

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 September 5th, 2017 6:30 p.m.

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

Audience Requests:

1. Rock Falls High School Homecoming Parade Request

Community Affairs:

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

Consent Agenda:

1. Approve the Minutes of the August 15th, 2017 Regular Council Meeting.
2. Approval of bills as presented.
3. Approval of **Resolution 2017-770** Adopting the current APPA Safety Manual for the Electric Utility.

Ordinance First Reading:

1. Approval of **Ordinance 2017-2333** amending Section 201-150 (c) (2) and Section 201-150 (c) (4) Open Burning prohibited.
2. Approval of **Ordinance 2017-2336** amending Section 32-87(d) to add 5/8" meter for multiple residential or multiple commercial units.
3. Approval of **Ordinance 2017-2337** adding subparagraph (77) to Section 18-152 Prohibited Areas to prohibit parking along the north side of west 16th Street from 1st Ave. to Lindy Ave.
4. Approval of **Ordinance 2017-2339** Amending Section 32-431 Economic Rate Rider.

Ordinance Second Reading / Adoption:

1. Adoption of **Ordinance 2017-2334** correcting a numerical error in **Ordinance 2017-2330**
2. Adoption of **Ordinance 2017-2335** authorizing the execution of a settlement agreement and release with Sjostrom, and Spaans Babcock.

Information/Correspondence:

Eric Arduini, City Clerk

- 1. Approval of the low bid from Jeff Behren’s Excavating 2608 Prophetstown Road Rock Falls, Illinois for the demolition of the house at 601 West 7th Street in the amount of \$6486.00.
- 2. Approval to refer the application for rezoning of 1409 Shore Acres Road Rock Falls, IL to the Planning and Zoning Commission meeting on September 14th, 2017 for consideration as it is within the 1 ½ mile area of city limits.

James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads:

Water Reclamation- Ed Cox

- 1. Approval of the Contract with Stanley Consultants, Inc., 8501 w. Higgins Road, Suite 730, Chicago, IL 60631 in an amount not to exceed \$40,000, for drafting of IEPA low interest loan program application for slip lining of sanitary sewer lines.

Electric- Dick Simon
Police Chief- Chief Tammy Nelson
Fire Chief- Chief Gary Cook
Building Inspector- Mark Searing
Water – Ted Padilla

- 1. Approval of water tower maintenance not to exceed \$12,050. by National Wash Authority, LLC, 100 N. Jackson Street, Morrison, IL 61270.
- 2. Approval of the watermain boring project not to exceed \$16,000 to Go Excavating, 447 South Hancock Avenue, Freeport, IL 61032.

Street - Larry Spinka
Utility Office - Diane Hatfield
Tourism – Janell Loos
Broadband – Wayne Shafer

- 1. Approval to reject all bids for the broadband network buildout

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. Sobottka

Mayor’s Report:

- 1. Appoint with the Council consent Brian Tribley to the Tourism Committee and change the hotel representatives to advisory members only.
- 2. Approval of **Resolution 2017-769** Conveyance of title to the City from IDOT for a strip of land currently Rt. 40 right of way.
- 3. Appoint with the council consent Shane Brown (rural district residential user), Kim Groharing (in town residential user) and Tom Myers (business user) to the Utilities Committee for a period of three (3) years 9-5-2017/9-5-2020.
- 4. Remove City Administrator Robbin Blackert from the Utilities Committee as a voting member to the role of advisory member.

Executive Session:

1. Section 2(c)(6) Purchase or lease of real estate.

Any action taken from Executive Session:

1. Adoption of **Ordinance 2017-2338** Purchase of interest in real estate.

Adjournment:

Next City Council Meeting 9-19-2017

Posted 09-01-2017

Eric Arduini / City Clerk

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



Rock Falls Township High School District #301

101 Twelfth Avenue
Rock Falls, IL 61071
Phone: (815) 625-3886
Fax: (815) 625-3889

Ron McCord – Superintendent
Michael Berentes – Principal
Vicki Dunphy – Asst. Principal
Rich Montgomery – Athletic Dir.

August 17, 2017

Mr. Eric Arduini
City Clerk
603 W. 10th St.
Rock Falls, IL 61071

Dear Mr. Arduini:

On behalf of the Rock Falls High School student council, I would like to request permission to hold our annual Homecoming parade on Thursday, September 14, 2016. We will be following the same route as the past years and have requested assistance from Chief Nelson. An invitation will be extended to the Chamber of Commerce and the Honorable Mayor and Mrs. Wescott. The parade will begin at 5:30 P.M. sharp and end approximately 30-40 minutes later.

Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads "Heidi Ripley".

Heidi Ripley
Student Council Advisor
ripleyh@rfhs301.org

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

August 15th, 2017

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order by Mayor William B. Wescott at 6:30 p.m. on August 15th, 2017 in the Council Chambers of Rock Falls.

City Clerk Eric Arduini called the roll following the pledge of allegiance. A quorum was present including Aldermen Reitzel, Logan, Kuhlemier, Snow, Schuneman, Kleckler, Folsom, and Sobottka. In addition City Attorney Jim Reese and City Administrator Robbin Blackert were present.

Audience Request:

Tayne Austin asked the City Council if there could be "Slow Children Playing" signs installed on West 24th Street. Mayor Wescott informed her that the Police will investigate and bring their findings back to the Public Property committee.

Sharon Simester inquired about burning on the island on the previous Friday. She thought that there was to be no more burning on the island. City Administrator explained that the Public Property Committee has not made a change in the City disposal methods of the wood at this time, and the property is not in city limits.

Alderman Reitzel clarified that residents are allowed to burn wood.

Consent Agenda:

The consent agenda was read aloud by Clerk Arduini. A motion to approve the consent agenda as presented by omnibus designation was made by Alderman Schuneman and second by Alderman Folsom.

1. Approve the Minutes of the August 1st, 2017 Regular Council Meeting.
2. Approval of bills as presented.

Vote 8 aye, motion carried

Ordinance Second Reading / Adoption

A motion was made by Alderman Snow, and second by Alderman Logan for the adoption of **Ordinance 2017-2330** Addition of Article 11.5 to Chapter 16 - Food Truck Vendor License.

Vote 8 aye, motion carried

A motion was made by Alderman Logan and second by Alderman Kuhlemier for the adoption of **Ordinance 2017-2331** Amending Section 32-22 to read "Utilities Committee"

Vote 7 aye 1 nay (Kleckler), motion carried

City Administrator Robbin D. Blackert:

City Administrator Robbin Blackert presented a memo on the effects of the State Budget on the City of Rock Falls. It was explained that the local government distributed

tax will be cut for one year by 10%, but at the same time they promise to pay 14 months instead of 12 months in FY18. Beginning in July, the state will now impose a 2% fee on all locally imposed sales tax collected by the state. The City of Rock Falls can expect to be charged \$16,360. The State did nothing about the pension crisis, and discussion of giving all of the Fire and Police pensions the same deal as Chicago received has had nothing come of it. Adm. Blackert remarked that Springfield was able to pass House Resolution 30 though which declared October to be "Zombie Preparedness Month".

Mayor Wescott added that the new sales tax fee was originally a 1% increase on everything collected, but it was now changed, and this will affect the schools also.

Alderman Kuhlemier stated that this is taxation by a different means.

Administrator Blackert reviewed a report given to the Council from Terracon concerning the demolition of the limestone building. Alderman Kleckler asked about the procedure for people picking up limestone from the former limestone building area. He was concerned about why it was treated as hazardous. Administrator Blackert stated the asbestos was in the roof and piping. Some items that are not deemed safe are the wood and piping material. If residents want to come down and get some of the rock, it is available after 5:00 pm and on weekends. Alderman Snow inquired about the City's liability for someone getting hurt in the area, and it is the same as any other City property. Administrator Blackert welcomed Mayor Wescott back to the City Council.

Information/Correspondence:

Eric Arduini, City Clerk

A motion was made by Alderman Snow, and second by Alderman Folsom for the approval of the Mary Avenue Block Party. This includes barricades and a road closure on September 9th, 2017. Mayor Wescott added that this event has been going on for a number of years. It will be from 11:00am to 10:00pm. Alderman Kuhlemier has never heard of any problems with the event.

Vote 8 aye, motion carried

City Engineer Brian Frickenstein

A motion was made by Alderman Reitzel, and second by Alderman Kuhlemier to approve the bid for the Galt Avenue street project to Civil Constructors 2283 Route 20 East, Freeport Illinois in the amount of \$161,515.15.

Department Heads:

Water - Ted Padilla

A motion was made by Alderman Schuneman, and second by Alderman Logan for the approval of the bid for a 2017 F-350 extended cab with equipment from Bonnell Industries, Inc. 1385 Franklin Grove Road, Dixon, IL. in the amount of \$67,644.00.

Alderman Kleckler asked for a clarification about where the vehicle will be purchased from. Bonnell will be taking the chassis from Anderson Rock River Ford in Rockford, IL, and adding equipment. Mr. Simon confirmed that this is replacing a truck.

Vote 8 aye, motion carried

Tourism – Janell Loos

Tourism Director Janell Loos introduced Katie Williams who was an invaluable intern with the Tourism office over the summer. Ms. Williams is going into her senior year at Northern Illinois University where she is majoring in economics, and minoring in sociology. She has been helping with social media, the website, and the Northern Illinois Film Office. She thanked the Council for allowing her to work in Rock Falls.

Mayor Wescott stated that we are thankful for her diligence, and putting in a lot of hours for the City.

Director Loos made an announcement about Pink Heals. It has grown, and she has been overwhelmed by the support and events of the surrounding communities. The Pink Party on the Riverfront will be held from 4:00pm – 7:00pm in the RB&W District, on the Rock Falls Riverfront. There will be health and wellness booths setup. The Pink Heals Firetruck will be on display with t-shirts available. There will be fireworks that night. The same day from 10:45-12:00pm Pink Heals will be at CGH Medical Center in Sterling. More information will be available on the Tourism website, and on social media.

Mayor Wescott introduced Wayne Shafer who is the new Fiber optics Director.

Wayne thanked the Council for the welcome, and in his first week, he has been getting great support from everyone.

Ward Reports:

Ward 1:

Alderman Daehle Reitzel reminded residents to be careful when driving with students going back to school.

Ward 2:

Alderman Glen Kuhlemier pointed out the new bannisters that were installed at the City Council Chambers. He gave thanks for being Grand Marshall in the Sesquicentennial Parade. He stated that we now have an opportunity to begin a new page in Rock Falls' history. He wishes his wife Delores Happy Birthday on August 16th.

Alderman Brian Snow reminded residents that we have a lot of road work going on right now. He asks for patience as some roads will be closed.

Ward 3:

Alderman Jim Schuneman informed the Council that the next Utilities Committee meeting will be held on August 28th at 8:15am at the Electric Office.

Alderman Kleckler thought about possible signage for parents to not allow children to play in the streets. Parenting skills should be used to keep children from playing in the streets.

Mayor's Report:

Mayor Wescott explained the ordinance that addresses parking, and dropping off students are issues that occur on 8th Avenue. The Schools have worked with the City to try to work on this problem. He asked that this ordinance go to second reading to have the rules in effect for the beginning of the school year. Alderman Snow made a motion, and second by Alderman Reitzel for the waving of the first reading, and adoption of **Ordinance 2017-2332** amending section 18-155 Standing and Parking; prohibited and restricted areas between 8:00am and 4:00pm and Section 18-168 Resident Parking. Temporary signs will be posted until the new signs are made, and the information will be going out to parents and residents for a couple of weeks.

Vote 8 aye, motion carried

Mayor Wescott spoke about the Sesquicentennial, and was sorry that he missed the first three days of the great week. He spoke of the wonderful committee of people who worked so hard and diligently in the planning of this. They wanted to do more, but it came down to the amount of help available for the events. He thanked Robbin and Eric for stepping up when he couldn't make it to the event. He thanks the civic groups that also helped make it successful. Thanked the schools for the use of their facilities at no charge. One of the highlights was that it gave the City an opportunity to recognize Glen Kuhlemier who has devoted years to the City serving as Mayor, Alderman, and on committees. Mayor Wescott thanked the Chamber of Commerce for the work that they did organizing the parade. He thanked Tourism for the Miss Sesquicentennial pageant, and the Beard Contest, He recognized the uptown business owners for their hard work on the street dance which went very well without any problems. Mayor Wescott thanked all of the City crews for the extra work that they did to make the City look great, and help everything run smoothly.

A motion was made by Alderman Snow, and second by Alderman Schuneman to enter executive session for section 2(c)(11) threatened or pending litigation, and section 2(c)(21) review of closed session minutes.

Vote 8 aye, motion carried

City Council entered Executive Session at 7:13pm

City Council returned to regular session at 8:01pm

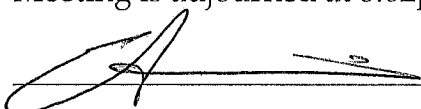
A motion was made by Alderman Snow, and second by Alderman Sobottka to approve and keep sealed the executive session minutes reviewed.

Vote 8 aye, motion carried

With nothing else for the good of the Council a motion was made by Alderman Folsom and second by Alderman Sobottka to adjourn the meeting at 8:02 pm.

