

# City of Rock Falls

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

*Mayor*  
William B. Wescott  
815-380-5333

*City Administrator*  
Robbin Blackert  
815-564-1366



*City Clerk's Office*  
815-622-1100  
Ext. 4

*City Treasurer*  
Kay Abner  
815-622-1100

Rock Falls City Council Agenda  
Council Chambers  
603 W 10<sup>th</sup> Street, Rock Falls IL 61071

July 2, 2019  
6:30 p.m.

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

## Audience Requests

## Community Affairs

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

## Consent Agenda

1. Approval of the Minutes of the June 18, 2019 Regular Council Meeting
2. Approval of bills as presented
3. Resolution 2019-825 Authorizing Acceptance of the Transfer of Funds from the Rock Falls Industrial Development Commission to the City of Rock Falls Downtown Tax Increment Financing District

## Ordinance for Adoption:

1. Ordinance 2019-2431, Amending Chapter 22, Article V Increasing the Minimum Age for the Sale and Purchase of Tobacco Products, Electronic Cigarettes and Alternative Nicotine Products from 18 to 21

City Administrator Robbin Blackert

## Information/Correspondence

City Clerk's Office  
James Reese, City Attorney  
Brian Frickenstein, City Engineer

## Department Heads

Alderman Reports/Committee Chairman Requests

### Ward 1

Alderman Bill Wangelin

### Ward 2

Alderman Brian Snow

Alderman Glen Kuhlemier

### Ward 3

Alderman Jim Schuneman - Utilities Committee Chairman

1. Approval to waive the formal bid letting process for the Backwash Panels Upgrade/Replacement Project
2. Approve WesTech 3665 S West Temple, Salt Lake City, Utah 84115 to complete the Backwash Panels Upgrade/Replacement Project in the amount of \$68,334.00
3. Approve awarding the Haskell Avenue & Thomas Avenue Watermain Extension to Civil Constructors, Inc., 2283 US Rt 20, Freeport, Illinois 61032 as low bidder in the amount of \$76,358.20

Alderman Rod Kleckler

### Ward 4

Alderman Lee Folsom

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

1. Approval of job description for Business Office Department Head
2. Approval of job description for Accounting Clerk
3. Approval of job description for Tourism Assistant

### **Mayor's Report**

#### **Executive Session**

1. Personnel - Section 2(c)(1) Employee hiring, firing, compensation, discipline and performance
2. Section 2(c)(21) Review of Closed Session Minutes

### Adjournment

Next City Council meeting - July 16, 2019 at 6:30 p.m.

Posted 06/28/2019

Michelle Conklin, Deputy City Clerk

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

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

June 18, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. June 18, 2019 in the Council Chambers by Mayor William B. Wescott.

Deputy City Clerk Michelle Conklin called the roll following the pledge of allegiance. A quorum was present including Mayor William B. Wescott, Aldermen Wangelin, Snow, Kuhlemier, Schuneman, Kleckler, Folsom and Sobottka. In addition Attorney Matt Cole, Attorney Tim Zollinger and City Administrator Robbin Blackert were present.

Mayor Wescott opened the Public Hearing at 6:31 p.m. for the purpose of receiving written or oral comments regarding the proposed Appropriation Ordinance for the Fiscal Year commencing May 1, 2019 and ending April 30, 2020. There were no citizens present and there were no written comments received. Mayor Wescott closed the Public Hearing at 6:32 p.m.

Consent Agenda items 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the June 4, 2019 Regular Council Meeting
2. Approval of bills as presented

A motion was made by Alderman Folsom and second by Alderman Wangelin to approve consent agenda items 1 and 2.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Kuhlemier and second by Alderman Folsom to adopt Ordinance 2019-2425, Fiscal Year 2020 Appropriation Ordinance.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Sobottka to adopt Ordinance 2019-2426, Amending Chapter 4, Article 1, Section 4-1, Animal Harboring.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Schuneman to adopt Ordinance 2019-2427, Amending Section 16-1, Small Animal Store.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Folsom to adopt Ordinance 2019-2428, Amending Chapter 26, Article II and Chapter 32, Article IV, Sewer Pipe Excavation and Resurfacing Materials.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Wangelin and second by Alderman Sobottka to adopt Ordinance 2019-2429, Amending Chapter 32, Article VI, Section 32-502 by the Addition of Subsection (C), Violations.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Folsom to adopt Ordinance 2019-2430, Amending Chapter 32, Article II, Section 32-24 and Section 32-25, Relating to Reconnection Charges.

**Vote 7 aye, motion carried.**

City Administrator updated the City Council on the grants that the City has received to date. US EPA Clean Up Grant for the Limestone Property \$250,000.00, Member Initiative Grants from Representative McCombie for \$50,000.00 and Senator Anderson for \$60,000.00 to remodel restrooms at City Hall, Community Building and the shower room at the Fire Department, Police Grant for Body Cameras \$19,000.00, Tobacco Grant for \$1,540.00 and a Tourism Marketing Grant for \$20,000.00. Total grants in the amount of \$400,540.00. Administrator Blackert also invited everyone to attend the Ordinance-License-Personnel-Safety Committee Meeting on Thursday June 20, 2019 at 5:30 p.m., this will be the 1<sup>st</sup> discussion on the legalization of marijuana.

Alderman Wangelin stated that the IML Newly Elected Officials meeting that he and Alderman Sobottka attended was a very informative meeting.

Alderman Kuhlemier encouraged everyone to attend the Summer Splash events this weekend.

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to approve the Interconnection Agreement for Interconnection and Parallel Operation of Certified Invertor-Base Equipment between the City of Rock Falls and SolSystems, 1101 Connecticut Ave. NW, Suite 200, Washington, D.C. 20036.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to approve Change Order No. 1 from Gensini Excavating, 10602 Highway 26, Princeton, Illinois 61356 in the amount of \$6,000.00.

**Vote 7 aye, motion carried.**

Alderman Schuneman informed the Council that the APPA Convention that he attended provided very good information. He also encourages everyone to attend the Summer Splash events this weekend.

A motion was made by Alderman Kleckler and second by Alderman Wangelin to award the contract for Routing and Crack Filling to Professional Lot Maintenance, 2912 Woodlawn Road, Sterling, Illinois 61081 in the amount of \$1.29 per pound.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Kleckler and second by Alderman Schuneman to award the contract for the Sidewalk, Curb and Gutter Replacement to Porter Brothers Asphalt & Sealing, Inc., 1106 Industrial Park Drive, Rock Falls, Illinois 61071 in the amount of \$8.70 per square foot.

**Vote 7 aye, motion carried.**

Mayor Wescott presented the 2019-2020 Standing Committees

Utility Committee

Alderman Jim Schuneman, Chair  
Alderman Glen Kuhlemier  
Alderman Bill Wangelin  
Mayor Bill Wescott  
Tom Myers, Business Rep  
Shane Brown, Rural Resident  
Kim Groharing, City Resident  
City Administrator Robbin Blackert

Finance/Insurance

Alderman Glen Kuhlemier, Chair  
Alderman Rod Kleckler  
Alderman Bill Wangelin

Building Code Committee

Alderman Brian Snow, Chair  
Alderman Rod Kleckler  
Alderman Violet Sobottka  
Building Inspector Mark Searing  
Chris King, Citizen  
Sally Scanlon, Citizen

Industrial Development Commission

Michael Clark, Sauk Valley Bank (04/30/2019 - 04/30/2024)  
Alderman Glen Kuhlemier (04/30/2019 - 04/30/2024)

Planning & Zoning Commission

Charles Koehler (04/30/2019 - 04/30/2023)  
Mark Vandersnick (04/30/2019 - 04/30/2023)  
Tony Sosi (04/30/2019 - 04/30/2023)

A motion was made by Alderman Folsom and second by Alderman Schuneman to approve the Mayor's committee appointments as presented.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Folsom to enter into an Interlocal Contract with HGACBuy, 35555 Timmons Lane, Suite 120, Houston, Texas 77027 for Cooperative Purchasing.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Folsom and second by Alderman Sobottka to adjourn.

