

# 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*  
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

May 4, 2021  
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

**Approval of Minutes**

1. Approval of the Minutes of the April 20, 2021 City Council Meeting

**Mayor Wescott – Address to the Rock Falls City Council & Residents**

**Seating of Newly Elected Officials**

Dana Nelson, Whiteside County Clerk, County Canvassing Board of Whiteside County, Illinois completed the Canvass of Votes cast at the April 6, 2021 Consolidated Election. Results are as follows:

Rodney G. Kleckler, Mayor  
Kay M. Abner, City Treasurer  
William Wangelin, Ward 1 Alderman  
Gabriella Palmer, Ward 1 Alderman (2 year unexpired term)  
Brian E. Snow, Ward 2 Alderman  
Casey D. Babel, Ward 2 Alderman (2 year unexpired term)  
Steven Dowd, Ward 3 Alderman  
Violet L. Sobottka, Ward 4 Alderman

**Roll Call**

**Approval of Payment of Bills:**

1. Approval of bills as presented

## **Ordinances 2<sup>nd</sup> Reading & Adoption:**

1. Ordinance 2021-2526 – Ordinance Amending Chapter 32, Article V of the Rock Falls Municipal Code to Forego the Annual Increase to Monthly Electrical Charges for the 2022 Fiscal Year – Part 2

## **City Administrator Robbin Blackert**

1. Award the bid for the Rock Falls Electric Department Hydro Plant Construction Services – Transformer Replacement Site Modifications to M. J. Electric, LLC, 200 West Frank Pipp Drive, Iron Mountain, Michigan 49801 in the amount of \$119,800.00
2. Award the bid for the Electric Department Excavator from Bob Cat of Dixon, 610 River Lane, Dixon IL 61021 in the amount of \$35,760.00
3. Award the bid for the Electric Department Skid Steer from Bob Cat of Dixon, 610 River Lane, Dixon IL 61021 in the amount of \$38,014.00
4. Approval of the Intergovernmental Agreement with the Illinois Department of Transportation the Local Agency Maintenance of Traffic Control Devices
5. Approve the Animal Control Agreement with Whiteside County Health Department for a 3 year term

## **Information/Correspondence**

James Reese, City Attorney

Corey Buck, City Engineer

## **Alderman Reports/Committee Chairman Requests**

### **Ward 1**

Alderman Bill Wangelin

Alderman Gabriella Palmer – Finance/Insurance/Investment Committee Chairman

1. Approval of January 2021 through March 2021 Utility Write Offs
2. Approval of changes to the General Procedures Governing Utility Service – Changing from a 4 Cycle Billing to a 2 Cycle Billing

### **Ward 2**

Alderman Brian Snow – Building Code Committee Chairman

Alderman Casey Babel

### **Ward 3**

Alderman Steve Dowd

### **Ward 4**

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

Alderman Marshall Doane

## **Mayor's Report:**

1. Approve Appointment of Shane Brown (Rural Resident Representative) to the Utility Committee – Term 05-01-2021 to 04-30-2026

## **Adjournment**

Next City Council meeting – May 18, 2021 at 6:30 p.m.

Posted: April 30, 2021

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

April 20, 2021

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. April 20, 2021 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 Wescott, Aldermen Palmer, Wangelin, Snow, Babel, Schuneman, Kleckler, Doane and Sobottka. In addition, Attorney Matt Cole, Attorney James Reese and City Administrator Robbin Blackert were present.

A motion was made by Alderman Snow and second by Alderman Sobottka to approve the Mayoral Appointment of Pam Martinez to the position of City Clerk to fill the remaining 2 week term.

**Vote 8 aye, motion carried.**

Cynthia Mammosser from Riverside Mobile Estates addressed the City Council with concerns that the residents of the park have with Mr. DeHaan.