Viva Voce Vote, motion carried

Meeting is adjourned at 8:02pm



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois September 6, 2017

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:

Sesquicentennial Fund		\$13,188.25
Tourism		\$15,789.60
General Fund		\$119,026.61
Industrial Development		\$110.00
Tax Increment Financing		\$2,220.56
Electric	Electric O & M	\$44,864.26
Broadband Fund		\$0.00
Fiber Optic/Broadband (Tax Exempt)		\$682.00
Fiber Optic/Broadband (Taxable)		\$0.00
GIS/IT Fund		\$0.00
Sewer	Sewer Revenue/O & M	\$17,892.45
Water	Water Revenue/O & M	\$64,173.85
Garbage		\$1,337.50
Customer Service Center		\$3,994.43
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$60.78
Safe Passage/Non Evidentiary		\$0.00
Motor Fuel Tax		\$9,305.48
Customer Utility Deposits		\$8,586.14
		<u>\$301,231.91</u>

Alderman Kuhlemier
Alderman Logan
Alderman Kleckler

DATE: 08/31/2017
TIME: 15:59:41
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/01/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
172	CITY OF ROCK FALLS	976.18	37.56
194	GRUMMERT'S HARDWARE - R.F.	2,611.82	169.00
273	ECONOMY TROPHY CO.	67.95	91.00
4191	JW'S 3RD BASE		58.98
T0003135	AURELIOS BAKE SHOP		225.00
T0004325	JJM PRINTING INC	60.00	30.00
	R F SESQUICENTENNIAL FUND		611.54
TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS	976.18	41.34
200	COM ED	626.14	23.17
2071	BLACKHAWK WATERWAYS	3,500.00	25.00
2528	ION THE BALL LLC	3,975.00	1,325.00
5128	JANELL LOOS	232.21	46.01
5178	COMCAST BUSINESS	2,662.72	18.17
795	SBM BUSINESS EQUIPMENT CENTER	3,042.31	48.24
	TOURISM		1,526.93
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
4941	MUNICIPAL INSUR COOP AGENCY	474,710.00	1,000.00
	W/C-GENERAL LIABILITY		1,000.00
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	64,822.65	3,630.00
172	CITY OF ROCK FALLS	976.18	1.84
4331	CIRCUIT CLERK OF LEE COUNTY	3,375.00	300.00
4392	WILLIAM B WESCOTT	320.50	40.00
4861	CIRCUIT CLERK OF WHITESIDE CO	600.00	300.00
5178	COMCAST BUSINESS	2,662.72	18.17
753	ROCK FALLS CHAMBER OF COMMERCE	2,760.40	500.00
T0000052	CIRCUIT CLERK OF KENDALL CO.		200.00
	ADMINISTRATION		4,990.01

DATE: 08/31/2017
TIME: 15:59:42
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 09/01/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS	976.18	0.92
4972	ROBBIN BLACKERT	160.00	40.00
5178	COMCAST BUSINESS	2,662.72	18.17
	CITY ADMINISTRATOR		59.09
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	64,822.65	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
172	CITY OF ROCK FALLS	976.18	87.50
2797	MARK SEARING	160.00	40.00
5178	COMCAST BUSINESS	2,662.72	36.37
5189	MANPOWER	21,540.03	479.40
795	SBM BUSINESS EQUIPMENT CENTER	3,042.31	48.24
	BUILDING		691.51
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS	976.18	300.44
5178	COMCAST BUSINESS	2,662.72	36.37
	CITY CLERK'S OFFICE		336.81
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	64,822.65	220.00
172	CITY OF ROCK FALLS	976.18	165.98
295	PAM ERBY	400.00	50.00
4692	PANTHER UNIFORMS, INC.	1,389.17	907.04
5110	KUNES COUNTRY AUTO GROUP	2,362.96	1,000.06
5178	COMCAST BUSINESS	2,662.72	72.64
5189	MANPOWER	21,540.03	1,170.00
55	ARAMARK UNIFORM SERVICES, INC.	7,869.31	67.47
T0004412	PHYSICIANS IMMEDIATE CARE		83.00
	POLICE		3,736.19

INVOICES DUE ON/BEFORE 09/01/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	976.18	161.72
	CODE HEARING DEPARTMENT		161.72
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	2,611.82	5.39
2631	HOUSE'S TRUCK & AUTO REPAIR	1,835.79	943.11
3010	CUSTOM MONOGRAM	2,763.00	785.50
5178	COMCAST BUSINESS	2,662.72	18.17
	STREET		1,752.17
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING	433.41	95.97
533	ELECTRONICS, INC.	34,924.82	13,061.80
	PUBLIC PROPERTY		13,157.77
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	64,822.65	220.00
172	CITY OF ROCK FALLS	976.18	18.86
194	GRUMMERT'S HARDWARE - R.F.	2,611.82	27.57
295	PAM ERBY	400.00	50.00
311	FIRE ENGINEERING		39.00
4385	DINGES FIRE COMPANY	2,026.43	584.77
4396	GARY COOK	160.00	40.00
4661	HAIGES MACHINERY, INC.		245.00
4796	VERIZON WIRELESS	6,579.07	125.57
5178	COMCAST BUSINESS	2,662.72	54.50
603	BILL MILBY	160.00	40.00
724	RANDY'S TRUCK REPAIR, INC.	1,295.54	1,072.14
	FIRE		2,517.41
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		

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TIME: 15:59:42
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 09/01/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	1,560.50	31.00
	BUILDING CODE DEMOLITION FUND		31.00
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	64,822.65	110.00
	INDUSTRIAL DEVELOPMENT		110.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	396.90	35.99
1472	WARD, MURRAY, PACE & JOHNSON	64,822.65	770.00
172	CITY OF ROCK FALLS	976.18	50.21
194	GRUMMERT'S HARDWARE - R.F.	2,611.82	9.55
2187	BORDER STATES ELECTRIC SUPPLY	6,631.50	3,519.60
31	ALTEC INDUSTRIES, INC.	853.00	610.00
4148	BHMG ENGINEERS	5,000.00	1,250.00
4215	POWER LINE SUPPLY	2,304.70	1,576.00
440	ILLINOIS MUNICIPAL UTILITIES	3,762.75	2,869.50
4730	FLETCHER-REINHARDT CO	8,819.30	190.00
4938	MICHLIG ENERGY LTD	87,070.31	1,984.97
5008	POWER SYSTEM ENGINEERING INC	2,602.50	2,005.00
5062	HALL'S SAFETY EQUIPMENT CORP.	3,010.19	259.00
5099	JEREMIAH NICHOLS	425.00	425.00
5100	CASEY HOWARD	425.00	425.00
5141	CINTAS CORPORATION	462.80	47.77
5178	COMCAST BUSINESS	2,662.72	36.37
529	LAWSON PRODUCTS, INC.	1,867.76	399.84
55	ARAMARK UNIFORM SERVICES, INC.	7,869.31	466.13
T0002838	SUPREME CLEANERS	597.90	113.40
T0004397			62.33
	OPERATION & MAINTENANCE		17,105.66
SEWER FUND			
38	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 09/01/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	64,822.65	220.00
172	CITY OF ROCK FALLS	976.18	22.43
2451	MENARDS	2,142.21	73.56
2606	MIKE'S REPAIR SERVICE	473.46	10.00
4027	WHITESIDE COUNTY RECORDER	1,560.50	31.00
4796	VERIZON WIRELESS	6,579.07	76.02
5131	METROPOLITAN INDUSTRIES, INC.	3,080.00	3,889.75
5141	CINTAS CORPORATION	462.80	32.45
5178	COMCAST BUSINESS	2,662.72	18.17
533	ELECTRONICS, INC.	34,924.82	399.75
T0004398	MAHONEY & MAHONEY LLC		2,311.90
	OPERATION & MAINTENANCE		7,085.03
WATER FUND			
40	WATER		
631	MURRAY & SONS EXCAVATING, INC	77,457.25	2,302.30
67	B & D SUPPLY CO.	1,891.49	28.73
	WATER		2,331.03
48	OPERATION & MAINTENANCE		
1110	MARTIN EQUIPMENT OF IA-IL, INC	824.01	659.19
1472	WARD, MURRAY, PACE & JOHNSON	64,822.65	220.00
172	CITY OF ROCK FALLS	976.18	7.67
194	GRUMMERT'S HARDWARE - R.F.	2,611.82	126.41
2939	FURR EXCAVATING, INC.		375.00
323	HOLLAND AND SONS, INC		373.26
4027	WHITESIDE COUNTY RECORDER	1,560.50	31.00
4141	JEFF BEHRENS EXCAVATING	3,660.00	1,775.00
423	AT&T	6,235.35	371.43
4796	VERIZON WIRELESS	6,579.07	152.04
5131	METROPOLITAN INDUSTRIES, INC.	3,080.00	68.00
5141	CINTAS CORPORATION	462.80	220.44
5143	HAWKINS, INC	617.02	76.37
5176	DIRECT IN SUPPLY	235.90	45.00
5178	COMCAST BUSINESS	2,662.72	18.17
631	MURRAY & SONS EXCAVATING, INC	77,457.25	1,770.90
	OPERATION & MAINTENANCE		6,289.88



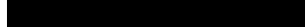
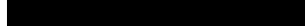
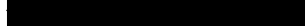
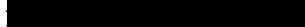
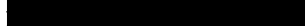
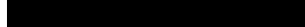
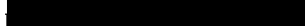
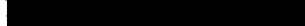
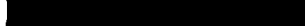
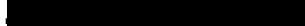
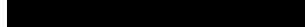
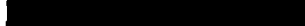
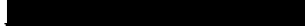
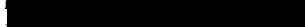
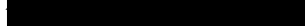
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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	64,822.65	55.00
4446	MORING DISPOSAL, INC.	138,658.34	82.50
	GARBAGE		137.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS	976.18	149.96
5178	COMCAST BUSINESS	2,662.72	36.37
	CUSTOMER SERVICE CENTER		186.33
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	139,791.86	125.00
T0000802			25.00
T0001219	DEKALB FEEDS		50.00
T0001980			25.00
T0002491			50.00
T0004012			76.00
T0004399			91.00
T0004400			50.00
T0004401			50.00
T0004402			50.00
T0004403			50.00
T0004404			110.00
T0004405			50.00
T0004406			50.00
T0004407			50.00
T0004408			50.00
T0004409			50.00
T0004410			50.00
T0004411			41.00
	CUSTOMER UTILITY DEPOSITS		1,093.00
	TOTAL ALL DEPARTMENTS		64,965.58

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
2985	WALMART COMMUNITY/GEMB	1,825.44	2.08
5204	SELMI'S BRIDAL AND SPECIAL		178.00
T0004394	RHONDA REESE		47.51
	R F SESQUICENTENNIAL FUND		227.59
TOURISM			
05	TOURISM		
4664	STAPLES BUSINESS ADVANTAGE	296.68	24.37
5032	COMCAST	1,298.97	4.76
5128	JANELL LOOS	200.64	31.57
5178	COMCAST BUSINESS	2,281.08	18.17
771	PINNEY PRINTING CO	5,635.45	165.00
795	SBM BUSINESS EQUIPMENT CENTER	2,775.19	72.18
T0003354	BRIDGE THE COMMUNITY		2,000.00
T0003556	TEXAS ADVERTISING		2,049.00
T0004396	WHITESIDE CO ECONOMIC DEVELOP		2,500.00
	TOURISM		6,865.05
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	2,700.00	675.00
5032	COMCAST	1,298.97	4.76
5118	SIKICH, LLP	4,100.00	13,200.00
5148	RETAIL ATTRACTIONS LLC	10,800.00	3,600.00
5178	COMCAST BUSINESS	2,281.08	18.17
	ADMINISTRATION		17,497.93
02	CITY ADMINISTRATOR		
5032	COMCAST	1,298.97	2.38
5178	COMCAST BUSINESS	2,281.08	18.17
	CITY ADMINISTRATOR		20.55
04	BUILDING		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
04	BUILDING		
5032	COMCAST	1,298.97	9.51
5178	COMCAST BUSINESS	2,281.08	36.37
5189	MANPOWER	19,768.50	575.28
795	SBM BUSINESS EQUIPMENT CENTER	2,775.19	72.17
	BUILDING		693.33
05	CITY CLERK'S OFFICE		
5032	COMCAST	1,298.97	9.51
5178	COMCAST BUSINESS	2,281.08	36.35
	CITY CLERK'S OFFICE		45.86
06	POLICE		
194	GRUMMERT'S HARDWARE - R.F.	2,413.17	10.74
2985	WALMART COMMUNITY/GEMB	1,825.44	30.28
350	GISI BROS. INC.	4,570.55	516.08
4979	ALLIANCES COUNSELING SERVICES	550.00	550.00
5032	COMCAST	1,298.97	73.63
5178	COMCAST BUSINESS	2,281.08	72.66
5189	MANPOWER	19,768.50	1,196.25
683	P. F. PETTIBONE & CO.	51.00	17.00
795	SBM BUSINESS EQUIPMENT CENTER	2,775.19	122.77
	POLICE		2,589.41
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	129,640.52	17,470.85
1449	QUALITY READY MIX	16,077.00	1,820.00
194	GRUMMERT'S HARDWARE - R.F.	2,413.17	64.30
2087	CHEMSEARCH		1,492.01
2606	MIKE'S REPAIR SERVICE	458.76	14.70
2771	WINDSTREAM	934.12	75.93
2985	WALMART COMMUNITY/GEMB	1,825.44	80.10
4796	VERIZON WIRELESS	5,838.51	62.68
4971	ENVIRONMENTAL ROAD SOLUTIONS		2,493.74
5032	COMCAST	1,298.97	4.76
5178	COMCAST BUSINESS	2,281.08	18.17

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
529	LAWSON PRODUCTS, INC.	1,721.24	146.52
55	ARAMARK UNIFORM SERVICES, INC.	7,368.80	357.86
651	NICOR	6,725.88	102.66
	STREET		24,204.28
12	PUBLIC PROPERTY		
423	AT&T	5,965.33	270.02
4640	TERRACON CONSULTANTS, INC.	13,886.25	27,924.67
	PUBLIC PROPERTY		28,194.69
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	2,413.17	22.93
2985	WALMART COMMUNITY/GEMB	1,825.44	104.52
4820	HOTSY	165.95	58.00
5032	COMCAST	1,298.97	36.54
5178	COMCAST BUSINESS	2,281.08	54.50
	FIRE		276.49
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	7,581.21	109.20
	BUILDING CODE DEMOLITION FUND		109.20
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1527	RESCO	5,810.72	854.00
1604	NEW PIG CORPORATION	197.84	197.79
1853	MOORE TIRES INC.	3,729.72	381.00
194	GRUMMERT'S HARDWARE - R.F.	2,413.17	81.83
2212	ALLIANCE MATERIALS, INC.	1,534.25	15.88
2557	ASPLUNDH TREE EXPERT CO.	43,364.86	10,875.20
2771	WINDSTREAM	934.12	162.15

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
2985	WALMART COMMUNITY/GEMB	1,825.44	91.58
4626	ENGEL ELECTRIC CO.	11,962.62	1,006.24
4730	FLETCHER-REINHARDT CO	8,695.40	123.90
4796	VERIZON WIRELESS	5,838.51	455.53
5032	COMCAST	1,298.97	23.78
5118	SIKICH, LLP	4,100.00	4,800.00
5178	COMCAST BUSINESS	2,281.08	36.37
T0004393	[REDACTED]		44.84
	OPERATION & MAINTENANCE		19,150.09
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
1052	SAUK VALLEY MEDIA	7,581.21	81.90
5197	COS SYSTEMS INC	5,500.00	500.00
	FIBER OPTIC BROADBAND/TXEXEMPT		581.90
SEWER FUND			
38	OPERATION & MAINTENANCE		
200	COM ED	498.01	128.13
2517	PRAIRIE HILL RDF	4,924.20	739.00
2985	WALMART COMMUNITY/GEMB	1,825.44	141.88
34	ALTORFER INC.	23,963.95	294.44
4119	USA BLUE BOOK	803.02	459.92
4446	MORING DISPOSAL, INC.	138,208.34	450.00
4796	VERIZON WIRELESS	5,838.51	222.35
5032	COMCAST	1,298.97	16.64
5118	SIKICH, LLP	4,100.00	2,400.00
5131	METROPOLITAN INDUSTRIES, INC.	2,730.00	350.00
5136	AQUA-AEROBIC SYSTEMS INC		977.76
5178	COMCAST BUSINESS	2,281.08	18.17
	OPERATION & MAINTENANCE		6,198.29
WATER FUND			
40	WATER		
194	GRUMMERT'S HARDWARE - R.F.	2,413.17	18.85