**Viva Voce Vote, motion carried. (6:53 p.m.)**



Michelle K. Conklin, Deputy City Clerk

Ordinance/License/Personnel/Safety

Alderman Violet Sobottka, Chair  
Alderman Bill Wangelin  
Alderman Brian Snow

Public Works/Public Property

Alderman Rod Kleckler, Chair  
Alderman Lee Folsom  
Alderman Bill Wangelin

Police/Fire Committee

Alderman Lee Folsom, Chair  
Alderman Rod Kleckler  
Alderman Bill Wangelin

Tourism Committee

Alderman Jim Schuneman, Chair  
Alderman Glen Kuhlemier  
Brian Tribble, Citizen  
Mike Sterba, Citizen  
Amy Williamson, Holiday Inn & Suites Rep  
Michelle Kreczmer, Coloma Park District  
Bethany Bland, Chamber of Commerce

CITY OF ROCK FALLS

Rock Falls, Illinois July 2, 2019

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:

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Tourism		\$12,609.65
General Fund		\$40,935.52
Electric		\$700,637.19
Fiber Optic Broadband	Taxable	\$967.85
Fiber Optic Broadband	Tax Exempt	\$6,048.75
Sewer		\$30,421.57
Water		\$31,404.31
Garbage		\$41,991.74
Customer Service Center		\$1,434.42
Customer Utility Deposits		<u>\$289.23</u>
		\$866,740.23

Alderman Kuhlemier  
Alderman Kleckler  
Alderman Wangelin

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/21/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	4.45
200	COM ED	185.81	23.54
2528	LAMAR ADVERTISING COMPANY	1,462.00	1,462.00
4047	BLACKHAWK HILLS		30.00
5015	CARD SERVICE CENTER	6,920.83	2,129.15
5032	COMCAST	666.84	4.80
5265	ONMEDIA		2,000.00
T0003454	TERRY HICKS		1,000.00
T0004786	MATTHEW HICKS		500.00
	TOURISM		7,153.94
GENERAL FUND			
01	ADMINISTRATION		
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	4.45
4972	ROBBIN BLACKERT	80.00	40.00
5015	CARD SERVICE CENTER	6,920.83	579.49
5032	COMCAST	666.84	4.80
621	MUNICIPAL CODE CORPORATION		275.00
	ADMINISTRATION		903.74
02	CITY ADMINISTRATOR		
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	2.23
5032	COMCAST	666.84	2.40
	CITY ADMINISTRATOR		4.63
04	BUILDING		
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	8.89
2699	WHITESIDE COUNTY HEALTH DEPT	810.00	105.00
5032	COMCAST	666.84	9.61
5253	WEX BANK	5,599.43	64.64
	BUILDING		188.14
05	CITY CLERK'S OFFICE		

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 06/21/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	8.89
2699	WHITESIDE COUNTY HEALTH DEPT	810.00	105.00
5015	CARD SERVICE CENTER	6,920.83	83.06
5032	COMCAST	666.84	9.61
	CITY CLERK'S OFFICE		206.56
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	983.56
1448	IL DEPT OF INNOVATION &	796.86	398.43
2699	WHITESIDE COUNTY HEALTH DEPT	810.00	525.00
350	GISI BROS. INC.	2,106.13	859.48
4796	VERIZON WIRELESS	1,332.44	319.36
5015	CARD SERVICE CENTER	6,920.83	1,004.06
5032	COMCAST	666.84	74.39
5110	KUNES COUNTRY AUTO GROUP	9,070.14	2,484.82
5253	WEX BANK	5,599.43	2,657.23
55	ARAMARK UNIFORM SERVICES, INC.	1,740.54	101.57
	POLICE		9,407.90
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	725.00	725.00
	CODE HEARING DEPARTMENT		725.00
10	STREET		
1224	AIRGAS USA LLC	264.56	63.57
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	631.95
1466	ALARM DETECTION SYSTEMS, INC.	2,677.20	470.73
194	GRUMMERT'S HARDWARE - R.F.	1,739.94	7.68
2606	MIKE'S REPAIR SERVICE	7,847.38	48.02
2699	WHITESIDE COUNTY HEALTH DEPT	810.00	50.00
4578	STERLING COMMERCIAL ROOFING	4,492.00	3,980.00
4707	KIMBALL MIDWEST	2,298.65	86.72
4796	VERIZON WIRELESS	1,332.44	63.47
5032	COMCAST	666.84	4.80
5253	WEX BANK	5,599.43	510.50



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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 06/21/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
10	STREET		
55	ARAMARK UNIFORM SERVICES, INC.	1,740.54	244.05
651	NICOR	6,156.24	99.17
T0002936	TECHNO PLY LTD	2,852.12	949.16
	STREET		7,209.82
12	PUBLIC PROPERTY		
1052	SAUK VALLEY MEDIA	4,165.40	122.85
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	5,563.26
5015	CARD SERVICE CENTER	6,920.83	93.02
T0003035	BYERS ENTERPRISES LLC	270.00	325.00
	PUBLIC PROPERTY		6,104.13
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	999.99
194	GRUMMERT'S HARDWARE - R.F.	1,739.94	10.41
2301	STERLING NAPA		42.89
2699	WHITESIDE COUNTY HEALTH DEPT	810.00	55.00
4385	DINGES FIRE COMPANY	208.99	5,923.20
5015	CARD SERVICE CENTER	6,920.83	72.72
5032	COMCAST	666.84	36.72
5253	WEX BANK	5,599.43	599.82
638	NFPA		175.00
	FIRE		7,915.75
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	239.95	99.64
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	8,443.28
1493	WILLIAM & MARY COMPUTER CENTER	5,793.76	395.00
194	GRUMMERT'S HARDWARE - R.F.	1,739.94	23.29
2140	MCMASTER-CARR SUPPLY	239.22	532.42
219	CRESCENT ELECTRIC	38.74	159.66
2557	ASPLUNDH TREE EXPERT CO.		56,754.37
283	ANIXTER INC		456.60
34	ALTORFER INC.	11,793.92	694.00

INVOICES DUE ON/BEFORE 06/21/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4215	POWER LINE SUPPLY	2,415.00	537.09
423	AT&T	2,182.60	167.79
437	ILLINOIS MUNICIPAL ELECTRIC	331,839.16	357,457.43
4695	ROLYAN BUOYS		5,441.20
4795	WESTWOOD MACHINE & TOOL CO	1,171.00	23,711.00
4796	VERIZON WIRELESS	1,332.44	1,733.96
4845	JAMES SCHUNEMAN		84.25
4964	EMEDCO INC		1,105.86
4995	CLOUDPOINT GEOGRAPHICS INC	5,544.25	1,629.34
5003	PIRTANO	63,090.68	8,795.00
5008	POWER SYSTEM ENGINEERING INC	2,310.00	23,600.13
5015	CARD SERVICE CENTER	6,920.83	4,604.78
5018	USIC LOCATING SERVICES LLC	1,981.20	1,449.56
5022	AIMS MECHANICAL, LLC	214,396.00	91,210.00
5032	COMCAST	666.84	24.02
5040	SIMMERS CRANE DESIGN & SERVICE		796.07
5060	SAUK VALLEY PEST CONTROL INC	540.00	80.00
5194	BALLER STOKES & LIDE		612.50
5210	RITZ SAFETY LLC CLEVELAND	396.42	2,236.77
5234	IMPERIAL CRANE SERVICES INC	4,750.00	6,850.00
5253	WEX BANK	5,599.43	1,209.12
5260	ISCO INDUSTRIES INC		37,652.00
651	NICOR	6,156.24	75.13
66	STERLING CHEVROLET CO.		39.54
795	SBM BUSINESS EQUIPMENT CENTER	2,236.90	179.18
906	T & R SERVICE	2,227.00	60.00
T0001201	ERIC BIRD		66.53
T0001279	PORTER BROTHERS ASPHALT		4,311.00
T0005136	BAYA URGENT CARE LLC		145.00
	OPERATION & MAINTENANCE		643,422.51
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
2714	ESRI		700.00
4796	VERIZON WIRELESS	1,332.44	126.94
5015	CARD SERVICE CENTER	6,920.83	27.98
5253	WEX BANK	5,599.43	70.29
	FIBER OPTIC BROADBAND/TAXABLE		925.21

