefully compared the foregoing tabulation with the executed copy of the proposals submitted by the bidders and that this is a true and correct record of such proposals, which were publicly opened and read aloud on December 16, 2015 at the City Hall in Rock Falls, Illinois.

Robert D. Wiltett
 Wiltett, Hoffmann & Assoc.

ATTEST:
Robert D. Wiltett
 Notary Public
 OFFICIAL SEAL
 Robert D. Wiltett
 Notary Public, State of Illinois
 My Commission Expires 6/07/16

CITY OF ROCK FALLS, ILLINOIS
 WATER SYSTEM IMPROVEMENTS
 CONTRACT NO. 1 - DRILLING, DEVELOPING AND WELL PUMP FOR
 WELL NO. 7 AND WELL NO. 4 ABANDONMENT
 WMA No. 1018D08

TABULATION OF BIDS

BID OPENING: December 16, 2015
 10:00 a.m.
 Rock Falls City Hall

CONTRACTOR	ADDENDA NOS.	SIGNATURE PAGE	BID BOND	TAX CERTIFICATION	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	STATEMENT OF BIDDER'S QUALIFICATIONS	CERTIFICATION OF NONSEGREGATED FACILITIES	NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF...	CERTIFICATION REGARDING DEPARTMENT, SUSPENSION, AND ...	BIDDER CERTIFICATION IN COMPLIANCE WITH ARTICLE 33E...	BIDDER CERTIFICATION REGARDING USE OF AMERICAN IRON...	DBE BUSINESS PACKAGE	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	3	00 41 13-13	00 41 50-1-2	00 41 60-1	00 41 70-1	00 73 16-16	00 73 16-17	00 73 16-18	00 73 16-24	00 73 16-38	00 73 16-37		1 Mobilization	1 L.S.	10,000.00	10,000.00	20,000.00	20,000.00	28,500.00	28,500.00	33,000.00	33,000.00	39,800.00	39,800.00	39,800.00	39,800.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		2 Drilling Hole 4 1/2" Dia.	145 L.F.	400.00	58,000.00	200.00	29,000.00	192.00	27,840.00	280.00	37,700.00	345.00	50,025.00	1,700.00	20,060.00	
		✓	5% Bid Bond	✓	✓	✓	✓	✓	✓	✓	✓		3 Steel Casing Pipe, 2 1/2" Dia.	1181 L.F.	180.00	212,400.00	191.00	22,538.00	177.00	20,886.00	240.00	28,320.00	650.00	19,500.00	7,360.00	19,500.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		4 Well Screen 2 1/2" Dia.	30 L.F.	500.00	15,000.00	450.00	13,500.00	377.00	11,310.00	530.00	15,900.00	460.00	13,800.00	4,339.49	1,339.20	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		5 Well Pack	16 C.Y.	200.00	3,200.00	625.00	10,000.00	457.00	7,312.00	810.00	12,960.00	1,116.00	1,339.20	770.00	2,300.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		6 Bernhite Plug	12 C.Y.	1,000.00	12,000.00	400.00	4,800.00	1,150.00	13,950.00	286.00	3,436.00	1,875.00	2,250.00	70.00	770.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		7 Pkt-Run Sand and Gravel	11 C.Y.	500.00	5,500.00	80.00	880.00	980.00	10,880.00	1,530.00	16,830.00	3,795.00	4,165.00	460.00	5,040.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		8 Cement Grout	5 C.Y.	1,000.00	5,000.00	700.00	3,500.00	980.00	4,900.00	1,325.00	6,625.00	1,530.00	7,650.00	14,500.00	14,500.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		9 Furnishing, Placing and Removing Test Pump	1 L.S.	20,000.00	20,000.00	7,500.00	7,500.00	14,334.00	14,334.00	22,000.00	22,000.00	7,200.00	2,100.00	5,040.00		
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		10 Test Pumping	24 Hrs.	500.00	12,000.00	100.00	2,400.00	145.00	3,480.00	1,325.00	3,180.00	3,000.00	2,250.00	2,000.00	2,000.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		11 Televising Well	1 L.S.	2,000.00	2,000.00	2,000.00	2,000.00	1,325.00	1,325.00	350.00	350.00	3,000.00	3,000.00	2,800.00	2,800.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		12 Plumbers and Alignment	1 L.S.	2,000.00	2,000.00	2,000.00	2,000.00	1,325.00	1,325.00	350.00	350.00	7,500.00	7,500.00	1,875.00	1,875.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		13 Water Quality Sampling and Testing	1 L.S.	3,000.00	3,000.00	4,500.00	4,500.00	3,210.00	3,210.00	45,723.00	45,723.00	59,400.00	59,400.00	63,194.00	63,194.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		14 Piless Adapter	1 L.S.	30,000.00	30,000.00	50,000.00	50,000.00	45,723.00	45,723.00	6,475.00	6,475.00	6,750.00	6,750.00	11,900.00	11,900.00	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		15 Well #4 Abandonment	1 L.S.	10,000.00	10,000.00	7,500.00	7,500.00	15,745.00	15,745.00	4,500.00	4,500.00	16,400.00	16,400.00	258,983.49	258,983.49	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		16 Demobilization	1 L.S.	10,000.00	10,000.00	5,000.00	5,000.00	15,745.00	15,745.00	199,916.00	199,916.00	254,175.00	254,175.00	258,983.49	258,983.49	
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		TOTAL			208,140.00	180,798.00		199,916.00		254,175.00		258,983.49		258,983.49		

The undersigned hereby certifies that he has carefully compared the foregoing tabulation with the executed copy of the proposals submitted by the bidders and that this is a true and correct record of such proposals, which were publicly opened and read aloud on December 16, 2015 at the City Hall in Rock Falls, Illinois.

M. J. Hoffmann
 Williett, Hoffmann & Associates, Inc.

ATTEST: *Robertta Vanderlin*
 Notary Public



Williett, Hoffmann and Associates, Inc.
 Consulting Engineers