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	73,693.08	543.04
4804	GO EXCAVATING, INC.	78,997.50	34,352.08
	WATER		34,913.97
48	OPERATION & MAINTENANCE		
1740	VIKING CHEMICAL CO	3,639.00	1,097.00
2212	ALLIANCE MATERIALS, INC.	1,534.25	349.19
2771	WINDSTREAM	934.12	73.93
2847	PDC LABORATORIES, INC.	1,295.00	102.00
2985	WALMART COMMUNITY/GEMB	1,825.44	57.93
5032	COMCAST	1,298.97	11.89
5118	SIKICH, LLP	4,100.00	2,400.00
5178	COMCAST BUSINESS	2,281.08	18.17
55	ARAMARK UNIFORM SERVICES, INC.	7,368.80	142.65
	OPERATION & MAINTENANCE		4,252.76
GARBAGE FUND			
50	GARBAGE		
5118	SIKICH, LLP	4,100.00	1,200.00
	GARBAGE		1,200.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	1,298.97	16.64
5178	COMCAST BUSINESS	2,281.08	36.37
689	PITNEY BOWES GLOBAL	3,420.21	1,710.00
	CUSTOMER SERVICE CENTER		1,763.01
TOBACCO GRANT			
58	TOBACCO		
5032	COMCAST	1,298.97	6.34
	TOBACCO		6.34

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS, INC.	1,534.25	551.98
	MOTOR FUEL TAX		551.98
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	139,691.86	100.00
4946	MARTIN & COMPANY EXCAVATING	8,675.16	123.09
T0004395	██████████		122.25
	CUSTOMER UTILITY DEPOSITS		345.34
	TOTAL ALL DEPARTMENTS		149,688.06

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
T0003568	M & M AVIATION SERVICES, LTD		8,150.00
	R F SESQUICENTENNIAL FUND		8,150.00
TOURISM			
05	TOURISM		
T0003322	J&M DISPLAYS, INC	15,000.00	6,000.00
	TOURISM		6,000.00
	TOTAL ALL DEPARTMENTS		14,150.00

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
5015	CARD SERVICE CENTER	27,813.50	638.72
753	ROCK FALLS CHAMBER OF COMMERCE	2,000.00	760.40
T0003327	3-D SOUND COMPANY		2,800.00
	R F SESQUICENTENNIAL FUND		4,199.12
TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	27,813.50	1,280.45
5128	JANELL LOOS	83.47	117.17
	TOURISM		1,397.62
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
T0004387	MARK METZLER		401.00
	W/C-GENERAL LIABILITY		401.00
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	2,350.00	350.00
5015	CARD SERVICE CENTER	27,813.50	127.77
	ADMINISTRATION		477.77
04	BUILDING		
5015	CARD SERVICE CENTER	27,813.50	10.78
837	SHELL	16,409.81	44.31
	BUILDING		55.09
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	27,813.50	31.86

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
795	SBM BUSINESS EQUIPMENT CENTER	2,695.19	80.00
	CITY CLERK'S OFFICE		111.86
06	POLICE		
2380	AUTOZONE	48.67	26.94
4796	VERIZON WIRELESS	5,399.75	438.76
5015	CARD SERVICE CENTER	27,813.50	718.76
5110	KUNES COUNTRY AUTO GROUP	1,523.29	839.67
533	ELECTRONICS, INC.	34,734.82	190.00
55	ARAMARK UNIFORM SERVICES, INC.	7,008.70	67.47
651	NICOR	6,146.28	36.67
752	ROCK FALLS AREA DOG CONTROL	1,475.38	480.45
837	SHELL	16,409.81	2,250.39
T0004389	MLPTECH		832.00
	POLICE		5,881.11
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	2,175.00	725.00
4931	MUNICIPAL SYSTEMS INC	2,760.32	815.60
5015	CARD SERVICE CENTER	27,813.50	101.88
	CODE HEARING DEPARTMENT		1,642.48
10	STREET		
1224	AIRGAS USA LLC	371.42	25.48
1449	QUALITY READY MIX	13,988.00	2,089.00
5117	NETWORKFLEET, INC	2,728.80	151.60
837	SHELL	16,409.81	1,264.84
	STREET		3,530.92
12	PUBLIC PROPERTY		
1279	WILCO RENTAL	27.95	48.26
5015	CARD SERVICE CENTER	27,813.50	1,587.30

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
651	NICOR	6,146.28	86.74
T0003483	B & A GLASS		180.00
	PUBLIC PROPERTY		1,902.30
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	2,336.82	15.00
2451	MENARDS	1,997.90	144.31
651	NICOR	6,146.28	73.34
837	SHELL	16,409.81	652.01
	FIRE		884.66
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	62,991.15	1,831.50
4027	WHITESIDE COUNTY RECORDER	1,373.00	187.50
	BUILDING CODE DEMOLITION FUND		2,019.00
TAX INCREMENT FINANCING FUND			
16	TAX INCREMENT FINANCING		
5015	CARD SERVICE CENTER	27,813.50	350.00
	TAX INCREMENT FINANCING		350.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
5015	CARD SERVICE CENTER	27,813.50	157.63
T0004391	SMOKED ON 3RD		1,712.93
	DOWNTOWN REDEVELOPMENT		1,870.56
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1255	VERMEER SALES & SERVICE OF	4,359.33	2,940.00
1853	MOORE TIRES INC.	3,299.34	430.38
194	GRUMMERT'S HARDWARE - R.F.	2,336.82	29.86
219	CRESCENT ELECTRIC	1,870.94	67.29
2451	MENARDS	1,997.90	0.00
2631	HOUSE'S TRUCK & AUTO REPAIR	1,649.29	186.50
2718	TOM ROWZEE	3,445.00	425.00
423	AT&T	5,255.51	123.33
4620	TRI-COUNTY OPP COUNCIL	172.34	163.22
5015	CARD SERVICE CENTER	27,813.50	2,002.23
55	ARAMARK UNIFORM SERVICES, INC.	7,008.70	201.62
651	NICOR	6,146.28	95.17
67	B & D SUPPLY CO.	1,885.50	5.99
837	SHELL	16,409.81	1,789.42
T0001587	ARTHUR'S GARDEN DELI		148.50
	OPERATION & MAINTENANCE		8,608.51
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
1052	SAUK VALLEY MEDIA	7,481.11	100.10
	FIBER OPTIC BROADBAND/TXEXEMPT		100.10
SEWER FUND			
30	SEWER		
5202	RMS UTILITY SERVICES		3,400.00
	SEWER		3,400.00
38	OPERATION & MAINTENANCE		
423	AT&T	5,255.51	586.49
4837	ENVIRONMENTAL RESOURCE ASSOC		89.24
651	NICOR	6,146.28	259.66
837	SHELL	16,409.81	273.74
	OPERATION & MAINTENANCE		1,209.13

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INVOICES DUE ON/BEFORE 08/18/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

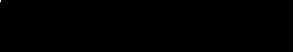

WATER FUND			
40	WATER		
1165	COMPLETE ELECTRICAL CONTR. INC	8,727.13	3,280.00
5201	UTILITY EQUIPMENT COMPANY		10,400.00
T0003398	BADGER DAYLIGHTING CORP		1,867.50
	WATER		15,547.50
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	2,336.82	31.49
4361	FERGUSON WATERWORKS #2516	73,678.36	14.72
55	ARAMARK UNIFORM SERVICES, INC.	7,008.70	91.01
651	NICOR	6,146.28	28.02
837	SHELL	16,409.81	673.47
	OPERATION & MAINTENANCE		838.71
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5015	CARD SERVICE CENTER	27,813.50	140.09
771	PINNEY PRINTING CO	4,150.45	1,485.00
T0004390	CIVIC SYSTEMS		420.00
	CUSTOMER SERVICE CENTER		2,045.09
TOBACCO GRANT			
58	TOBACCO		
5015	CARD SERVICE CENTER	27,813.50	54.44
	TOBACCO		54.44
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5114	TRI STATE ASPHALT, LLC	8,758.75	8,753.50
	MOTOR FUEL TAX		8,753.50

DATE: 08/17/2017
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/18/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4620	TRI-COUNTY OPP COUNCIL	172.34	125.65
T0001448			150.00
T0004388			126.00
T0004392	PACIFIC UNION FINANCIAL		146.15
	CUSTOMER UTILITY DEPOSITS		547.80
	TOTAL ALL DEPARTMENTS		65,828.27


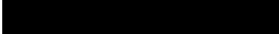
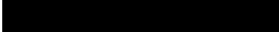

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 08/16/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0004383			200.00
T0004384			150.00
T0004385			150.00
T0004386			150.00
	CUSTOMER UTILITY DEPOSITS		6,600.00
	TOTAL ALL DEPARTMENTS		6,600.00

INVOICES DUE ON/BEFORE 08/16/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4498		184.37	150.00
5072			150.00
T0001076			150.00
T0001923			150.00
T0002074			150.00
T0002850			150.00
T0002961			150.00
T0003293			150.00
T0004347			150.00
T0004348			150.00
T0004349			150.00
T0004350			150.00
T0004351			150.00
T0004352			150.00
T0004353			150.00
T0004354			150.00
T0004355			150.00
T0004356			150.00
T0004357			25.00
T0004358			150.00
T0004359			150.00
T0004360			150.00
T0004361			150.00
T0004362			150.00
T0004363			150.00
T0004364			150.00
T0004365			150.00
T0004366			50.00
T0004367			150.00
T0004368			50.00
T0004369			150.00
T0004370			150.00
T0004371			150.00
T0004372			25.00
T0004373			150.00
T0004374			150.00
T0004375			150.00
T0004376			150.00
T0004377			150.00
T0004378			150.00
T0004379			150.00
T0004380			150.00
T0004381			50.00
T0004382			50.00

RESOLUTION 2017-770

WHEREAS, the City of Rock Falls is committed, to providing a safe place to work; a place free from hazards that might injure, disable or result in death; and

WHEREAS, it is the City of Rock Falls policy to develop and administer a comprehensive safety program to assure measures are taken to eliminate or control the exposure of all its employees to hazards;

WHEREAS, the work conducted by the employees of the Rock Falls Electrical Utilities Department, present risks both seen and unseen in a highly volatile work environment, it is imperative that they have in place a safety manual which identifies and exceeds all current Occupational Safety and Health Administration (OSHA) and National Electrical Safety Code (NESC) standards to insure highest levels of safe operations for their specific work standards;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rock Falls that, the American Public Power Administration (APPA) Safety Manual for Electrical Utility, 16th Edition, 2017 be adopted, as the Safety Manual for the operations of the Rock Falls Electrical Utilities Department.

Passed this 5th day of September 2017.

William B. Wescott, Mayor

ATTEST:

Eric Arduini, City Clerk

ORDINANCE NO. 2017-2333

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

Section 1. Section 20-150 (c) (2) of the Municipal Code is amended to read as follows:

“Section 20-150 Open burning prohibited.

(c). (2). Recreational fires shall not be created or burned between the periods of 1:00 a.m. and 7:00 a.m. on any day, and any fire created prior to 1:00 a.m. on any day shall be extinguished at or prior to 1:00 a.m.”

Section 2. Section 20-150 (c) (4) is amended to read as follows:

“Section 20-150 Open burning prohibited.

(c). (4). Recreational fires shall be created and burned only in an enclosed vessel, fire pit or fireplace (for example, a Chiminea designed for burning of organic materials). No such vessel, fire pit or fireplace shall be greater than six (6) feet measured in any dimension.”

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

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

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

Passed this ____ day of _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

ORDINANCE NO. 2017- 2336

**ORDINANCE AMENDING CHAPTER 32,
ARTICLE III, DIVISION 2, SECTION 32-87(d)
TO SPECIFY METER SIZE**

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

SECTION 1: That Chapter 32, Article III, Division 2, Section 32-87(d) be amended to read as follows:

“32-87(d)

When one meter serves multiple residential dwelling units or multiple commercial units, the minimum charge established in this section for single-family residential dwellings shall be applied as though each residential unit or each commercial unit within the multiple residential dwelling or multiple commercial unit building was served by a separate 5/8” meter, and consumption and usage charges established for single-family residential dwellings shall be applied as though each residential or commercial unit was served by a separate 5/8” meter.”

SECTION 2: In all other respects, Chapter 32, Article III, Division 2, shall remain in full force and effect.

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

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

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

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

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of _____, 2017.

MAYOR

ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

ORDINANCE NO. 2017- 2337

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

Section 1. Section 18-152 of the Municipal Code of the City of Rock Falls is amended by addition of the following as subparagraph (77) to subparagraph (b) thereto to read as follows:

“Section 18-152. Prohibited areas.

(b) (77) Along the North side of West 16th Street from 1st Avenue to the intersection with Lindy Avenue.”

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

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

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

Passed this ____ day of _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2017-2339

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

Section 1. Section 32-431 (b) of the Municipal Code of the City of Rock Falls is hereby amended to read as follows:

“Section 32-431. **Economic development rate rider.**

(b) *Established.* There is hereby established an economic development rate rider for qualifying customers (as defined in this section), which economic development rate rider shall operate to reduce the demand charge (DE) to such qualifying customers. The reduced demand charge provided for herein shall be instead of the demand charge specified in section 32-424.

Any customer who shall qualify for the economic development rate rider established pursuant to this section, and who first takes the qualifying service from the city electric utility on May 1, 2010, or thereafter, shall, instead of the demand charge set forth in said section 32-424, be entitled to a reduced demand charge in accordance with the following table with each column being applicable as to the date of first taking service, and with each row specifying the demand charge applicable to a customer during the 60-month period following the first date of service by the customer:

<i>Date of First Service</i>	<i>Beginning 5-1-2014</i>
1 st -12 th month	\$9.60 per kW
13 th -24 th month	\$10.85 per kW
25 th -36 th month	\$12.10 per kW
37 th -48 th month	\$13.35 per kW
49 th -60 th month	\$14.60 per kW

The monthly customer charge and energy shall be billed in accordance with the applicable rate structure for the customer as established from time to time by the city.”

(Code 1990, § 15-368; Ord. No. 91-1597, 5-20-1991; Ord. No. 200-1923, § 1, 2-3-200; Ord. No. 2010-2381, § 7, 2-16-2010)

Section 2. Section 32-432 (b) of the Municipal Code of the City of Rock Falls is hereby amended to read as follows:

“Section 32-432. **Economic development rate rider, 150-Kilowatt demand.**

(b) There is hereby established an economic development rate rider for qualifying customers (as defined in this section), which economic development rate rider shall operate to reduce the demand charge to such qualifying customer. The amount of the reduction in the demand charge to the qualifying customer shall be equal to the otherwise applicable rate demand charge, less the dollar amount for the applicable period as set forth in the following schedule:

<i>Period to Which Reduction in Demand Charge Applied After Qualification Per Kilowatt</i>	<i>Amount Of Reduction</i>
1 st -12 th month	\$2.40 per kW
13 th -24 th month	\$1.60 per kW
25 th -36 th month	\$0.80 per kW

The monthly customer charge and energy shall be billed in accordance with the applicable rate structure for the customer as established from time to time by the city.”

Section 3. Section 32-432 (c) of the Municipal Code of the City of Rock Falls is hereby amended to read as follows:

“Section 32-432 (c).

(c) The economic development rate rider provided for in this section shall be applied from the first month in which the new or additional load of 150 kilowatts or greater is established, and prospectively thereafter, but provided that the new or additional load of 150 kilowatts or greater must be attained by the customer prior to December 31, 2017. The

economic development rate rider provided by this section shall not be applied retroactively to any period before application for the rate rider by the customer, or to any period before adoption of the ordinances establishing this rate rider, and from which this division is derived.”