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
FIBER OPTIC	BROADBAND/TXEXEMPT		
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5015	CARD SERVICE CENTER	6,920.83	298.53
5218	COMMUNICATIONS & ELECTRICAL	466.37	5,750.22
	FIBER OPTIC BROADBAND/TXEXEMPT		6,048.75
SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	12,614.84	969.00
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	22,836.57
194	GRUMMERT'S HARDWARE - R.F.	1,739.94	92.18
200	COM ED	185.81	151.29
2655	MISSISSIPPI VALLEY PUMP, INC.	399.00	494.00
2699	WHITESIDE COUNTY HEALTH DEPT	810.00	105.00
2718	TOM ROWZEE		119.00
34	ALTORFER INC.	11,793.92	427.48
423	AT&T	2,182.60	884.28
4796	VERIZON WIRELESS	1,332.44	163.32
4995	CLOUDPOINT GEOGRAPHICS INC	5,544.25	1,629.33
5032	COMCAST	666.84	16.82
5253	WEX BANK	5,599.43	574.18
	OPERATION & MAINTENANCE		28,462.45
WATER FUND			
40	WATER		
1165	CEC OF THE SAUK VALLEY INC	12,614.84	568.35
4361	FERGUSON WATERWORKS #2516	31,279.17	59.20
631	MURRAY & SONS EXCAVATING, INC	36,726.45	1,080.00
	WATER		1,707.55
48 OPERATION & MAINTENANCE			
1165	CEC OF THE SAUK VALLEY INC	12,614.84	108.00
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	7,007.30
1740	VIKING CHEMICAL CO	1,103.00	726.50
194	GRUMMERT'S HARDWARE - R.F.	1,739.94	32.05
2451	MENARDS	982.15	129.98
34	ALTORFER INC.	11,793.92	74.46

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INVOICES DUE ON/BEFORE 06/21/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
4207	O'REILLY AUTOMOTIVE INC	923.43	42.99
4414	MCCROMETER INC		2,610.77
4707	KIMBALL MIDWEST	2,298.65	133.29
4995	CLOUDPOINT GEOGRAPHICS INC	5,544.25	1,629.33
5032	COMCAST	666.84	12.01
5171	POLLARD WATER	3,296.63	951.18
5253	WEX BANK	5,599.43	319.44
55	ARAMARK UNIFORM SERVICES, INC.	1,740.54	224.41
631	MURRAY & SONS EXCAVATING, INC	36,726.45	4,368.00
	OPERATION & MAINTENANCE		18,369.71
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	45,890.90	41,909.24
	GARBAGE		41,909.24
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1289	CITY OF ROCK FALLS UTILITIES	53,239.07	15.55
2699	WHITESIDE COUNTY HEALTH DEPT	810.00	525.00
5015	CARD SERVICE CENTER	6,920.83	362.32
5032	COMCAST	666.84	16.82
	CUSTOMER SERVICE CENTER		919.69
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0001198	STEVE HICE		105.71
T0003306	LONNIE L BANNICK		5.10
T0004514	HUD C/O PK MGMT		121.18
	CUSTOMER UTILITY DEPOSITS		231.99
	TOTAL ALL DEPARTMENTS		781,816.71

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INVOICES DUE ON/BEFORE 06/28/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
440	IMUA	500.00	42.64
5032	COMCAST	883.64	5.29
5178	COMCAST BUSINESS	1,190.61	37.78
5266	OTOCAST LLC		800.00
5268	KOLONI INC		4,420.00
T0005138	KYLE MORGAN		150.00
	TOURISM		5,455.71
GENERAL FUND			
01	ADMINISTRATION		
4302	ROCK FALLS OPTIMIST CLUB	500.00	20.00
4310	PITNEY BOWES	503.50	1,008.50
440	IMUA	500.00	85.28
5032	COMCAST	883.64	5.29
5178	COMCAST BUSINESS	1,190.61	37.78
795	SBM BUSINESS EQUIPMENT CENTER	2,416.08	41.99
	ADMINISTRATION		1,198.84
02	CITY ADMINISTRATOR		
5032	COMCAST	883.64	2.65
5178	COMCAST BUSINESS	1,190.61	37.78
795	SBM BUSINESS EQUIPMENT CENTER	2,416.08	41.99
	CITY ADMINISTRATOR		82.42
04	BUILDING		
2699	WHITESIDE COUNTY HEALTH DEPT	2,280.00	105.00
440	IMUA	500.00	127.93
5032	COMCAST	883.64	10.58
5178	COMCAST BUSINESS	1,190.61	75.64
5220	TECHNOLOGY FINANCE CORP	1,186.94	30.43
	BUILDING		349.58
05	CITY CLERK'S OFFICE		

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-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
2699	WHITESIDE COUNTY HEALTH DEPT	2,280.00	50.00
440	IMUA	500.00	85.28
5032	COMCAST	883.64	10.58
5178	COMCAST BUSINESS	1,190.61	75.64
	CITY CLERK'S OFFICE		221.50
06	POLICE		
1853	MOORE TIRES INC.	926.72	23.28
2451	MENARDS	1,112.13	84.98
2699	WHITESIDE COUNTY HEALTH DEPT	2,280.00	50.00
2985	WALMART COMMUNITY/SYNCB	477.57	56.57
440	IMUA	500.00	682.26
5032	COMCAST	883.64	81.92
5178	COMCAST BUSINESS	1,190.61	151.16
683	P. F. PETTIBONE & CO.	514.15	17.00
T0004303	HOLLAND AUTOMOTIVE		90.00
	POLICE		1,237.17
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	1,905.55	13.92
2771	WINDSTREAM	543.35	147.51
2985	WALMART COMMUNITY/SYNCB	477.57	44.73
440	IMUA	500.00	213.21
5032	COMCAST	883.64	5.29
5178	COMCAST BUSINESS	1,190.61	37.78
5220	TECHNOLOGY FINANCE CORP	1,186.94	243.47
55	ARAMARK UNIFORM SERVICES, INC.	2,310.57	115.64
651	NICOR	6,156.24	99.17
852	S.J. SMITH CO INC	221.55	105.80
	STREET		1,026.52
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	1,905.55	11.69
423	AT&T	3,234.67	410.21
4451	DAVIS COMPLETE INC		1,500.00