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

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

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

Passed this ____ day of _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2017-2334

AN ORDINANCE CORRECTING SCRIVENER'S ERROR

WHEREAS, on the 15th day of August, 2017, the City Council of the City of Rock Falls adopted Ordinance No. 2017-2330 amending the Municipal Code of the City of Rock Falls by addition of Article XI.5 to Chapter 16 thereof; and,

WHEREAS, said Ordinance as adopted contained a scrivener's error in that the numerical designation for each of the individual sections set forth therein were incorrectly stated; and,

WHEREAS, attached hereto is a revised Ordinance No. 2017-2330 setting forth the correct numerical designation for each of the individual sections thereof to conform to the appropriate designation within the Municipal Code of the City of Rock Falls as should apply for said sections.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rock Falls, that the form of Ordinance No. 2017-2330 attached hereto revising the numerical designation of individual sections of said Ordinance to be Sections 16-1200 through 16-1210 is hereby approved and adopted to revise and replace the prior printed version of Ordinance No. 2017-2330 as was presented and adopted in principle and substance on August 15, 2017.

This Ordinance shall be effective retroactively to August 15, 2017, the date of passage of Ordinance No. 2017-2330 in its substance.

Passed this ____ day of _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2017-2330

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF
THE CITY OF ROCK FALLS BY ADDITION
OF ARTICLE XI.5 TO CHAPTER 16**

BE IT ORDAINED by the City Council of the City of Rock Falls, Illinois that the Municipal Code of the City is hereby amended by adoption of the following as Article XI.5 to Chapter 16 providing for the regulation and licensing of mobile food vendors from trucks:

“Section 16-1200: DEFINITIONS:

“*Food Truck Vendor*” means a person engaged in the business of selling food or non-alcoholic beverages from a self-contained motorized vehicle or a self-contained enclosed trailer with valid license plates and registration. A food truck vendor does not include an ice cream truck operator.

Section 16-1201. ANNUAL LICENSE REQUIRED:

No person shall operate as a food truck vendor without having first secured a valid annual license for each vehicle to be operated within the City, and to be displayed in or on each vehicle to be used in the operation of any such business. No licensed food truck vendor shall himself or through any employee while acting as a food truck vendor in this municipality barter, sell, or peddle any goods or merchandise or wares other than prepared food products for consumption by the customer as “take-out” from the premises.

Food truck vendors shall not be permitted to utilize amplified sound. Food truck vendors are not permitted to utilize City water, electric, or other utility to conduct business unless in the designated pads in the RB&W District. When operating as a transient merchant/itinerant vendor from privately owned property, electricity may be utilized with the permission of the property owner.

Sales occurring on public property by food truck vendors are permitted only from designated Food Truck Vendor Areas. If operating within a city owned parking lot, no more than two (2) spaces may be utilized by any one vendor. Maps of these designated places of sales are available in the City Clerk’s office and on the City’s website. The issuance of an annual food truck vendor license does not in any way reserve or designate space in the Food Truck Vendor Areas.

Availability will be on a first-come, first-serve basis. Food truck vendors may be required to obtain a permit to operate within the location of a city sponsored or sanctioned special event or festival, and the city council may limit the number of permits issued to allow food truck vendors to operate within the location of a city sponsored or sanctioned special event or festival, or may prohibit food truck vendors from operation therein entirely, so as to not provide unfair competition

to vendors operating within or as a part of the event or festival. Operations within the RB& W District must be conducted in compliance with rules or regulations adopted or promulgated by the Rock Falls Tourism Committee and/or the Director of Tourism.

Food truck vendors may operate from private property in the same manner as provided for itinerant vendors/transient merchants.

Section 16-1202. VEHICLE APPEARANCE AND MAINTENANCE:

Vehicles utilized for food truck vending shall be kept in good mechanical and structural condition. Vehicles shall have a clean exterior and interior and shall be equipped with signs to alert traffic to proceed with caution past the truck while it is serving customers. Each vehicle shall have the company name affixed to it in a professional, workmanlike manner and in letters that are a minimum of six inches (6") high. The company name shall be affixed to each side and rear of the vehicle. The Rock Falls Building Department and Rock Falls Fire Department will conduct annual inspections of food truck vendor vehicles to ensure compliance with health and safety issues.

Section 16-1203. LICENSING REQUIREMENTS:

In the event that the applicant will be operating more than one such motor vehicle or trailer in the City of Rock Falls, the applicant must file separate applications and obtain separate food truck vendor's licenses for each such vehicle or trailer. A criminal background check is required for each employee authorized to conduct sales on behalf of the applicant. All food truck vendors shall be subject to and comply with all laws of the City of Rock Falls.

(a) Application for a food truck vendor license shall be made at least 10 days in advance of the intended date for beginning food sales upon a form provided by and filed with the office of the City Clerk. The applicant shall truthfully state in full the information requested on the application, which shall include:

1. Individual Applicant Information: Name and address of present place of residence of the applicant, business address if other than residential address, social security number, and date of birth;

2. Identification: Copy of current, valid driver's license adequate to legally drive the food truck or vehicle hauling a food trailer;

3. Name Of Employer Or Representation: Name and address of the person, firm, or corporation or association by whom the applicant is employed or represents and the length of time of such employment or representation;

4. Description Of Food Truck Vendor Service: Description sufficient for identification of the mobile food service provided by the merchant in which the applicant will engage, including a draft of the intended menu;

5. Vehicle Description and Licensing: A food truck shall be a single, self-contained motorized vehicle or self-contained enclosed trailer with valid license plates and registration. No external generators will be permitted. Make, model, and licensing information shall be included on the application and proof of licensing, auto insurance, and registration must be provided with application.

6. Time Period: License year for which the certificate is being applied (license year runs May 1 through April 30);

7. Date Of Previous Application: The date, or approximate date, of the latest previous application for certificate under this chapter, if any;

8. Revocation History: Whether a food truck vendor license issued to the applicant has ever been revoked;

9. Criminal History: Whether the applicant has ever been convicted of a felony or misdemeanor under the laws of the state of Illinois or any other state or federal law of the United States;

10. Tax Identification Number: Each applicant shall produce an Illinois Department of Revenue identification number for the retailers' occupation tax;

11. Health Permit: Any food truck vendor shall be required to obtain an annual food service establishment permit from the Whiteside County Health Department, and said certificate shall be required as a pre-condition to do business or be issued a license under this Article in the city of Rock Falls;

12. The addresses of the businesses or facilities at which any fat, oil or grease generated during the operation of the food truck or food trailer are or will be disposed of, including the contact information for the individual or business responsible for the operation of each such business or facility. Any change in the businesses or facilities used for the disposal of such fat, oil and grease shall be reported to the City Clerk in writing by the food truck vendor within three business days of the first use of a the new business or facility;

13. Any application for a food truck vendor license requiring a vehicle shall be accompanied by proof of liability insurance with a minimum limit of one million dollars (\$1,000,000.00) aggregate and issued by a company licensed to do business in the state of Illinois. Such insurance certificate shall contain an agreement signed by the insurance company that, prior to modification, cancellation or termination of the subject policy, written notice shall be sent to the city by said insurance company. If the vendor will be using public property the City of Rock Falls shall be listed as an additional insured.

(b) All statements made by the applicant upon the application or in connection therewith shall be under oath.

(c) The office of the City Clerk shall require every applicant to complete a release form authorizing the submission of a criminal history and motor vehicle report background check. The applicant shall be responsible for the payment of any background check fee in addition to any license fees.

(d) The office of the City Clerk shall cause to be kept, in compliance with the Local Records Act, an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all certificates of registration issued under the provisions of this chapter and of the denial of applications.

(e) Each applicant shall pay a one hundred dollar (\$100.00) fee per application. Fees are not subject to proration

Section 16-1204. REGULATION:

Compliance with State of Illinois and Whiteside County Health Department Rules: No food, food products, or beverages for public consumption shall be kept, offered for sale, transported, or handled except in accordance with the rules and regulations of the State of Illinois and the Whiteside County Health Department. If the Whiteside County Health Department suspends or revokes the food service establishment permit, then the food truck vendor license hereunder shall be suspended until the Whiteside County Health Department reinstates the food service establishment permit.

Section 16-1205. HEALTH AND SAFETY STANDARDS:

(a) Each vehicle shall be operated in a sanitary manner and in such a manner as to provide no health hazards. Foods shall be kept under the conditions and at the temperatures required for food in restaurants.

(b) No fat, oil or grease or other waste product generated in the operation of the business conducted by or at the food truck may be disposed of on public property or deposited into either the sanitary sewer system or storm water drainage system of the city

(c) No tents, tables, chairs, or other displays shall be placed at the designated vending area. Signage shall be limited to signs permanently or magnetically affixed to the vehicle. One A-frame sign shall also be permitted. This sign must be within 10 feet (10') of the vehicle and shall be limited to 6 square feet per side (two-sides permitted.) Food truck vendors are not permitted to utilize City water, electric, or other utility to conduct business unless under the rules of the RB&W District.

(d) Food truck vendors must provide for the sanitary collection of all refuse, litter, and garbage generated by patrons using the service and remove all such waste materials from the location before the vehicle departs. A motorized food truck shall not sit idle while serving food unless its operation is essential to producing the product sold.

(e) Food truck vendors shall only permit sales from the curb side of the vehicle when parked on a city street. No service area for the operation of a food truck or trailer shall block, obstruct, or interfere with vehicular, bicycle, or pedestrian traffic flow. Food truck vendors must maintain a minimum 4 foot (4') wide clear walkway on all public sidewalks.

(f) Food truck vendors may operate at one location for a minimum of 30 minutes and a maximum of eight consecutive hours and may not return to that same location for a minimum of two hours after leaving.

(g) Food truck vendors may not operate between the hours of 11:00 p.m. and 5:00 a.m. local time.

Section 16-1206: ADDITIONAL REGULATIONS: The City Council is hereby authorized to make such rules and regulations to implement the provisions of this Chapter as are deemed necessary for the protection of the public health and safety.

Section 16-1207: DENIAL OF LICENSE:

If any of the following factors have been committed, the application for the license shall be denied:

- (a) Any of the material statements made in the application to be false;
- (b) Within five (5) years of the date of application, the applicant has been convicted of or received a disposition of guilt through supervision, probation or conviction for any offense involving a forcible felony or an offense requiring the applicant to register as a sexual offender under the laws of the state of Illinois, of any other state, or of the United States.
- (c) The applicant or his employer has had a previously issued license under this or a similar article revoked by the City or by any other municipality within one (1) year of the date of the application;
- (d) The applicant has not secured and maintained a valid health permit from the Whiteside County Health Department; or,
- (e) The applicant has outstanding debt with the City.

The City Clerk shall deny the license application and shall provide written notification of such denial to the applicant in person or by first class mail. An applicant whose application has been denied shall have the appeal rights as afforded and set out in paragraphs (d) through (g) of Section 16-36 of the City of Rock Falls Municipal Code, to the same extent as if the denial had been a suspension or revocation of license.

Section 16-1208: SUSPENSION OF LICENSE; REVOCATION AND VIOLATIONS OF VENDOR'S LICENSE

(a) A license may be suspended when a violation of this Chapter is verified by the City and until such time as the violation is cured by the licensee and verified by the City. City Staff or his designee shall be empowered to order a particular vehicle out of service for violations of this article without actually suspending the vendor license.

(b) The conviction of the applicant for a forcible felony, theft, burglary, fraud, bribery or moral turpitude shall result in the revocation of any and all food truck vendor's licenses issued hereunder.

(c) The City of Rock Falls may revoke any food truck vendor's license if the driver of said vehicle is convicted of a moving traffic law violation occurring while operating a food truck or trailer under a license issued hereunder in the City of Rock Falls.

(d) If the applicant or any driver of a subject vehicle is or shall become a registered sex offender under the Illinois sex offender registration act, the City of Rock Falls shall refuse to issue a license hereunder or shall revoke any license already issued hereunder.

(e) A violation of any of the terms of this chapter or of the remainder of this code may result in the revocation of any food truck vendor's license issued hereunder.

(f) Procedure for suspension or revocation of licenses and the appeal rights of licensees therefrom shall be governed by Section 16-36 of the City of Rock Falls Municipal Code.

Section 16-1209: LICENSE NONTRANSFERABLE:
The food truck vendor license issued hereunder shall not be transferable.

Section 16-1210: VIOLATIONS; PENALTIES:

(a) Any person, partnership, firm, entity or corporation in violation of any provision of this article shall be fined as provided in section 1-41 (d) of this Code.

(b) The conviction or punishment of any person, partnership, firm, entity or corporation for violation of the provisions of this article shall not release such person from paying any fee due and unpaid at the time of such conviction, nor shall payment of any fee prevent prosecution for violation of any of the provisions of this article.

(c) The amount of any fee due hereunder shall be deemed a debt to the city. An action may be commenced in the name of the city in any court of competent jurisdiction for the amount of any delinquent fee. All unpaid fees shall be deemed delinquent after they are due and payable.

(d) All remedies shall be cumulative, and the use of one or more remedies by the

city shall not bar the use of any other remedy.”

SECTION 2: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 3: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 4: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

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

Passed by the City Council of the City of Rock Falls on the _____ day of _____, 2017.

MAYOR

ATTEST:

City Clerk

AYE

NAY

ORDINANCE NO. 2017-2335

**ORDINANCE AUTHORIZING MAYOR TO
EXECUTE SETTLEMENT AGREEMENT AND RELEASE
WITH SJOSTROM & SONS, INC. (SJOSTROM) AND
SPAANS BABCOCK (SBI)**

WHEREAS, the City of Rock Falls (City) entered into contracts with Sjostrom for the construction of a new Wastewater Reclamation Facility and new Wastewater Pumping (Lift) Station, designed by Willett Hofmann & Associates, Inc.; and

WHEREAS, upon entry into the Contract with Sjostrom, for the construction of the new Wastewater Reclamation Facility, Sjostrom subcontracted with SBI for furnishing of the screw lift components and provision of the upper and lower bearing assemblies; and

WHEREAS, the Wastewater Reclamation Facility (Sewer Plant) went on line on July 29, 2011, with problems with the screw lifts noticeable at the beginning; and

WHEREAS, after multiple years of litigation and the participation in recent mediation, a proposed agreement has been reached for formal presentation to the City Council for its consideration and possible approval; and

WHEREAS, attached to this Ordinance as Exhibit A is the proposed Settlement Agreement and Release; and

WHEREAS, after consideration of the terms of the Agreement, inclusive of the replacement component work and additional warranties, litigation costs, as well as the overall goal to improve operation of the facility, the Mayor and City Council believes it to be in the best interest of the City to authorize the Mayor to execute the proposed Settlement Agreement and Release attached as Exhibit A.

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

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

SECTION 2: The Mayor and City Clerk are authorized to execute the Settlement Agreement and Release, Exhibit A, as well as all other documents necessary to facilitate completion of the terms of the Settlement Agreement.

SECTION 3: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Ordinance read and approved this _____ day of _____, 2017.