DATE: 06/27/19  
TIME: 14:13:13  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 06/28/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
12	PUBLIC PROPERTY		
4651	MOST PLUMBING & MECHANICAL LLC	7,714.43	146.30
	PUBLIC PROPERTY		2,068.20
13	FIRE		
2985	WALMART COMMUNITY/SYNCB	477.57	392.43
4796	VERIZON WIRELESS	3,739.49	167.44
5032	COMCAST	883.64	18.52
5178	COMCAST BUSINESS	1,190.61	113.34
724	RANDY'S TRUCK REPAIR, INC.		866.61
956	UNIFORM DEN INC		400.78
	FIRE		1,959.12
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	473.00	86.00
	BUILDING CODE DEMOLITION FUND		86.00
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	33.80	40.50
	EMPLOYEE GROUP INS		40.50
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1255	VERMEER SALES & SERVICE OF		819.68
194	GRUMMERT'S HARDWARE - R.F.	1,905.55	15.83
2140	MCMASTER-CARR SUPPLY	771.64	409.28
2771	WINDSTREAM	543.35	243.56
283	ANIXTER INC	456.60	3,733.20
2985	WALMART COMMUNITY/SYNCB	477.57	28.18
4215	POWER LINE SUPPLY	2,952.09	3,179.04
440	IMUA	500.00	383.77

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 TIME: 14:13:13  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/28/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4528	MODERN SHOE SHOP		184.49
5003	PIRTANO	71,885.68	6,025.00
5022	AIMS MECHANICAL, LLC	305,606.00	41,330.00
5032	COMCAST	883.64	26.46
5178	COMCAST BUSINESS	1,190.61	75.64
5220	TECHNOLOGY FINANCE CORP	1,186.94	517.39
651	NICOR	6,156.24	101.30
825	ILLINOIS SECRETARY OF STATE		103.00
T0004002	MARTIN PRECAST SERVICES		38.86
	OPERATION & MAINTENANCE		57,214.68
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
440	IMUA	500.00	42.64
	FIBER OPTIC BROADBAND/TAXABLE		42.64
SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	1,905.55	2.70
2015	MARTY THURM		251.55
2517	PRAIRIE HILL RDF	3,214.64	522.22
2985	WALMART COMMUNITY/SYNCB	477.57	122.90
34	ALTORFER INC.	12,989.86	267.18
4210	NCL OF WISCONSIN		264.43
440	IMUA	500.00	213.21
4796	VERIZON WIRELESS	3,739.49	76.02
5032	COMCAST	883.64	18.52
5178	COMCAST BUSINESS	1,190.61	37.78
5220	TECHNOLOGY FINANCE CORP	1,186.94	182.61
	OPERATION & MAINTENANCE		1,959.12
WATER FUND			
40	WATER		
1151	SMITH ECOLOGICAL SYSTEMS CO		5,306.11
2449	CORE & MAIN LP		3,939.56
	WATER		9,245.67



DATE: 06/27/19  
TIME: 14:13:13  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 06/28/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
2771	WINDSTREAM	543.35	152.84
2985	WALMART COMMUNITY/SYNCB	477.57	131.78
423	AT&T	3,234.67	612.20
440	IMUA	500.00	213.21
4796	VERIZON WIRELESS	3,739.49	114.03
5032	COMCAST	883.64	13.23
5141	CINTAS CORPORATION	137.08	354.68
5176	DIRECT IN SUPPLY		238.59
5178	COMCAST BUSINESS	1,190.61	37.78
5220	TECHNOLOGY FINANCE CORP	1,186.94	213.04
	OPERATION & MAINTENANCE		2,081.38
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	87,800.14	82.50
	GARBAGE		82.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2699	WHITESIDE COUNTY HEALTH DEPT	2,280.00	250.00
440	IMUA	500.00	170.57
5032	COMCAST	883.64	18.52
5178	COMCAST BUSINESS	1,190.61	75.64
	CUSTOMER SERVICE CENTER		514.73
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005137	VINCENT KRAUSE		57.24
	CUSTOMER UTILITY DEPOSITS		57.24
	TOTAL ALL DEPARTMENTS		84,923.52

**RESOLUTION NO. 2019-825**

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE TRANSFER OF FUNDS  
FROM THE ROCK FALLS INDUSTRIAL DEVELOPMENT COMMISSION  
TO THE CITY OF ROCK FALLS DOWNTOWN TAX INCREMENT  
FINANCING DISTRICT**

**WHEREAS**, the City has established an Industrial Development Commission pursuant to 65 ILCS 5/11-74-4; and

**WHEREAS**, the Industrial Development Commission has recently successfully sold various parcels of real property owned by it for development purposes as contemplated by Section 2-516 *et seq* of the City Municipal Code; and

**WHEREAS**, as a result of the sale of such real properties, there currently exists a surplus of funds in the Industrial Development Commission Fund; and

**WHEREAS**, the Mayor and City Council have duly considered the needs of the City relative to investment of funds and deem it appropriate and necessary, for economic development purposes within the Downtown Tax Increment Financing District, upon approval by the members of the Industrial Development Commission, to accept transfer of surplus Industrial Development Commission funds; and

**WHEREAS**, the City finds it in the best interests of the citizens of the City to authorize acceptance of the transfer of the sum of \$500,000.00 from the Industrial Development Commission Fund into the City of Rock Falls Downtown Tax Increment Financing District Fund.

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

1. Upon approval by the Industrial Development Commission, the City, by and through its officers and agents, hereby accepts the transfer of the sum of \$500,000.00 from the Industrial Development Commission Fund and placement into the City of Rock Falls Downtown Tax Increment Financing District Fund.

2. The City, by and through its officers and agents, is further authorized to execute whatever documentation which may be needful or appropriate to effect acceptance of the described transfer of said designated sum of funds and deposit the same into the Downtown Tax Increment Financing District.

3. Be it further resolved that the City finds that all other recitals contained in the preamble to this Resolution are full, true, and correct, and hereby incorporates them into this Resolution by this reference.

4. Be it further resolved that the City Clerk is hereby authorized to provide a certified copy of this Resolution to any party so requesting.

5. Be it further resolved that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

6. Be it further resolved that this resolution shall be in full force and effect from and after its passage and approval and publication as required by law.

This resolution read and approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor

ATTEST:

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City Clerk

CITY OF ROCK FALLS

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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE TRANSFER OF FUNDS  
FROM THE ROCK FALLS INDUSTRIAL DEVELOPMENT COMMISSION  
TO THE CITY OF ROCK FALLS DOWNTOWN TAX INCREMENT  
FINANCING DISTRICT**

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ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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**ORDINANCE AMENDING CHAPTER 22, ARTICLE V  
OF THE ROCK FALL CITY CODE  
INCREASING THE MINIMUM AGE FOR THE SALE AND PURCHASE OF  
TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND  
ALTERNATIVE NICOTINE PRODUCTS FROM 18 TO 21**

**WHEREAS**, on April 8, 2019, the General Assembly of the State of Illinois enacted Public Act 101-0002 (the "Act") which increases the minimum age for the sale and purchase of tobacco products, electronic cigarettes and alternative nicotine products within the State of Illinois from eighteen (18) to twenty-one (21) years of age; and

**WHEREAS**, the Act will take effect beginning on July 1, 2019; and

**WHEREAS**, Chapter 22, Article V of the Rock Falls City Code currently permits the sale and purchase of tobacco products within the City limits to persons eighteen (18) years of age and older; and

**WHEREAS**, to comply with the Act, the Mayor and City Council of the City of Rock Falls desire to amend the Rock Falls City Code to increase the minimum age for the sale and purchase of tobacco products, including electronic cigarettes and alternative nicotine products within the City limits from eighteen (18) to twenty-one (21), effective as of July 1, 2019.

**NOW, THEREFORE**, be it ordained by the Mayor and City Council of the City of Rock Falls as follows:

**SECTION 1:** The preambles to this Ordinance are true and correct and are hereby incorporated into this section as if fully set forth herein.