MAYOR

ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS

SJOSTROM & SONS, INC.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
CITY OF ROCK FALLS,)	
a municipal corporation,)	
)	No. 2012 L 27
Defendant and)	
Counterclaimant,)	
)	
vs.)	
)	
SPAANS-BABCOCK, Inc.,)	
)	
Third-Party Defendant)	

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) entered into as of this _____ day of _____, 2017, by and between the CITY OF ROCK FALLS, ILLINOIS, (“Rock Falls”), SJOSTROM & SONS, INC., (“Sjostrom”), and SPAANS-BABCOCK, INC., (“SBI”) collectively “The Parties”.

WHEREAS, in 2009 Rock Falls entered into contracts with Sjostrom for the construction of a new wastewater pumping (lift station) and new wastewater reclamation facility (“Rock Falls Facility”); and

WHEREAS, to complete work at the Rock Falls facility Sjostrom retained SBI as a subcontractor for provision of both primary and secondary screw lifts, with associated housing and upper and lower bearing assemblies; and

WHEREAS, the facility went online on or about July 29, 2011, and from the beginning various deficient performance issues, including performance issues with the upper bearings the cause of which has been in dispute, arose with the units provided by SBI and installed by Sjostrom; and

WHEREAS, Rock Falls has asserted other deficiencies against Sjostrom as noted and provided to Sjostrom; and

WHEREAS, Sjostrom filed suit in the above-captioned matter on July 25, 2012, asserting balances owed for work performed on the identified contracts, after which time Rock Falls counterclaimed, asserting deficient performance, and subsequently Sjostrom filed a third party complaint against SBI on June 15, 2015; and

WHEREAS, after substantial discovery between the parties related to the asserted claims, defenses, and existing conditions related to the components at issue, the parties proceeded to mediation before retired Magistrate P. Michael Mahoney; and

WHEREAS, as a result of mediation the parties reached an agreement to resolve the pending litigation, to avoid further costs and expense, to effect certain repairs to the Rock Falls facility and to resolve all matters at issue between the parties.

NOW, THEREFORE, for good and valuable consideration and in consideration of the promises and undertakings stated in this Agreement, Rock Falls, Sjostrom, and SBI herein agree as follows:

1. SBI. SBI shall furnish, supply, and deliver to Rock Falls within a reasonable timeframe and in accordance with a schedule agreed upon between the parties, two complete upper bearing assemblies and all necessary associated component parts for replacement of same, for the primary screw lifts, to be installed in the middle and west primary units. In addition, SBI shall also provide one complete upper bearing assembly and all necessary associated component parts for installation in the secondary set of screw lifts, for replacement of the north unit. SBI

shall supply and provide these parts for a total aggregate cost of \$2,800.00, with costs of shipping, and installation the responsibility of SBI. The cost (\$2,800.00) shall be paid to SBI by Rock Falls within 30 days of installation. SBI's parts shall meet specifications, as originally intended for the Rock Falls Facility and if desired by Rock Falls approved by its consulting engineer, and the material certification from the foundry delineating such information shall be provided to Rock Falls prior to or concurrent with delivery of the components.

2. Sjostrom. Sjostrom shall, at no cost to Rock Falls, undertake all work and supply all labor necessary to replace 2 primary and 1 secondary upper bearing assemblies, with the upper bearing assembly parts provided by SBI, and in accordance with the time schedule mutually agreed on between the parties. This work shall consist of replacing two upper bearing assemblies at the primary screw lift building and one upper bearing assembly on the secondary screw lift. SBI shall be responsible for all costs associated with the installation of the three upper bearing assemblies, including but not limited to, payment to Sjostrom of all associated labor, material, and equipment costs on an agreed rate schedule.

In addition to the work performed to replace and install the identified upper bearing assemblies, Sjostrom shall also remove the screw lift located in the middle channel of the primary set of screw lift pumps, take all steps necessary to repair the defective grout on the underlying channel, and reinstall the screw lift in accordance with normal operating standards and specifications. The cost of repairing the grout, including but not limited to, the associated labor costs and materials, shall be borne equally between SBI and Sjostrom, but SBI's portion of the cost to repair will not exceed \$18,000.00. In the event the cost exceeds \$36,000.00, Sjostrom shall be responsible for the remaining balance. Rock Falls shall incur no cost to effectuate said grout repair or removal/replacement of the screw lift assembly.

3. Warranties. Upon completion of the installation of the three new upper bearing assemblies (2 primary, 1 secondary) SBI shall provide and issue a written warranty to Rock Falls covering the new upper bearing assemblies. The warranty shall be for a period of five years, from date of installation, during which time any failure of units and/or component parts of the upper bearing assemblies shall be repaired or replaced at SBI's expense. SBI agrees

to retain the services of Sjostrom, at SBI's expense, to effect any repairs or installation covered by this warranty. In addition to the warranty provided for the three new units, SBI shall issue and provide a three year warranty on all existing screw lift upper bearing housing assemblies (1 primary, 2 secondary), which warranty shall provide that costs of any needed repair and replacement shall be borne by SBI. SBI agrees to retain Sjostrom, at SBI's expense, to conduct any repairs and/or replacement needed to provide services under the warranty to Rock Falls. The three year warranty shall begin on the same date as the five year warranty.

4. Maintenance. In order to claim under the foregoing warranties, Rock Falls shall maintain compliance with maintenance and lubrication protocols as recommended by SBI. SBI shall provide, at a minimum, at least ½ day of further training on the maintenance and lubrication protocols of SBI, a copy of which instructions shall be provided in writing to Rock Falls. Rock Falls may, if desired, videotape any instruction provided by SBI. Rock Falls shall maintain a log of all such activities and furnish it to SBI, via email (achappell@spaansbabcock.net) not less than quarterly for the duration of the SBI warranties.

5. Inspection. Rock Falls shall make the primary and secondary screw lift areas and upper bearing assemblies available for inspection by SBI and/or Sjostrom prior to the contemplated repairs being conducted. During such inspection, SBI may, at its sole expense, perform any modification it believes is needed on the units, including, but not limited, to installation of dust seals and removal of any existing hose clamps. No such modification work shall interfere with the customary operation of the units.

6. Middle Primary Motor Components. Rock Falls agrees, following inspection of the middle (center) primary screw upper bearing assembly and motor components, to pay the costs of parts needed for replacement of any minor components needed due to the middle primary being off- line. The work and labor necessary to complete all such repairs shall be completed by SBI and/or Sjostrom at the time the upper bearing assembly is replaced, with Rock Falls reimbursing the costs of the replacement minor components needed due to the unit being off-line. SBI will remit payment to Sjostrom of all labor, materials, and equipment needed to perform the identified repair work.

7. Rock Falls. Upon completion of the work contemplated by this Agreement (e.g. replacement of upper bearing assemblies and repair of grout) and acceptance of such work by Rock Falls, Rock Falls agrees to release \$50,000.00 to Sjostrom as full and final payment of withheld retainage. SBI shall have no claim on such funds, in whole or in part, and upon receipt of said payment Sjostrom shall execute a final lien waiver.

8. Release.

A. Upon completion of the work contemplated by this Agreement, Rock Falls, its employees, agents, representatives, hereby release, acquit, and discharge Sjostrom and SBI, and their successors, assigns and all other persons, firms, corporations, associations, and partnerships, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation which Rock Falls now has or which may hereafter accrue on or in anyway arising out of and any and all known or unknown property damage and the consequences thereof resulting from or resulting from services provided by Sjostrom and SBI in connection with the Waste Water Treatment Plant and/or Main Lift Station, including, but not limited to, breach of contract and/or other claims, *expressly excepting and reserving those affirmative obligations set forth within this Agreement*.

B. Sjostrom, its employees, agents, representatives, hereby release, acquit, and discharge Rock Falls and SBI, as well as their successors, assigns and all other persons, firms, corporations, associations, and partnerships, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation which Sjostrom now has or which may hereafter accrue on or in anyway growing out of and any and all known or unknown property damage and the consequences thereof resulting or to result from services provided to Rock Falls or by SBI in connection with the Waste Water Treatment Plant and/or Main Lift Station, including, but not limited to, breach of contract and/or other claims, *expressly excepting and reserving those affirmative obligations set forth within this Agreement*.

C. SBI its employees, agents, representatives, hereby release, acquit, and discharge Sjostrom, as well as its successors, assigns and all other persons, firms, corporations, associations, and partnerships, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation which SBI now has or which may hereafter accrue on or in anyway growing out of and any and all known or unknown property damage and the consequences thereof resulting or to result from services provided by SBI in connection with the Waste Water Treatment Plant and/or Main Lift Station, including, but not limited to, breach of contract and/or other claims, *expressly excepting and reserving those affirmative obligations set forth within this Agreement.*

9. Denials. This Agreement is hereby executed for the sole purpose of avoiding the risk and expense of litigation. Nothing contained herein shall be deemed to constitute an admission of liability by any party, which liability each party specifically denies.

10. Legal Counsel. Each of the parties represents and warrants to the other that they, respectively, have entered into this Agreement in good faith and voluntarily and based on such party's own evaluation of the wisdom and merits of taking such action, with the benefit of legal counsel, and without any duress or undue influence and, except as stated herein, without any representation or warranty or other inducement or promise, from the other party.

11. Integrated. This Agreement contains the entire agreement between the parties, and there are no other representations or warranties, promises, covenants or undertakings as to the subject matter hereof other than those expressed herein.

12. Drafting. This Agreement has been subject to negotiations and discussions among the parties and their counsel. It has been, and shall be construed to have been drafted by all parties to it, so that any rule construing ambiguities against the drafter shall have no force and effect.

13. Counterparts. This Agreement may be executed by signatures on one or more counterparts. If so executed, the various counterparts shall be considered as one instrument. For

convenience, the various signatures will be collective and annexed to one or more documents to form complete counterparts and such signatures may be transferred via facsimile or electronic mail as if they were originals.

14. Enforcement of Settlement Agreement. The parties herein agree, to the extent necessary to enforce the terms and conditions of this Agreement, that a party to this Agreement may file an action in the Circuit Court of the Fourteenth Judicial Circuit, Whiteside County, Illinois, and each party herein expressly consents to jurisdiction, venue, and the authority of the court to enforce this Agreement. The prevailing party in any such action shall be entitled to reasonable attorney fees and court costs.

15. Dismissal of Pending Action. Upon execution of this Agreement the parties expressly agree to execute all documents necessary to dismiss the above pending action reflecting resolution of all claims.

16. Prevailing Wage. To the extent required by law, Sjostrom and SBI shall comply with the Illinois Prevailing Wage Act in performing their obligations under this Agreement.

17. Notice. To the extent that any party desires, or is required, to provide Notice to another party, it shall be sent certified mail or by hand delivery to:

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

Sjostrom & Sons, Inc.
P.O. Box 5766
1129 Harrison Avenue
Rockford, IL 61104

Spaans Babcock, Inc.
80 Toronto Street
Barrie, ON L4N 1V2

CITY OF ROCK FALLS, Illinois

By _____

Its _____

SJOSTROM & SONS, INC.

By _____

Its _____

SPAANS BABCOCK, INC.

By _____

Its _____

Whiteside County Planning and Zoning

E. Stuart Richter, CFM
Administrator
srichter@whiteside.org

Heather Lindstrom
Secretary
hlindstrom@whiteside.org

September 1, 2017

City of Rock Falls
603 W 10th St
Rock Falls, IL 61071

Dear City of Rock Falls,

Please find enclosed a copy of the application and petition of Terry & Pam Papoccia. They have requested that Whiteside County grant them a rezoning from R-2/SPU to B-2 for the purpose of adding a restaurant, liquor sales and video gaming to the current marina on their property (11-23-351-008) at 1409 Shore Acres Road, Rock Falls, IL 61071. The subject property is located within the 1 ½ mile area around Rock Falls city limits.

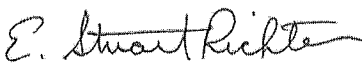
This office requests that you work with the applicants to schedule this matter for review by the City's Planning Commission and forward to the Whiteside County Clerk and this office the following:

1. A copy of the recommendation(s) addresses to the Whiteside County Board made by the City's Planning Commission to your City Council; and
2. A copy of the portion of the minutes of the City Council meeting indicating the action taken by the City Council.

Whiteside County, will wait to begin its rezoning hearing process until we receive a response from the City of Rock Falls. At that point it will be left to the petitioner to continue with the hearing or to drop it. An official rejection by the City of Rock Falls will result in requiring a 3/4 vote of the County Board.

Thank you for your attention to this matter. If you have any questions, feel free to call this office.

Sincerely,



E. Stuart Richter, CFM
Planning and Zoning Administrator

APPLICATION FOR
A REZONING IN
WHITESIDE COUNTY

I. APPLICANT INFORMATION

If the applicant is an organization, corporation, partnership or other association of individuals, please list the names and post office addresses of any affiliate of the applicant on the back of this form.

A. Applicant: Pam, Terry Peppers
Address: 1409 Shore Acres Road
Rock Falls IL, 61071
phone: 815-622-6742

Date: 9-2-17

If the applicant will not be the operator of the use, for which this rezoning is being requested, please list the names and post office addresses of the individual, organization, corporation, partnership or other association of individuals, who or which will be the operator, using the back of this form if necessary.

B. Operator: _____
Address: _____

C. Has the applicant or operator ever:

1. received a rezoning in Whiteside County?
Yes ___ No X Date received _____

2. been denied a rezoning in Whiteside County?
Yes ___ No X Date received _____

II. PROPERTY INFORMATION

A. Legal description: Please attach a copy of the recorded deed to the property for which the rezoning is being requested. Also, list the names of any other persons having a proprietary interest in the property on the back of this form.

B. Property size: 1 acre

C. Water Supply: Existing X Permit Applied For ___

D. Sanitary Sewer System: Existing X Permit Applied For ___

E. Present Use of Property: Boat Storage, Boat repairs,
Gas Sales

III. FLOODPLAIN INFORMATION

In a floodplain: Yes ___ No ___ Floodplain Zone: ___ In a floodway: Yes ___ No ___

Elevation Certificate required: Yes ___ No ___

REZONING APPLICATION
(Cont.)

III. REZONING INFORMATION

- A. Proposed Use: Restaurant, Liquor Sales,
Gaming, along with current marina
use.
- B. Proposed Hours of Operation: 10^{am} - 1^{pm} C. Days: 0-5
- D. Number of Persons Employed: 3 E. Number of Vehicles Used: 2
- F. Number of Off-Street Parking Spaces Available: 45
- G. Will any flammable or explosive materials be used or stored on site? Yes No
- If yes, what are these materials? gas, oil,
- _____
- _____

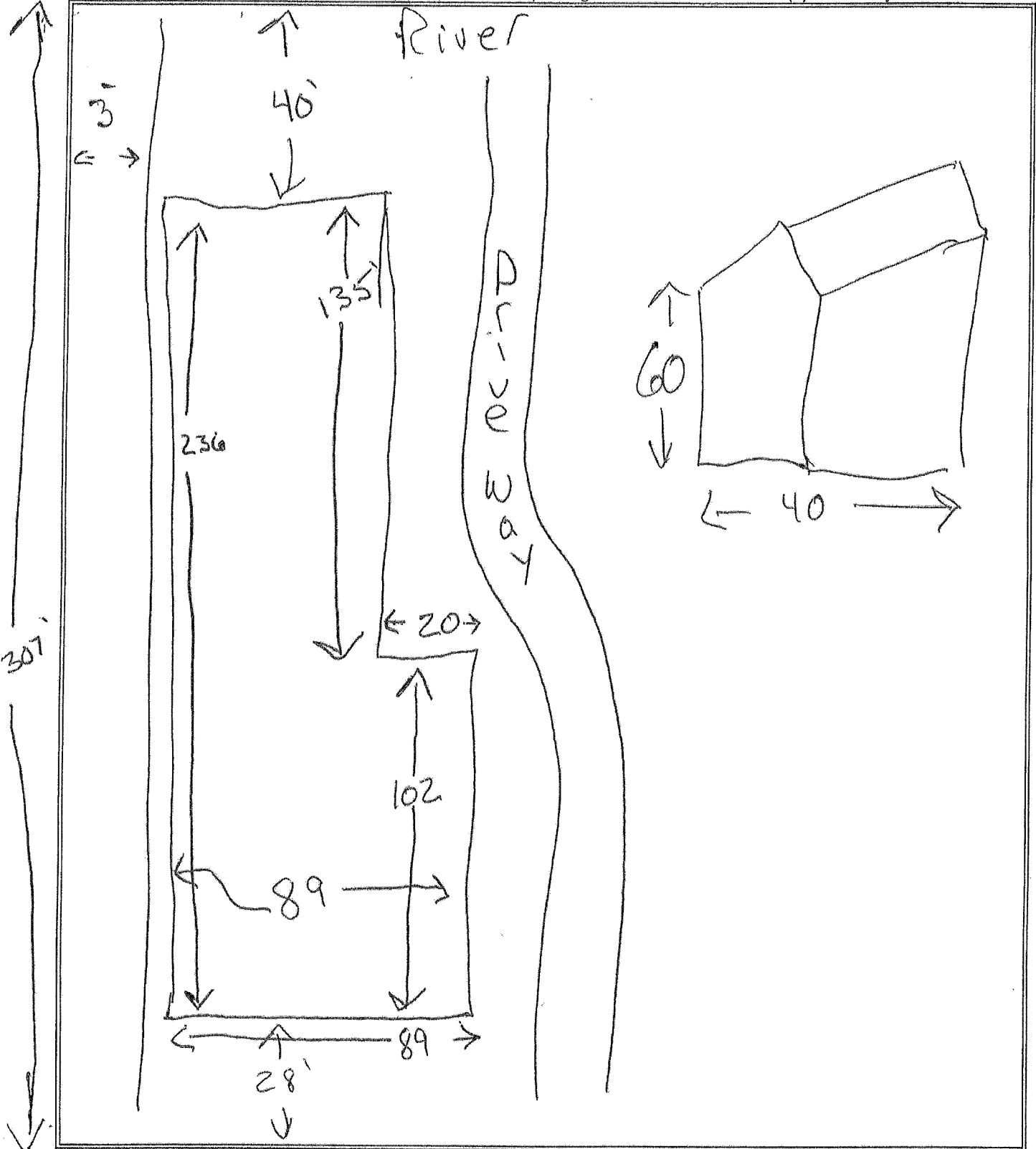
IV. ATTACHMENTS

Please attach copies-of the following if applicable:

- A. Any Federal, State or County permits required for the proposed use. If a permit has not as yet been obtained, please attach a completed copy of the application for that permit.
- B. A site plan showing the use, height and location of any buildings or other structures already located on the property or structure(s) which the applicant proposes to locate on the property.
- C. Any other information that may be required by the Development Office.

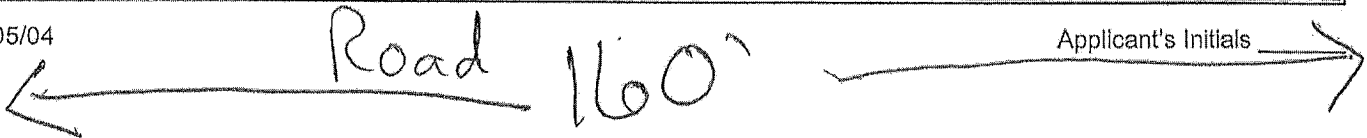
PLOT PLAN INSTRUCTIONS

Draw out the entire tract of land as described in the Legal Description on the front of the application, giving the exact size of said tract, and showing the access road(s). Draw all existing buildings or structures as they are now located on the property. Also, any buildings that are proposed to be built and mark them with a "P". Mark all buildings that will be used in the Special Use with an "X". Show area(s) to be used for parking and indicate the location(s) of sanitary facilities.



05/04

Applicant's Initials



STATE OF ILLINOIS,)
) SS.
WHITESIDE COUNTY)

TO THE COUNTY BOARD
OF SAID COUNTY

IN THE MATTER OF THE PETITION

OF
Pam, Terry Papoccia
1409 Shore Acres Rd
Rock Falls, IL
61071

PETITION TO CHANGE
CLASSIFICATION UNDER
ZONING ORDINANCE

Your Petitioner respectfully states:

1. That (I am) (we are) the (owner(s)) (Lessee(s)) of, and in possession of the following described real estate:

Lot M-15 of Martin Estates Subdivision of a part of the Southeast Fractional Quarter of Section 22, a part of the Southwest Fractional Quarter of Section 23, a part of the Northwest Quarter of Section 26, and a part of the Northeast Quarter of Section 27, all in Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois; according to the Plat thereof recorded July 18, 1934 in Plat Book 7, page 36.

2. That the premises described above are presently classified as RD/SPU as defined in Division 6 of the Whiteside County Zoning Ordinance, effective July 15, 1959, as amended, and that your Petitioner desire to have the aforescribed premises re-classified from said RD/SPU district to a(n) BO district as defined in Division 6 of said Zoning Ordinance.

3. In support hereof, your Petitioner(s) state: (State reasons for desiring re-classification)

Have a restaurant, liquor sales + video gaming along with current marina.

WHEREFORE, your Petitioner(s) pray that the above described premises be re-classified from the RD/SPU district to a(n) BO district.

Respectfully submitted,

Pamela M. Papoccia
Terry W. Papoccia

Petitioner(s)

Robbin Blackert

From: Thomas, Larry <ThomasLarry@stanleygroup.com>
Sent: Friday, August 18, 2017 5:10 PM
To: Robbin Blackert
Subject: Rock Falls Sewer Lining Engineering Services
Attachments: PSA Rock Falls Sanitary Sewer Lining 08-17.pdf; PSA Rock Falls Sewer Lining Exhibit 3.pdf; Stanley Hourly Billing Rates 17-18.pdf

Robbin,

Attached is our proposed engineering services agreement for preparing the reports and paperwork associated with the IEPA low interest loan program and preparing the drawings and specifications for the sewer rehabilitation work. Please review and let me know if there are any revisions we need to make. Have a great weekend.

Larry Thomas, PE
Water/Wastewater Department Manager



Stanley Consultants INC

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

*Mobile Phone: 815-355-0923
Office Phone: 773-714-2015
thomaslarry@stanleygroup.com*

www.StanleyConsultants.com

**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

THIS IS AN AGREEMENT made as of August ____, 2017, between the CITY OF ROCK FALLS, IL (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to plan, finance, design, permit, bid, and construct the sanitary sewers rehabilitation project in conformance with the previously completed Sanitary Sewer System Capacity Management Operation and Maintenance (CMOM) Report prepared by the CONSULTANT (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 Paragraphs 4 and 5, 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. **IEPA Low Interest Loan Agreement Provisions.** The following additional requirements are added to the Agreement in accordance with the requirements of the IEPA Low Interest Loan Program:
 - A. **Audit and Access to Records Clause:**
 - a. "Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence

**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection."

- b. "Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America."
- c. "All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report."
- d. "The final audit report shall include the written comments, if any, of the audited parties."
- e. "Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception."

B. Covenant against Contingent Fees Clause:

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

C. Certification Regarding Debarment, Suspension and Other Responsibility Matters:

"The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both."

**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

D. USEPA Nondiscrimination Clause:

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

E. USEPA Fair Share Percentage Clause:

"The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are %5 for MBEs & 12% for WBEs"

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

7. 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

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, IL

By: _____

Tony Mardari, 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 61701

Please provide resolution or other documentation authorizing execution of AGREEMENT.

**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

**EXHIBIT 1
SCOPE OF SERVICES**

CONSULTANT will provide the following Professional Services associated with design, financing, permitting, bidding, and construction of the sanitary sewer system rehabilitation project.

PART 1 - BASIC SERVICES

1. General

The City of Rock Falls intends to complete the lining of major interceptor sewers as were recommended in the previously completed Sanitary Sewer System Capacity Management Operation and Maintenance (CMOM) Report prepared by Stanley Consultants, Inc. The City intends to finance this Project through the Illinois Environmental Protection Agency's (IEPA) Low Interest Loan Program. The Consultant is to prepare the facility planning documents; assist the City with the completion of the loan checklist requirements; and prepare the drawings and specifications required request bids for contractors to insert liners in the sewers.

The Project consists the cleaning and lining of 3,200 feet of 24-inch reinforced concrete sanitary sewer along Leroy Avenue and West 1st Street from just east of the high school to 1st Avenue (approximately 3,200 linear feet) and 1,000 feet of 24-inch reinforced concrete sanitary sewer along 8th Avenue from Leroy Avenue to West 5th Street. The Project also includes the lining of 14 manholes.

2. Planning/Financing Phase

CONSULTANT will provide planning and loan application assistance services as follows:

- 2.1 IEPA Consultations: Meet with IEPA staff to discuss Project, review submittal requirements, and assist with issuance of approvals.
- 2.2 Draft Facility Plan Preparation: Prepare a draft Facility Plan for submittal to the IEPA consisting of the information required by IEPA regulations. This plan will be heavily based on the completed CMOM report with additional information provided as required by the loan program.
- 2.3 Review Facility Plan with the City.
- 2.4 Submit the Facility Plan to IEPA prior to January 31, 2018.
- 2.5 Provide 1 hard copy and 1 digital copy of draft Facility Plan to the City for review.
- 2.6 Quality Assurance/Quality Control: Review documents as they are prepared with independent review team.
- 2.7 Final Facility Plan Preparation: Revise draft Facility Plan in response to City's and IEPA's comments, as appropriate. Resubmit final draft to regulatory agency for approval.
- 2.8 Provide 1 hard copy and 1 digital copy of final Facility Plan to the City.
- 2.9 Assist IEPA Loan Application process: Assist completion of the check list items required to qualify for the loan program.

**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

3. Design Phase.

CONSULTANT will provide design services for the sewer lining project as follows:

- 3.1 Kickoff Meeting: Meet with City to discuss project and confirm design concepts and conduct site visit to confirm limits of work.
- 3.2 Design and prepare Contract Documents for the following work:
 - 3.2.1 Lining of the 24-inch reinforced concrete sewer piping along Leroy Avenue and West 1st Street from just east of the high school to 1st Avenue (approximately 3,200 linear feet) and along 8th Avenue from Leroy Avenue to West 5th Street (approximately 1,000 linear feet).
 - 3.2.2 Lining of 14 manholes.
- 3.3 Review meetings: Conduct review meetings as project moves forward to discuss design and funding issues. Prepare and distribute meeting notes of review meetings.
- 3.4 Quality Assurance/Quality Control: Review documents as they are prepared with independent review team.
- 3.5 Provide 1 hard copy and 1 digital copy of draft construction documents to the City for review.
- 3.6 Revise construction documents in response to City's comments, as appropriate, and furnish 1 hard copy and 1 digital copy of the construction documents to City.
- 3.7 Submit construction documents to appropriate regulatory agencies for approval and permits.
- 3.8 Respond to regulatory agency comments and revise project drawings and specifications as required. Resubmit final draft to regulatory agencies for approval.
- 3.9 Conditions of Service: Basic Services described are based on following conditions:
 - 3.9.1 Drawings and specifications will be developed using English units only.
 - 3.9.2 Drawings will be developed using CONSULTANT'S standard drawing size, title block, format, CADD standards and symbology.
 - 3.9.3 CADD drawings will be developed in 2D format using MicroStation or AutoCAD.
 - 3.9.4 Technical specifications will be developed using Construction Specification Institute's (CSI) standard Division and three-part format and CONSULTANT'S standard outline type format.
 - 3.9.5 Front-end documents will be developed from Engineer's Joint Contract Documents Committee (EJCDC) standard documents.
 - 3.9.6 Contract Documents will be prepared for one prime contractor and one construction contract.

4. Bidding Phase

CONSULTANT will provide the following services during the Bidding Phase:

- 4.1 Provide one official construction document set to CLIENT for retention at City Hall during bidding.
- 4.2 Prepare electronic bid files containing project manual with drawings.
- 4.3 Distribute electronic bid files to plan houses and potential bidders and maintain bidders list.
- 4.4 Attend pre-bid conference and prepare and distribute meeting notes to plan holders.

**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

- 4.5 Respond to bidder questions.
- 4.6 Prepare and issue addenda in response to bidder questions, if necessary.
- 4.7 Attend bid opening.
- 4.8 Evaluate bids and make recommendation for award of contract.
- 4.9 Attend Council meeting to present award recommendation.
- 4.10 Coordinate approval of construction contract with IEPA for purpose of project funding.
- 4.11 Prepare conformed contract documents for signature by contractor and CLIENT.

5. Construction Phase (For Reference; Fee for this work will be determined after the project is approved for construction by the IEPA and the City.)

CONSULTANT will provide the following services during the Construction Phase:

- 5.1 Preconstruction Conference: Participate in Preconstruction Conference prior to commencement of work at Site. Prepare agenda, run meeting, prepare and distribute meeting notes.
- 5.2 Furnish 3 hard copies and 1 digital copy of Contract Documents to Contractor for construction purposes.
- 5.3 Clarifications and Interpretations:
 - 5.3.1 Evaluate and respond to up to four (4) Requests for Information (RFIs). Prepare and issue necessary clarifications and interpretations of Contract Documents in form of Instructions to Contractor as required to respond to RFIs.
 - 5.3.2 Recommend Change Orders to City, as appropriate, and prepare design-initiated Change Orders as required. Prepare and process Change Orders related to Contractor-initiated changes that are advantageous to City. Cost for changes necessary due to Contractor fault shall be back charged through City to Contractor.
- 5.4 Shop Drawings and Samples: Review shop drawings and samples and other data which Contractor is required to submit but only for conformance with information given in Contract Documents and compatibility with design concept of completed Project as a functioning whole as indicated in Contract Documents. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Perform submittal review per contract document requirements.
- 5.5 Coordinate with IEPA to address any funding issues with the project. Submit pay requests to IEPA for review.
- 5.6 Construction Observation: The amount of construction observation will be determined and agreed to prior to the start of the Work.
- 5.7 Inspection and Test Certificates. Review of such certificates will be for purpose of determining that test result certificates indicate compliance with Contract Documents and will not constitute an independent evaluation that content or procedures of such inspections, tests, or approvals comply with requirements of Contract Documents. Consultant shall be entitled to rely on results of such tests.
- 5.8 Applications for Payment: Review up to three (3) Contractor pay applications and make recommendations to City on payment amounts. Review will be based on input from City's Construction Observer. After review and local approval, submit applications for payment to IEPA for review and reimbursement.
- 5.9 Substantial Completion: Promptly after Contractor submits notice that entire Work is ready for its intended use, conduct preliminary walk-through of the Work with City and Contractor to determine if Work is Substantially Complete. If, after considering any objections of City, Consultant considers Work Substantially Complete, Consultant shall deliver Certificate of

**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

- Substantial Completion to City and Contractor. Prepare written list of deficiencies in event Work is not considered to be substantially complete.
- 5.10 Final Acceptance: Conduct final walk-through of the Work to determine if Work is complete and acceptable so that Consultant may recommend Contractor's final payment.
- 5.11 Record Drawings: Incorporate construction phase changes based on markups provided by the Contractor and the City to produce Record Drawings. Level of effort for record drawings shall not exceed 8 hours. Actual hours will vary depending on level of changes actually incurred in the field. Furnish one hard copy for Client records.
- 5.12 Progress Meetings and Site Visits: Hold up to three (3) monthly progress meetings during construction to review construction progress, the updated project schedule provided by contractor, the status of pay applications and submittals, and future work activities. Consultant will conduct meeting, prepare meeting notes, and distribute notes to meeting attendees.