**SECTION 2:** That Chapter 22, Article V, Section 22-127 of the Rock Falls City Code, as amended, be further amended to read as follows:

**"Sec. 22-127. – Legislative finding and declaration.**

- (a) The mayor and council expressly find and declare that:
- (1) Cigarette smoking has been determined to be dangerous to human health;
  - (2) There exists substantial scientific evidence that the use of tobacco products causes cancer, heart disease and various other medical disorders;
  - (3) The Surgeon General of the United States has declared that nicotine addiction from tobacco is similar to addiction to cocaine, and is the most widespread example of drug dependence in this country;

- (4) The director of the National Institute of Drug Abuse concluded that the majority of the 320,000 Americans who die each year from cigarette smoking became addicted to nicotine as adolescents before the age of legal consent;
  - (5) The National Institute on Drug Abuse found that cigarette smoking precedes and may be predictive of adolescent illicit drug use; and
  - (6) The present legislative scheme of prohibiting sales of tobacco products to persons under the age of 21 has proven ineffective in preventing such persons from using tobacco products.
- (b) The enactment of the ordinance from which this Article is derived directly pertains to and is in furtherance of the health, welfare and safety of the residents of the city, particularly those residents under 21 years of age.”

**SECTION 3:** That Chapter 22, Article V, Section 22-128 of the Rock Falls City Code, as amended, is amended to read as follows:

**“Sec. 22-128. – Definitions.**

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

*Alternative nicotine product* means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. “Alternative nicotine product” does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act (35 ILCS 130/1) and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995 (35 ILCS 143/10-5); tobacco product and electronic cigarette as defined herein; or any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and which is being marketed and sold solely for that approved purpose.

*Electronic cigarette* means:

- (1) any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation;
- (2) any cartridge or container of a solution or substance intended to be used with or in the device to refill the device; or
- (3) any solution or substance, whether or not it contains nicotine intended for use in the device.

“Electronic cigarette” includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product

or device, and any components or parts that can be used to build the product or device. "Electronic cigarette" does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act (35 ILCS 130/1) and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995 (35 ILCS 143/10-5); tobacco product and electronic cigarette as defined herein; or any product approved by the United State Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and which is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and is being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et. seq.).

*Licensee* means a holder of a license to sell tobacco products, electronic cigarettes, or alternative nicotine products issued pursuant to Chapter 16, Article IV, Division 7 of the Rock Falls Municipal Code.

*Smoking herbs* means all substances of plant origin and their derivatives, including, but not limited to, broom, calea, California poppy, damiana, hops, ginseng, lobelia, jimson weed and other members of the Datura genus, passion flower and wild lettuce, which are processed or sold primarily for use as smoking materials.

*Tobacco accessories* shall mean cigarette papers, pipes, holders of smoking materials of all types, cigarette rolling machines, and other items, designed primarily for the smoking or ingestion of tobacco products or of substances made illegal under any statute or of substances whose sale, gift, barter, or exchange is made unlawful under this Article.

*Tobacco product or tobacco products* means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include: an electronic cigarette and alternative nicotine product as defined in this section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and which is being marketed and sold solely for that approved purpose.

*Vending machine* means any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products.

**SECTION 4:** That Chapter 22, Article V, Section 22-129 of the Rock Falls City Code, as amended, is amended to read as follows:

**"Sec. 22-129. – Prohibited sales, delivery, signs.**

- (a) No person shall knowingly sell, barter, exchange, deliver or give away or cause or permit or procure to be sold, bartered, exchanged, delivered, or given away tobacco products, electronic cigarettes, alternative nicotine

products, tobacco accessories, or smoking herbs to any person under the age of 21 years.

- (b) No person in the furtherance or facilitation of obtaining any tobacco product, electronic cigarette, tobacco accessory, alternative nicotine product or smoking herbs shall display or use a false or forged identification card or transfer, alter, or deface an identification card.
- (c) Any person, firm, partnership, company or corporation operating a place of business where tobacco products, electronic cigarettes, alternative nicotine products, tobacco accessories and smoking herbs are sold or offered for sale shall post in a conspicuous place upon the premises a sign upon which there shall be imprinted the following statement:

"SALE OF TOBACCO ACCESSORIES AND SMOKING HERBS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE OR THE MISREPRESENTATION OF AGE TO PROCURE SUCH A SALE IS PROHIBITED BY LAW".

The sign shall be printed on a white card in red letters at least one-half-inch in height.

- (h) A violation of this section shall be punishable as a Class C violation as provided in section 1-41."

**SECTION 5:** That Chapter 22, Article V, Section 22-130 of the Rock Falls City Code, as amended, is amended to read as follows:

**"Sec. 22-130. – Purchase by persons under the age of 21 prohibited.**

- (a) It shall be unlawful for any person under the age of 21 years to purchase tobacco products, electronic cigarettes, alternative nicotine products, tobacco accessories or smoking herbs, or to misrepresent his or her identity or age, or use any false or altered identification for the purpose of purchasing tobacco products, electronic cigarettes, alternative nicotine products, tobacco accessories or smoking herbs.
- (b) A violation of this section shall be punishable as a Class C violation as provided in section 1-41."

**SECTION 6:** That Chapter 22, Article V, Section 22-131 of the Rock Falls City Code, as amended, is hereby repealed in its entirety.

**SECTION 7:** That Chapter 22, Article V, Section 22-132 of the Rock Falls City Code, as amended, is amended to read as follows:

**"Sec. 22-132. – Proximity to certain institutions.**



It shall be unlawful for any person to sell, offer for sale, give away or deliver tobacco products, electronic cigarettes, alternative nicotine products, tobacco accessories or smoking herbs within 100 feet of any school premises, child care facility or other building used for education or recreational programs for persons under the age of 21 years.”

**SECTION 8:** That Chapter 22, Article V, Section 22-134 of the Rock Falls City Code, as amended, is amended to read as follows:

**“Sec. 22-134. – Vending machines; locking devices.**

It shall be unlawful for any licensee to sell or offer for sale, give away, deliver or to keep with the intention of selling, giving away or delivering tobacco products, electronic cigarettes, alternative nicotine products, tobacco accessories or smoking herbs by use of a vending machine, unless such vending machine is equipped with a manual, electric or electronic locking device controlled by the licensee so as to prevent its operation by persons under the age of 21 years; provided, however, a vending machine located at any premises from which persons under the age of 21 years are prohibited by law, or premises where the public is generally not permitted and where vending machines are strictly for the use of employees of the business located at such premises, shall be exempt from the requirements of this section.”

**SECTION 9:** That Chapter 22, Article V, Section 22-135(b) of the Rock Falls City Code, as amended, is amended to read as follows:

“(b) Violations of section 22-129 or 22-130 with respect to the purchase or sale of tobacco products, electronic cigarettes, alternative nicotine products, tobacco accessories or smoking herbs by a person under 21 years of age shall be punishable by a \$100.00 fine.”