PART 2 - CONDITIONS OF SERVICE

1. All cost estimates presented during the design phase are CONSULTANT's opinions of probable project, construction, and/or operation and maintenance costs. Cost estimates are made on the basis of our experience and represent our best judgment. CONSULTANT has no control over cost of labor, materials, equipment, contractor's methods, or over competitive bidding or market conditions. Therefore, CONSULTANT does not guarantee that proposals, bids, or actual construction costs will not vary from estimates of project costs, construction, and/or operation and maintenance costs presented.
2. Bidding documents will be provided to prospective bidders as electronic documents.
3. General Administration of Construction Contract. CONSULTANT will consult with CLIENT and act as CLIENT's representative as provided in General Conditions of the Construction Contract (EJCDC). The extent and limitations of duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with Contractor to extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
4. Disagreements between CLIENT and Contractor. Render formal written decisions on all claims of CLIENT and Contractor relating to acceptability of Contractor's work or interpretation of requirements of Contract Documents pertaining to execution and progress of Contractor's work shall be final. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
5. Payment application review shall be based predominantly on review and input from CLIENT's on-site construction observer supplemented by CONSULTANT's observations during infrequent site visits as an experienced and qualified design professional, and on review of Applications for Payment and accompanying supporting documentation.
 1. Determine amounts that CONSULTANT recommends Contractor be paid. Such recommendations for payment will be in writing and will constitute CONSULTANT's representation to CLIENT, based predominantly on input from CLIENT's on-site construction observer supplemented by CONSULTANT's observations during infrequent site visits, and review, that, to best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to point indicated, quality of such work is generally in accordance with Contract Documents (subject to evaluation

**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

- of Work as a functioning whole prior to or upon Substantial Completion, to results of any subsequent tests called for in Contract Documents and to any other qualifications stated in the recommendation), and conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe Contractor's work.
- ii. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of Work beyond responsibilities specifically assigned to CONSULTANT in this Agreement and Contract Documents. Neither CONSULTANT's review of Contractor's work for purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control Contractor's work in progress or for means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used moneys paid on account of Contract Price, or to determine that title to any portion of work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect amount that should be paid.
6. Duration of Construction Phase. Construction Phase will commence with execution of first Construction Agreement for Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to Contractor.
 7. CONSULTANT shall not be responsible for acts or omissions of any Contractor, of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with Contract Documents.
 8. The purpose of CONSULTANT's visits to Site will be to enable CONSULTANT to better carry out duties and responsibilities assigned to and undertaken by CONSULTANT during Construction Phase, and, in addition, by exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that completed Work will conform in general to Contract Documents and that integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with Contract Documents.
 9. Defective Work. Recommend to CLIENT that Contractor's work be disapproved and rejected while it is in progress if, on basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice integrity of design concept of completed Project as a functioning whole as

**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

Indicated In Contract Documents.

PART 3 - ADDITIONAL SERVICES

ADDITIONAL SERVICES are not included in the BASIC SERVICES but can be performed by Consultant if requested by the City. Additional services will only be performed as authorized by the City.

1. Geotechnical investigations.
2. Preparation of plats and legal descriptions necessary for acquisition of easements required for the proposed facilities
3. Land acquisition and easement negotiation services.
4. Additional meetings beyond those listed in BASIC SERVICES.
5. Visits to Project Site or attend meetings beyond extent indicated under BASIC SERVICES.
6. Additional RFIs and Change Orders.
7. Shop drawing reviews of resubmittals beyond original and one resubmittal shop drawing.
8. Additional substantial and final completion inspections.
9. Additional services provided due to extension of the construction completion date beyond the final completion date stated herein.
10. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of progress schedule involving services beyond normal working hours, or (6) default by Contractor.



**PROFESSIONAL SERVICES AGREEMENT
SANITARY SEWER REHABILITATION**

**EXHIBIT 2
COMPENSATION**

1. Compensation for BASIC SERVICES.

CLIENT shall compensate CONSULTANT for BASIC SERVICES in accordance with Exhibit 1, Scope of Services as follows:

- A. Compensation for the BASIC SERVICES (excluding Construction Phase work) listed in Exhibit 1 shall be a not to exceed amount of Thirty Nine Thousand Dollars \$39,000 based on hourly billing rates and inclusive of an allowance of \$1,000 for all other expenses.
- B. Compensation for Construction Phase services shall be an amount to be negotiated prior to the start of the construction work.

2. Compensation for Additional Services

Compensation for Additional Services performed by CONSULTANT shall be on an Hourly Basis for Direct Labor Plus Reimbursable Expenses in accordance with the attached current "Hourly Fees and Charges Fiscal Year 2017-2018".

National Wash Authority, LLC dba Midwest Mobile Washers
100 N Jackson Street
Morrison, IL 61270
(800) 804-7517
aswashboy@frontiernet.net
www.watertowercleaners.com

Estimate



ADDRESS
City of Rock Falls
Ted Padilla
603 W 10th Street
Rock Falls, IL 61071

SHIP TO
City of Rock Falls
Ted Padilla
603 W 10th Street
Rock Falls, IL 61071

ESTIMATE #	DATE	EXPIRATION DATE
1134	06/29/2017	12/31/2017

Please detach top portion and return with your payment.

ACTIVITY

AMOUNT

National Wash Authority, LLC (dba Midwest Mobile Washers) along with twenty-five years of water storage tank cleaning experience, proposes the following for City of Rock Falls. Please keep in mind our cleaning procedures are specifications wrote by coating engineer specialists and paint manufacturers alike throughout the United States. National Wash Authority/Midwest Mobile Washers is a Minority-Female owned business.

We have successfully and safely cleaned over 1,100 water storage tanks in several States without ANY incidents.

LOCATION: EMMONS AVE & E 11TH STREET, ROCK FALLS, IL

We will render the proper cleaning procedures standard to the industry (AWWA - SSPC - NACE) to clean a 300,000 gallon waterspheroid water tower at 117.5' to the top. We will be using an oxygenated bleach presoak system to kill the root of the mildew growth using 100% frictionless procedures. No cable hanging/No wheel baskets/No hanging apparatus will be used to clean your tanks surface. These type of procedures are commonly known of scratching and damaging the painted surface with leaving long term maintenance issues to arise. We render 100% frictionless operations to clean your tanks surface.

We pride ourselves over any Competition by being a Safety & Compliant Company.

- * Employee's are Certified on lift equipment. (Have operator cards)
- * Prevailing wages scales are met. Where applicable.
- * Background checks done on ALL employee's.
- * We are an Accident Free Work Place!
- * Twenty-five years of NO lost time of work DUE TO AN INJURY!
- * 100% TOTALLY FRICTIONLESS CLEANING TREATMENT of a tanks surface.

All cleaning agents used are biodegradable and are environmentally friendly.

All safety equipment will be used by OSHA requirements (Miller safety harness').

All equipment, safety devices, crane and aerial machinery are included in this bid.

Enclosed is a copy of our General Liability Insurance coverage. Our employees' are fully covered under our Workman's Compensation insurance.

This proposal terminates if not accepted by December 31, 2017.

We are the Original Founders of adding an anti-mildew inhibitors to the tanks surface. Most recent, after two years of research we are the Proud Founders of the "Soft Wash Cleaning Treatment" to water tanks as well! Our Company is the only one whom renders a Soft Wash Cleaning Treatment in our Industry!

ACTIVITY

AMOUNT

The Best Management Practice is a THREE STEP CLEANING PROCESS to clean the exterior of water storage tanks to yield long term results using equipment that offers a 100% FRICTIONLESS procedure which is the second most important process. Cable hanging, wheel baskets, basket hanging, bosun seats or any other fancy hanging apparatus WILL DAMAGE THE TANKS SURFACE. These type of procedures are commonly known of scratching and damaging the painted surface with leaving long term maintenance issues to arise (surface rust). Most of these hanging types of equipment are designed for painting practices only, not cleaning.

Step #1

A presoak system using oxygenated bleach at a pre-determined percentage rate to kill the root of any mildew growth. This process kills the root of mildew spores. (Just using a pressure washer to clean will yield poor results.)

Step #2

Proper pressure washing nozzles and techniques are required to wash a water tower's surface. Water tank coatings may have a thin paint, cracked paint, bubbled paint, chipped paint, oxidized paint and peeling paint, which all play a vital role of how a tanks surface needs to be cleaned. With our pre-soak treatment, we then flush off the mildew stains using a "Soft Wash" method of less than 800 psi (average 300 to 500 psi). No High Pressure Cleaning or Blasting is required on your tanks surface.

Step #3

Once tanks are cleaned, an anti-mildew inhibitor needs to be applied to yield the best, long term results before mildew stains re-occur on the tanks surface.

To clean and remove mildew stains using Best Management Practice and 3 step cleaning process to yield long term results using our Trademark "Soft Wash Cleaning Treatment"

5,450.00

The added cost to apply the anti-mildew inhibitor to the tanks surface - NO CHARGE. ANTI-MILDEW INHIBITOR INCLUDED WITH THE CLEANING SERVICE.

0.00

OPTIONAL SERVICE - SPOT PAINTING/TOUCH UP PAINTING SERVICES

Paint Preparation, tool grinding, sanding, spot priming and top coat paint touch up. Includes: Paints/primers, prevailing wages, lift equipment to access and all other expenses.

1 gallon of primer used = \$1,650.00

1 gallon of paint used = \$1,650.00

2 gallons of paint used = \$3,300.00

3 gallons of paint used = \$4,950.00

We ask the owner to supply the required paint specifications to match existing paint coating.

RUST REMOVAL SERVICES

Contact us for Proposal for removing Rust Streaks, Rust Stains or Iron Stains.

CONFIDENTIALITY: This Proposal/Quotation and any files transmitted with it may contain information proprietary to National Wash Authority, LLC/Midwest Mobile Washers, and are intended solely for the use of the individual or entity to whom they are addressed, shall be maintained in confidence and not disclosed to third parties without the written consent of National Wash Authority, LLC/Midwest Mobile Washers. All information on this Proposal/Quotation is not to be copied, reprinted or used as specifications for any other RFP's. Procedures, methods and products are not to be copied, shown or reprinted to any third party.

TOTAL

\$5,450.00

Accepted By

Accepted Date

Robbin Blackert

From: Ted Padilla
Sent: Tuesday, August 22, 2017 11:33 AM
To: Robbin Blackert
Subject: Rock Falls IL 2nd tank Proposal (2).pdf
Attachments: Rock Falls IL 2nd tank Proposal (2).pdf

Here is the quote I was talking about early to wash and clean up rust spots on orange and white tower hoping to extend the life of the paint 5 to 7 years before the big paint job of \$400,000

\$5,450.00 for wash and prep
\$6,600.00 for painting the bad areas

Cost \$12,050.00

Robbin Blackert

Utility Committee

From: Ted Padilla
Sent: Friday, August 18, 2017 12:32 PM
To: Robbin Blackert
Cc: Tony Poci; Ed Cox; Daniel B. Loos
Subject: RE: Rock Falls - Watermain Boring at Bennett Drive & 14th Avenue

This is the project I would like to move forward for the September time frame to the August Utility Committee with both projects (bore and Storm sewer upgrade) to be completed by Go Excavating. Total of \$16,000

When contractor is completed with his part of the project. the department will make connection to the existing main and the installation of the hydrant and water service lateral to 1108 14th ave

From: Dan Loos [mailto:dloos@willetthofmann.com]
Sent: Friday, August 18, 2017 11:11 AM
To: Ted Padilla
Cc: June Schreck (goexcavating@yahoo.com); Robbin Blackert
Subject: RE: Rock Falls - Watermain Boring at Bennett Drive & 14th Avenue

Ted,

I just spoke with Wayne Oppold with Go Excavating on a cost estimate to have the 6" watermain bored across 14th Avenue to Bennett Drive. The cost estimate includes:

Bored Watermain

- Pipe Material – Certa-Lok Pressure Class 235, DR18
- Boring Pull Head
- Boring equipment and labor (Kirby Cable)
- Bore pit(s) and backfill
- Pressure Testing bored pipe

The cost estimate to bore the 110 lineal feet of 6" Certa-Lok is \$14,500.

The cost estimate does not include:

- Surface Restoration (only backfilling with native material)
- Payment and Performance Bonds (Go Excavating has annual City of Rock Falls Contractor Registration for 2017)
- Slurry Dump Site – City needs to provide

Watermain Quality Storm Sewer

The cost estimate for installing the 27 lineal feet of watermain quality storm sewer where the bored watermain crosses under, is \$1,500 and includes the pipe material, installation, and backfill of native material. The installing of the new pipe will run between the existing inlets.



August 31, 2017

Mayor Bill Westcott, Robbin Blackert, Wayne Shafer
City of Rock Falls
603 W 10th St, Rock Falls, IL 61071

Subject: RFP Responses Recommendation

Dear Mayor Westcott, Ms. Blackert, Mr. Shafer

After consultation with the City of Rock Falls and project engineers, we recommend that the City of Rock Falls reject all proposals based on the decision to redraft the RFP. We believe it is in the best interest of the City to make some engineering revisions and then to publish a new RFP in the near future.