**SECTION 10:** 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 11:** The City Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 12:** 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

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CITY OF ROCK FALLS

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ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING CHAPTER 22, ARTICLE V  
OF THE ROCK FALL CITY CODE  
INCREASING THE MINIMUM AGE FOR THE SALE AND PURCHASE OF  
TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND  
ALTERNATIVE NICOTINE PRODUCTS FROM 18 TO 21**

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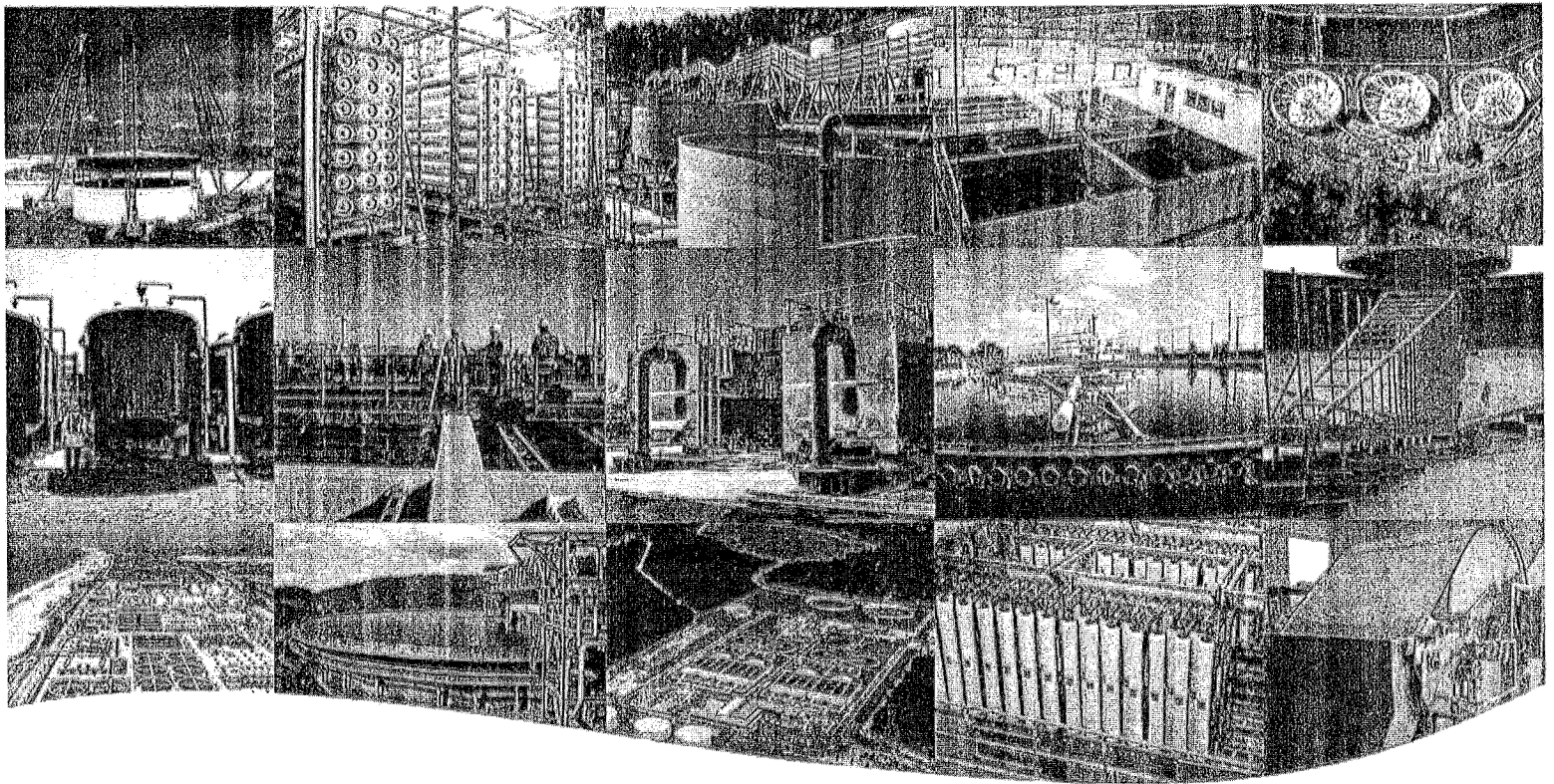
ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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# Rock Falls

Illinois

**Represented by**  
Pete Lynch  
LAI, Ltd.  
Rolling Meadows, Illinois  
(847) 392-0990  
plynch@lai-ltd.com

**Furnished by**  
Tom Dumbaugh  
tdumbaugh@westech-inc.com

**WESTECH**

WesTech Opportunity Number: 1930271  
Friday, June 14, 2019



## Item A – One (1) Control Panel, Model MISC Control

The following is to replace two original control panels (General Filter Job Number N92-76 and 100157) with this one new panel.

Skid Mounted Filter Control Panel Scope of Supply		
Quantity	Number of Units Controlled	Operational Modes
1	3 Filters	Manual, semi-automatic, automatic
Feature	Description	Notes
Housing	NEMA 12 painted steel	Wall mounted
PLC	Allen Bradley CompactLogix	Complete with I/O
OIT	Allen Bradley PanelView Plus 1000	Will graphically represent all buttons, lights, switches, etc.
UPS	Included	15 minute minimum
SCADA interface	Available	Via Allen Bradley ETHERNET/IP protocol

120V, 1 ph supply power to control panel is not by WesTech. Interconnecting wiring and conduit from existing systems to panel is not by WesTech.

WesTech Trips to the Site		
Total Trips	Total Days On-Site	Includes
2	7	Installation inspection, startup, instruction of plant personnel, and training

### Comments/Clarifications

- Availability of equipment components specified may dictate substitutions of equal quality at the discretion of WesTech.
- All hardware is crated and shipped to the jobsite for assembly by the contractor.

**Note: Any Item Not Listed Above to Be Furnished by Others.**

### Items Not Furnished by WesTech

1. Unloading of equipment from delivering carrier, protected storage of equipment, installation, supervision of installation
2. Motor control center, motor starters, disconnects, systems integrator equipment, electrical wiring and conduit, telemetering equipment, level controls, supports for controls

*This proposal has been reviewed and is approved for issue by Darrell Christianson on June 14, 2019.*

# Firm Pricing

Proposal Name: Rock Falls  
 Proposal Number: 1930271  
 Friday, June 14, 2019

## 1. Bidder's Contact Information

Company Name	WesTech Engineering, Inc.
Contact Name	Tom Dumbaugh
Phone	801.265.1000
Email	tdumbaugh@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

## 2. Pricing

Currency	US Dollars
<b>Scope of Supply</b>	
A (1) Control Panel, Model MISC Control	\$ 68,334.00
Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are for a period not to exceed 60 days from date of proposal.

## Field Service

Daily Rate	\$1,200
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Prices do not include field service unless noted, but it is available at the daily rate plus expenses. The customer will be charged for a minimum of three days for time at the jobsite. Travel will be billed at the daily rate. Any canceled charges due to the customer's request will be added to the invoice. The greater of visa procurement time or a two week notice is required prior to trip departure date.

## 3. Payment Terms

Submittals Approved	15%
Release for Fabrication	35%
Net 30 days from Shipment	50%

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

## 4. Schedule

Submittals, after PO receipt	6 to 8 Weeks
Customer Review Period	2 weeks
Ready to Ship, after Submittal Approval	12 to 14 weeks
<b>Total Weeks from PO to Shipment</b>	<b>20 to 24 weeks</b>

**Terms & Conditions:** This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

**Freight:** Prices quoted are **F.O.B. shipping point** with freight allowed to a readily accessible location nearest to jobsite. All claims for damage or loss in shipment shall be initiated by purchaser.

**Paint:** If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

# One-Year Warranty

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WesTech equipment is backed by WesTech's reputation as a quality manufacturer, and by many years of experience in the design of reliable equipment.

Equipment manufactured or sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which WesTech's examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or eighteen (18) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon WesTech's estimate of the percentage of normal service life realized from the part. WesTech's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

**This warranty is expressly made by WesTech and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. WesTech neither assumes nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.**

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc. makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.



# Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. PARTIES TO CONTRACT:** WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

**4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

**5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.

**7. ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price

increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

**8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

**9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be

**WESTECH**

Proposal No. 1930271

considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**11. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

**12. TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

**13. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**14. SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**15. WARRANTY:** WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE,

WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

**16. PATENTS:** WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

**17. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

**18. CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

**WESTECH**

Proposal No. 1930271

**19. RETURN OF PRODUCTS:** No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

**20. BACKCHARGES:** WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

**21. INDEMNIFICATION:** Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**22. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**23. MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

**24. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**25. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of

\$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

**26. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

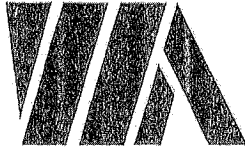
CITY OF ROCK FALLS, ILLINOIS  
 WATER SYSTEM IMPROVEMENTS  
 HASKELL AVENUE AND THOMAS AVENUE  
 WATERMAIN EXTENSIONS  
 WHA No. 1019D18

TABULATION OF BIDS

BID OPENING: June 14, 2019  
 11:00 a.m.  
 Rock Falls City Hall

CONTRACTOR				Engineer's Estimate	Civil Constructors, Inc.	Martin & Company Excavating					
ADDENDA NOS.	0				✓	✓					
SIGNATURE PAGE	00 41 13-4				✓	✓					
BID BOND	00 41 50-1-2				✓	✓					
TAX CERTIFICATION	00 41 60-1				✓	✓					
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	00 41 70-1				✓	✓					
STATEMENT OF BIDDER'S QUALIFICATIONS	00 41 80-1-2				✓	✓					
ITEM				QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Watermain, 6" Dia.			108	L.F.	65.00	7,020.00	120.00	12,960.00	77.00	8,316.00
2	Watermain, 6" Dia., Directionally Bored			353	L.F.	80.00	28,240.00	79.00	27,887.00	91.00	32,123.00
3	Watermain Quality Casing Pipe, 12" Dia.			58	L.F.	110.00	6,380.00	87.00	5,046.00	95.00	5,510.00
4	Water Service, 1" Dia.			26	L.F.	50.00	1,300.00	27.00	702.00	50.00	1,300.00
5	Corp. Stop, Curb Stop and Box, 1" Dia.			2	Each	1,000.00	2,000.00	1,700.00	3,400.00	950.00	1,900.00
6	Gate Valve, 6" Dia.			1	Each	3,000.00	3,000.00	2,600.00	2,600.00	1,900.00	1,900.00
7	Fire Hydrant Complete			1	Each	5,500.00	5,500.00	6,600.00	6,600.00	6,200.00	6,200.00
8	Tracer Wire Access Box (Heavy Traffic)			4	Each	500.00	2,000.00	180.00	720.00	350.00	1,400.00
9	Tracer Wire Access Box (Light Traffic)			2	Each	250.00	500.00	160.00	320.00	325.00	650.00
10	Ductile Iron Fittings			97	Lbs.	18.00	1,746.00	24.00	2,328.00	16.20	1,571.40
11	Granular Select Backfill			144	C.Y.	30.00	4,320.00	1.30	187.20	54.00	7,776.00
12	Temporary Surface Over Trench			56	C.Y.	35.00	1,960.00	46.00	2,576.00	54.00	3,024.00
13	Bituminous Pavement Replacement, 3"			107	S.Y.	50.00	5,350.00	46.00	4,922.00	54.00	5,778.00
14	Seeding Class 1 and Pulverized Topsoil			173	L.F.	15.00	2,595.00	20.00	3,460.00	15.50	2,681.50
15	Traffic Control			1	L.S.	2,500.00	2,500.00	2,650.00	2,650.00	4,500.00	4,500.00
<b>TOTAL BASE BID PROPOSAL</b>							<b>74,411.00</b>		<b>76,358.20</b>		<b>84,629.90</b>

*Willett, Hofmann and Associates, Inc.*  
*Consulting Engineers*



**WILLETT HOFMANN**  
& ASSOCIATES INC  
ENGINEERING ARCHITECTURE LAND SURVEYING

June 19, 2019

Ted Padilla, Water Superintendent  
City of Rock Falls  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071

Re: Water System Improvements  
Haskell Avenue and Thomas Avenue Watermain Extensions  
Bid Summary  
WHA No. 1019D18

Dear Mr. Padilla:

Proposals for the Water System Improvements, Haskell Avenue and Thomas Avenue Watermain Extensions project were received and opened on June 14, 2019 at 11:00 A.M. at Rock Falls City Hall. One (1) proposal was presented at the time of the official bid opening, but later in the day it was determined that one (1) other bid had been delivered to City Hall prior to the bid opening and stamped that it had been received. However, the bid was mistaken for outgoing mail and was taken to the post office and eventually returned to City Hall on Monday, June 17, 2019. Since multiple City personnel witnessed the bid from Civil Constructors had been delivered to City Hall prior to the official bid opening, the City considered this a valid bid and instructed us to open the bid on Wednesday, June 19, 2019 at 9:00 a.m. Both Martin & Company Excavating and Civil Constructors, Inc. were notified and were asked to have a representative present, if they wished.

No addenda were issued prior to the bid opening. Both proposals received were submitted with the required bid security. The proposals were reviewed for completeness and read aloud. A tabulation of the bids, including a listing of items to be submitted with the proposal, was later verified. A copy of the bid tabulation is attached for your information.

#### BIDDING IRREGULARITIES

There were no bidding irregularities in the submitted bids.

#### SUMMARY OF BIDS

The low bid of \$76,358.20 was \$1,947.20 and 2.6% over our estimate of \$74,411.00. A tabulation of all the bids comparing them to our estimate in dollars and percentages is as follows:

809 East 2nd Street, Dixon, IL 61021-0367 T: (815) 284-3381 F: (815) 284-3385

Ted Padilla, Water Superintendent  
City of Rock Falls  
June 19, 2019  
Page 2

CONTRACTOR	BID	\$ Over/Under Estimate	\$ Over/Under Estimate
Civil Constructors, Inc. Freeport, Illinois	\$76,358.20	\$1,947.20 ↑	2.6% ↑
Martin & Company Excavating Oregon, Illinois	\$84,629.90	\$10,218.90 ↑	13.7% ↑

PROJECT AWARD


The low bidder was \$8,271.70 below the second lowest bidder and only \$1,947.20 above the Engineer's Estimate. We recommend that the City award the contract to Civil Constructors, Inc. for their low bid of \$76,358.20.

If the project is awarded to Civil Constructors, Inc., please sign and return all copies of the included Notice of Award.

Please feel free to call if you have any questions, or we are willing to meet with you at your convenience to discuss the bid award in more detail.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY   
Daniel B. Loos, P.E.

DBL:rv

Encl.

cc: Michelle Conklin, Deputy City Clerk w/ encl. and Original Proposals  
Robbin Blackert, City Administrator w/ encl.  
William Wescott, Mayor w/ encl.  
Brian Frickenstein, WHA w/ encl.  
File

NOTICE OF AWARD

To: Civil Constructors, Inc.  
2283 Route 20 East  
Freeport, IL 61032

Project Description: Haskell Avenue and Thomas Avenue Watermain Extensions

The OWNER has considered the Proposal (Bid) submitted by you for the above described WORK in response to its Invitation for Bids dated May 31, 2019.

You are hereby notified that your Proposal (Bid) has been accepted for items in the amount of \$76,358.20 or at the Proposal Unit Prices.

You are required by the Invitation for Bids to execute the CONTRACT and furnish the required CONTRACTOR'S PERFORMANCE AND PAYMENT Bonds and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said Bonds within fifteen (15) calendar days from this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City of Rock Falls, Illinois  
OWNER

By \_\_\_\_\_  
Title William Wescott, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

Civil Constructors, Inc.