Regards,



Scott B. Moehnke
VP Network Implementation – Magellan Advisors

BID TAB SHEET

CITY OF ROCK FALLS
OSB Construction Rock Falls FiberNet FTTH GPON Network

Bid Opening 08-25-2017

Company	Address	Phone	Total
Electric Conduit Construction Company	816 Hicks Drive Elburn, IL 60119	630-293-4474	\$14,424,891.88
Atlantic Engineering Group	Post Office Box 790 6634 Highway 53 Braselton, Georgia 30517	706-654-4012 x 203	\$16,023,067.24
MP Nextlevel LLC	500 CR 37 E Maple Lake MN 55358	320-963-2400	\$14,041,225.53
Telecom Construction	2218 200 th Street East Clearwater, MN 55320	320-558-9485	\$13,409,154.17
Henkels & McCoy	940 Kingsland Drive Batavia, IL	630-239-2000	\$12,623,062.41
Kelso - Burnett	2280 Bethany Road DeKalb, IL 60115	847-659-6186	8,484,258.06



WARD, MURRAY, PACE & JOHNSON, P.C.
LAW OFFICES

PAUL A. OSBORN
THOMAS L. SANDERS
JOHN A. GUZZARDO
LISA A. GABRIEL
DANIEL C. HAWKINS
TIMOTHY B. ZOLLINGER
ROBERT T. LESAGE III
TRENT L. BUSH
MATHEW M. KEEGAN
ELIZABETH J. KLAHN
KYLE G. CARLOCK
AMANDA J. BEVEROTH

202 EAST FIFTH STREET
P.O. BOX 400
STERLING, IL 61081

226 WEST RIVER STREET
P.O. BOX 404
DIXON, IL 61021

www.wmpj.com

OF COUNSEL:
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RICHARD A. PALMER
JOSEPH E. HEATON, JR.
JAMES L. REESE

RETIRED:
PHILIP H. WARD, JR.
DAVID E. MURRAY
OLE B. PACE III
ROBERT E. BRANSON

writer's email: reese@wmpj.com

REPLY TO STERLING OFFICE

June 26, 2017
VIA EMAIL

Mayor Wescott
City of Rock Falls

Re: *Resolution Authorizing Conveyance of Real Property*

Dear Mayor:

Attached is the form of resolution authorizing the City to accept the proposal from the Department of Transportation for conveyance to the City of title to the small strip of land that is currently part of the Route 40 right-of-way adjacent to the Schmitt parcel.

Please let me know if you wish any changes of need any additions.

Yours very truly,

WARD, MURRAY, PACE & JOHNSON, P.C.

By _____

James L. Reese

JLR: Ind
Enclosures

cc: Eric Arduini
Robbin Blackert

RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY

WHEREAS, the City of Rock Falls has received a proposal (“Offer”) from the Illinois Department of Transportation (the “Department”) to convey to the City the rights to a parcel of real estate containing approximately 1.023 acres that is located in the Northwest Quarter of the Northwest Quarter of Section 3, Township 20 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, Illinois, which real estate is more fully described on the document attached hereto labeled as “Exhibit 1”; and

WHEREAS, among the terms and conditions proposed in the Offer, a copy of which is attached hereto, is a requirement that the City agree that the property must continue to be used for public purposes and that no part of the conveyed property can be vacated or disposed of without the approval of the Department, which may require compensation for non-public use; and

WHEREAS, the City Council has reviewed said Offer and has determined that it is beneficial and in the best interest of the City to accept said Offer on the terms and conditions set forth in the Offer;

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, any and all documents deemed necessary, required or desirable by them or by the City Attorney in order to receive ownership of the parcel described in Exhibit 1 from the Department.
3. The Mayor, City Clerk, and City Administrator are authorized and directed to take such other and additional action as deemed necessary, required or desirable by them, or as deemed required by the City Attorney, to meet the terms and conditions of the Offer in order to complete and consummate the acquisition of the real estate.
4. Acceptance of conveyance by the Department of the parcel of real estate to the City of Rock Falls is hereby approved.
5. The Mayor is hereby authorized and directed to sign the Offer and return the same to the Department signifying the intention of the City to acquire the parcel of real estate upon the terms set forth in the Offer.

This resolution read and approved this _____ day of _____, 2017.

ATTEST:

Mayor William B. Wescott

City Clerk

Alderman Voting Aye

Alderman Voting Nay

Parcel 2XWH095,5



P-30/LAL-15004.DOCX/707R

FAP Route 403 (I-88)
Section 195-3
Parcel 2XWH095

LAND

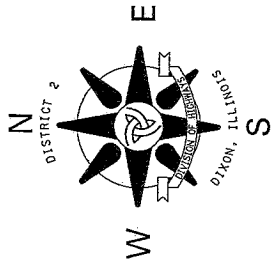
State of Illinois

A part of the Northwest Quarter of the Northwest Quarter of Section 3, Township 20 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, Illinois, described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 3; thence South 0 degrees 00 minutes 53 seconds West, 1,316.92 feet (Bearings and grid distances are referenced to the Illinois State Plane Coordinate System West Zone Datum of 1983) on the west line of said Northwest Quarter, to the southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 3 as shown on the State of Illinois Right of Way Plats sheets 29 and 30, dated July 14, 1971, filed on 10-15-74 in the Circuit Clerk's Office of Whiteside County; thence North 89 degrees 36 minutes 26 seconds East, 119.39 feet on the south line of the Northwest Quarter of said Northwest Quarter, to the Point of Beginning.

From the Point of Beginning thence North 0 degrees 25 minutes 36 seconds East, 598.36 feet, to the easterly right-of-way line of a public highway designated FA Route 646 (IL 40); thence North 89 degrees 56 minutes 52 seconds East, 69.00 feet on said easterly right-of-way line; thence South 0 degrees 41 minutes 10 seconds East, 432.91 feet on said easterly right-of-way line and the easterly right-of-way and access control line of said FA Route 646 (IL 40); thence South 0 degrees 00 minutes 51 seconds West, 164.99 feet on said easterly right-of-way and access control line, to the south line of the Northwest Quarter of said Northwest Quarter; thence South 89 degrees 36 minutes 26 seconds West, 78.60 feet on said south line, to the Point of Beginning, containing 1.023 acres, more or less.

Township 20 North, Range 7 East of the 4th P.M.



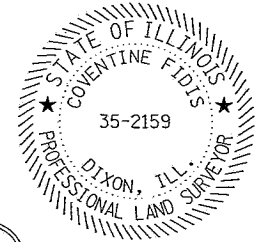
SURVEYOR'S STATEMENT

I, COVENTINE FIDIS, HEREBY STATE THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS; THAT THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE PLAT HEREON IS IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE LAND ACQUISITION POLICIES AND PROCEDURES MANUAL AND THE DEPARTMENT'S DISTRICT POLICIES.

DATED THIS 26TH DAY OF APRIL, 2017

[Signature]

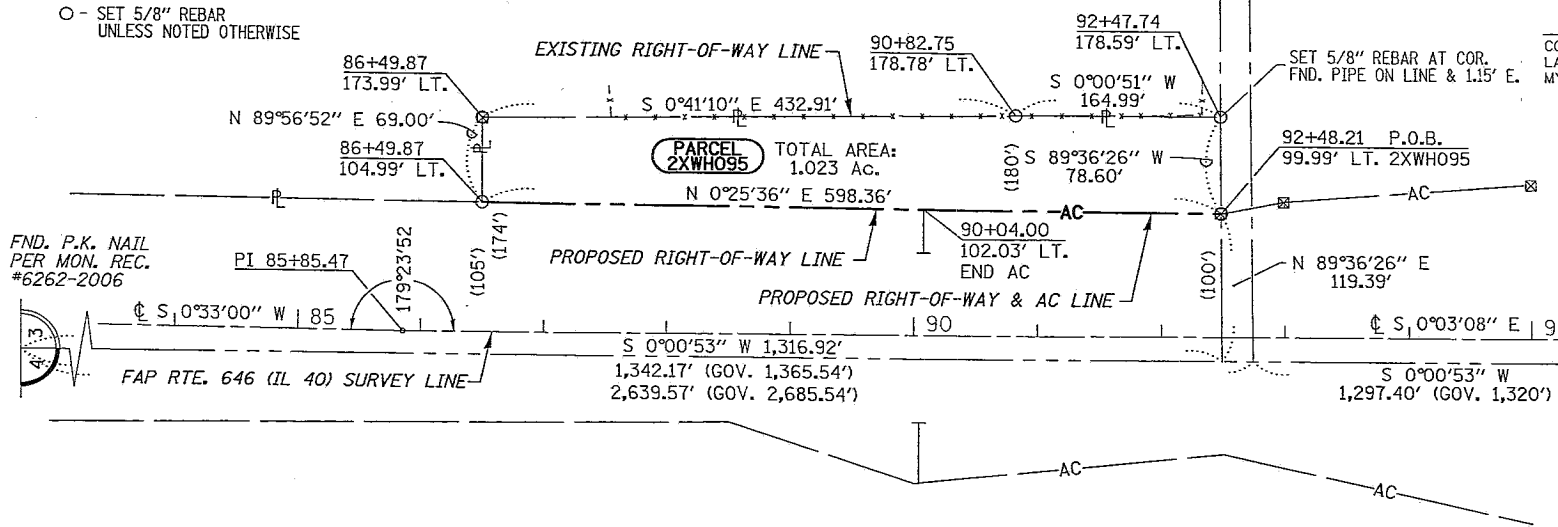
COVENTINE FIDIS - ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2159
MY LICENSE EXPIRES 11/30/18



S. LINE, NW. 1/4, NW. 1/4, SEC. 3
PER 1971 R.O.W. PLATS

PROPORTIONED S. LINE,
NW. 1/4, NW. 1/4, SEC. 3

○ - SET 5/8" REBAR
UNLESS NOTED OTHERWISE



FND. P.K. NAIL
PER MON. REC.
#6262-2006

SET MAG NAIL PER
MON REC. #1033-2006

Notes:

BEARINGS BASED ON SURVEY CONTROL DATA AS PROVIDED BY IDOT.

PROJECT DATUM IS NAD83(97) ILLINOIS STATE PLANE COORDINATES, WEST ZONE.
GROUND DISTANCE = THE PROJECT COMBINATION FACTOR OF 1.00006151 X GRID DISTANCE.
ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON "GRID COORDINATES".



AMERICAN

SURVEYING & ENGINEERING, P.C.

841 N. Galena Ave. Dixon, IL 61021

815-288-6231

ILLINOIS PROFESSIONAL DESIGN
FIRM NO. 184-003192

STATE OF ILLINOIS EXCESS PROPERTY PLAT

FAP ROUTE 403 (I-88)

SEC 195-3

COUNTY OF WHITESIDE

PARCEL 2XWH095 EXCESS

SCALE 1 IN. = 100 FT.

FEBRUARY 3, 2015

JOB NO. R-92-001-72

REVISED:

DRAWER 23 FOLDER 2

MAY 19 2017 ASE JOB NO. 108161.46



OFFER

COPY

Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 2
819 Depot Avenue / Dixon, Illinois 61021-3600

PROGRAM DEVELOPMENT
LAND ACQUISITION
FAP Route 403 (I-88)
Section 195-3
Whiteside County
Job No. R-92-001-72
Parcel 2XWH095

June 15, 2017

Honorable William B. Wescott
Mayor
City of Rock Falls
603 W. 10th Street
Rock Falls, Illinois 61071

Letter of Intent

Dear Mayor Wescott:

This letter will document the intent of the City of Rock Falls and the People of the State of Illinois, Department of Transportation to enter into a binding agreement to transfer the Department's rights to the property hereinafter described.

See Attached Exhibit A

The Department will prepare the conveyance documents in accordance with 605 ILCS 5/4-508d and have them recorded in the Whiteside County Recorder's office.

The City of Rock Falls understands that the conveyance documents will include only property deemed necessary for public use. The City of Rock Falls agrees that the property must continue to be used for public purposes.

The City of Rock Falls further understands that no part of the transferred property can be vacated or disposed of without the approval of the Department, which may require compensation for non-public use. The deed of conveyance from the department to the City of Rock Falls will include specific language to reserve this right to approve future conveyance.

In order to document the City of Rock Falls acceptance of the property transfer, we ask that the City Council by Resolution or Ordinance, authorize you to sign the enclosed Letter of Intent.

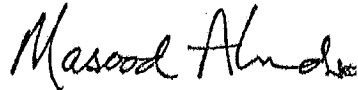
Honorable William B. Wescott
Mayor
City of Rock Falls
Page Two

Please return the copy with your original signature, as well as a copy of the City Council's Resolution or Ordinance, in the enclosed, self-addressed stamped envelope.

If you have any questions, please contact Jon Estrem, Acting Land Acquisition Manager, at 815/284-5516.

Sincerely,

Kevin Marchek, P.E.
Region Two Engineer



By: Masood Ahmad, P.E.
Program Development Engineer

MLO/ss
Enclosure

Please indicate the appropriate response by placing a check in the box adjacent to one of the alternatives listed below:

- The City of Rock Falls has reviewed the terms outlined in this Letter of Intent and requests the Department to proceed with the necessary work to transfer the property from the Department to the City of Rock Falls.
- The City of Rock Falls does NOT accept the terms outlined in this Letter of Intent and instructs the Department to take no further action.

Accepted: _____ Date: _____
City of Rock Falls

ORDINANCE NO. 2017 - 2338

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF AN INTEREST IN REAL ESTATE**

WHEREAS, the City of Rock Falls has heretofore purchased and acquired a parcel of real estate comprising 30 acres located adjacent to Illinois Route 40 and north of Interstate Route 88 in Section 3 of Montmorency Township, Whiteside County, Illinois; and

WHEREAS, the City has also heretofore entered into an agreement with the owners of additional real estate located adjacent to the 30 acre parcel by which the City has acquired the option to purchase additional real estate from those owners; and

WHEREAS, a 50% mineral interest in both the 30 acre parcel and the additional real estate in which the City holds an option to purchase is owned and held by The Prospect Company, so that the 30 acre parcel and the additional real estate in which the City owns an option to purchase presently retain only a 50% mineral interest; and

WHEREAS, the City Council has determined it is in the best interest of the City that the 50% mineral interest in the 30 acre parcel and the additional real estate, currently held and owned by The Prospect Company, be acquired by the City, so that future use and development of the real estate owned by the City or which may be acquired by the City will not be inhibited or burdened by outstanding mineral interests owned by other parties; and

WHEREAS, Section 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-76.1-1) authorizes the corporate authorities of the City of Rock Falls to purchase real or personal property for public purposes by adoption of an ordinance providing therefor to be approved by two-thirds vote of the corporate authorities; and

WHEREAS, The Prospect Company, owner of the outstanding 50% mineral interest described herein, has offered to sell said mineral interest to the City of Rock Falls for the sum of \$15,212.50, and the City Council of the City of Rock Falls, finds and determines that said payment is reasonable and necessary for the protection of the interests of the City in the real estate heretofore acquired or which may be acquired in the future;

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

1. The statements contained in the preamble paragraphs to this ordinance are found and declared to be accurate and correct and are hereby incorporated herein.
2. The Mayor and City Clerk are authorized and directed to execute all documents reasonably required and necessary in order to complete the purchase and acquisition by the City of the 50% mineral interest currently held and owned by The Prospect Company in the 30 acre parcel and in additional land adjacent to the 30 acre parcel in which the City holds an option to purchase, and to make payment to The Prospect Company of the sum of \$15,212.50 as compensation for said purchase.

3. The Mayor and City Clerk are authorized and directed to execute such additional documents, including escrow agreements, as may be reasonably necessary to consummate the purchase and acquisition of the mineral interest, and payment of the amount of \$15,212.50 to The Prospect Company for acquisition of said mineral interest is hereby authorized.

4. The City Clerk is directed to cause this ordinance to be published at least twice in the Sterling Daily Gazette.

5. This ordinance shall be effective 30 days after the date of the second publication of the ordinance within the Sterling Daily Gazette.

Passed this ____ day of _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