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 19

By \_\_\_\_\_

Title \_\_\_\_\_

## **POSITION DESCRIPTION CITY OF ROCK FALLS**

### **Business Office Department Head**

Reports to: City Administrator

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Manage Accounts Receivable, Accounts Payable, Payroll, General Ledger and Business Licensing
- Compile information from Utility Office and bank statements for monthly journal entries and adjusting journal entries
- Monthly Checking Account and Investment account reconciliations
- Maintain fixed asset and depreciation records
- Representative and manager of the Property, Auto, Liability, and Workers Compensation Insurance
- Representative and manager of the Employees' Health, Dental and Life Insurance and other benefit plans
- Keep and maintain all City records
- Process Freedom of Information Act requests, serves as the City's FOIA officer
- Filing of State and Federal reports.
  - Bi-Weekly Federal & State payroll taxes
  - Quarterly Federal & State 941's
  - Prepare annual 1099's
  - Annual Federal & State W-3's
  - Monthly State Tax Allocation
  - Monthly & Quarterly IL Dept. of Employment Security
  - Monthly State Electric Excise Tax
  - Monthly US Dept. of Labor Statistics
  - Annual OSHA posting
  - Quarterly MFT Report (BoBs Form)
  - Annual Unclaimed Property Report
- Creation and posting of all City Council and committee meeting agendas
- Annual schedule of all regular meetings
- Annual Prevailing Wage Ordinance
- Annual Appropriation Ordinance
- Annual Amended Appropriation Ordinance
- Annual Tax Levy Ordinance
- Annual Tax Abatements
- Annual Treasurers Report
- Annual List for Statements of Economic Interest
- Monthly Ordinance updates and annual Ordinance Codification
- City owned property
- Bids & Proposals
- Actuary Reports
- Prepare work papers for annual audit
- Prepare accruals and enter into General Ledger for annual audit
- Work with auditors during the annual audit
- Manage Federal CDL Drug & Alcohol Testing Program



- Authorized agent for IMRF Retirement Plan
- File, Release and record liens on property for money owed to the City
- Other duties as may be assigned from time to time

QUALIFICATIONS:

- High School Graduate or equivalent
- Strong customer service background preferred with an accompanying ability to work with the public in a pleasant and respectful manner
- Business phone etiquette
- Strong computer skills in Microsoft Word and Excel and proficient at keyboarding at a rate sufficient to meet the demands of the position

PHYSICAL DEMANDS:

- The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing duties of this job, the employee is regularly required to sit, use hands, fingers, handle of feel objects, tool or controls, and talk and hear. The employee is occasionally required to stand, walk and reach with hands and arms.
- The employee must occasionally lift and/or move up to 25 pounds
- Specific vision abilities required by this job include close vision, peripheral vision, depth perception and the ability to adjust focus

WORK ENVIRONMENT:

- Work is performed in office settings and requires sitting for prolonged periods of time, the use of a computer keyboard and screen and providing customer service at a service window
- Hand-eye coordination and fine manipulation skills are necessary to operate computers and other office equipment
- Must be able to meet the physical requirements of the job and have mobility, vision, hearing and dexterity levels appropriate to the duties to be performed.
- Must be able to attend evening meetings

Approved by City Council

Date: \_\_\_\_\_

## **POSITION DESCRIPTION CITY OF ROCK FALLS**

### **Accounting Clerk**

Reports to: Business Office Department Head

#### **SUMMARY:**

This position will primarily be responsible for accounts payable, accounts receivable and business licensing as well as assisting with confidential administrative work.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

##### Accounts Payable

- Assemble, review and verify invoices and check requests
- Send invoices to department heads for approval
- Enter invoices into Accounts Payable System
- Prepare and perform check runs
- Prepare checks for mailing
- Prepare Council Meeting Accounts Payable reports
- Monitor accounts to ensure payments are up to date
- Correspond with vendors and respond to inquiries, research and resolve discrepancies and issues
- Maintain vendor files
- Send W-9's to new vendors, enter returned W-9's into Accounts Payable system

##### Accounts Receivable

- Generate and send out invoices as needed
- Enter payments received into Cash Register system
- Generate and review Accounts Receivable Aging Report to ensure compliance

##### Business Licenses

- Generate and send out annual business license renewals
- Review completed business license applications and process and distribute new business licenses

##### Other Duties

- Sort and distribute daily mail
- Answer phones and take messages or transfer to appropriate departments as needed
- Attend and take minutes for day and evening Committee Meetings
- Assist the Mayor and City Administrator with confidential administrative work
- Other duties as assigned from time to time

#### **QUALIFICATIONS:**

- High School Graduate or equivalent
- Strong customer service background preferred with an accompanying ability to work with the public in a pleasant and respectful manner
- Business phone etiquette

- Strong computer skills in Microsoft Word and Excel and proficient at keyboarding at a rate sufficient to meet the demands of the position

PHYSICAL DEMANDS:

- The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing duties of this job, the employee is regularly required to sit, use hands, fingers, handle of feel objects, tool or controls, and talk and hear. The employee is occasionally required to stand, walk and reach with hands and arms.
- The employee must occasionally lift and/or move up to 25 pounds
- Specific vision abilities required by this job include close vision, peripheral vision, depth perception and the ability to adjust focus

WORK ENVIRONMENT:

- Work is performed in office settings and requires sitting for prolonged periods of time, the use of a computer keyboard and screen and providing customer service at a service window
- Hand-eye coordination and fine manipulation skills are necessary to operate computers and other office equipment
- Must be able to meet the physical requirements of the job and have mobility, vision, hearing and dexterity levels appropriate to the duties to be performed.
- Must be able to attend evening meetings

Approved by City Council

Date: \_\_\_\_\_

## POSITION DESCRIPTION CITY OF ROCK FALLS

**Position:** Tourism Assistant

**Reports To:** Director of Tourism/Event Coordinator

**Summary:** This part-time position will primarily be responsible for assisting the Director of Tourism/Event Coordinator with the planning and handling of events. Additionally, the position requires a creative, marketing minded individual with clerical and office experience.

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### ESSENTIAL DUTIES AND REPONSIBILITIES

- Answer and direct phone calls for the Tourism Office
- Provide and disseminate social media content
- Maintain tourism related documents and store and maintain electronic files appropriately
- Communicate effectively with vendors and all event participants; maintain contact lists of vendors, sponsors, etc.
- Prepare, produce, and distribute correspondence memos, letters, faxes, emails, and forms
- Assist in event planning and coordination; Coordinate event entertainment, setup, schedules, volunteers, and collecting forms and submissions
- Assist in creation of marketing materials and campaigns
- File documents and maintain folders for all events, projects, and administrative aspects of Department
- Maintain supplies inventory by checking stock, anticipate supply needs, order supplies as necessary or directed
- Attend meetings, take meeting minutes, and maintain records
- Greet and assist visitors to the office
- Coordinate the repairs, or procurement of office equipment
- Any other duties as may be assigned from time to time

### Requirements and Qualifications:

- Knowledge of office systems
- Experience with computers, proficient in MS Office including Publisher, Word, Excel and PowerPoint
- Knowledge of social media
- At least 1 year experience working with public
- Previous administrative assistant and/or event planning experience
- Strong written and oral communication skills
- Time management skills and ability to multi-task and prioritize work
- Strong organization and planning skills
- Available to work nights or weekends during events
- Valid Driver's License

**Work Environment:**

- This position will require outdoor activities that may require sitting, walking standing for prolonged periods of time. Periodic bending, squatting and the ability to lift up to 30 lbs. may also be required.
- Office setting requires sitting for prolonged periods of time, the use of a computer keyboard and screen
- Must be able to meet the physical requirements of the class and have mobility, vision, hearing and dexterity levels appropriate to the duties to be performed.
- Hand-eye coordination and fine manipulation skills are necessary to operate computers and other office equipment.