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

1. Approval of the Minutes of the April 6, 2021 City Council Meeting
2. Approval of bills as presented

A motion was made by Alderman Snow and second by Alderman Wangelin to approve Consent Agenda items 1 and 2.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Sobottka to approve Ordinance 2021-2521 - Amending Chapter 20, Section 20-42 Relating to Recovery of Costs for Weed Removal.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Palmer and second by Alderman Babel to approve Ordinance 2021-2522 - Amending Section 32-348 (a) Purchase Power Adjustment Factor.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Palmer to approve Ordinance 2021-2523 - Supplemental Appropriation Ordinance (Fiscal Year 2021).

**Vote 8 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Palmer to amend Ordinance 2021-2524 - Ordinance Amending Chapter 20, Section 20-48 Relating to Prairie Grass Plots Within the City Limits by the removal of Milkweed as a noxious weed in Section 20-48(b) Definitions.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Palmer to approve Ordinance 2021-2524 - Ordinance Amending Chapter 20, Section 20-48 Relating to Prairie Grass Plots Within the City Limits as amended.

**Vote 8 aye, motion carried.**

A motion was made by Alderman Babel and second by Alderman Snow to approve Ordinance 2021-2525 - Amending Chapter 32, Article V of the Rock Falls Municipal Code to Forego the Annual Increase to Monthly Electrical Charges for the 2022 Fiscal Year.

**Vote 8 aye, motion carried.**

Administrator Blackert thanked Dick Simon, Electric Department Director for his hard work on not increasing the electric rates for Fiscal Year 2022.

Administrator Blackert thanked Alderman Jim Schuneman for help and work that was done establishing the governance of the Utility committee and all the time and effort that he put into educating himself on the utilities. When the Mayor brought Tourism back into the City he worked very hard at getting that established.

Alderman Snow stated that the May Building Code Committee will be held on May 12, 2021 instead of May 5, 2021.

A motion was made by Alderman Kleckler and second by Alderman Snow to accept the recommendation from Willett, Hofmann & Associates to approve all the unit price proposals from all the vendors for the 2021 Motor Fuel Tax General Maintenance as presented.

**Vote 8 aye, motion carried.**

Alderman Schuneman addressed the City Council (See attached).

A motion was made by Alderman Schuneman and second by Alderman Sobottka to Adjourn.

**Viva Voce Vote, motion carried. (7:26 p.m.)**

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Michelle K. Conklin, Deputy City Clerk

- 12 years ago my first vote on this council was to spend 30 million dollars on a new wastewater treatment plant. Of course that didn't JUST appear on the council's agenda. It took a decade of preparation and negotiation by previous councils and administrations. That preparation allowed us to be in a position to take advantage of available financing. That financing offered us significant savings which was passed through to our citizens. Since completion of the plant, we have taken steps to upgrade the rest of the system starting with our main lift station on 12<sup>th</sup> avenue. We contracted with a firm named Red Zone. Red Zone has deployed cameras throughout our entire system to analyze the condition of the pipes . That data will be cataloged and saved. This information will be an invaluable tool for long term planning . It has already been utilized for recent repairs. As we identify and index trouble areas, we are already slip lining older lines and manholes.

- We also faced a challenged with what to do with a burned out abandoned factory. This was another process that spanned two administrations and various councils. With, what I consider lightning speed, we were able to take down 30 buildings, remove the contamination, replace an abandoned street, and create a beautiful green space with an amphitheater. The green space is now full of art, music and community events. A first class hotel has been built. There is also a new Banquet facility that seats up to 600 people. Further plans in the pipeline include another hotel, public restrooms, a water feature and skate park. The old limestone building, another abandoned riverfront property, was recently been taken down. That property is currently being prepared for development. We are also making progress on the demolition of the Micro buildings. If you are an optimist, the shameful eyesore that sits on the southeast corner of first avenue and second street will be renovated before you are forced to condemn it and tear it down.

- We have become Nationally recognized for our work with the Brownsfield program and are also recognized Nationally by the APPA with multiple RP3 awards.

- In our electric department, we have instituted a preventive maintenance program for the hydro plant. This was something that previous administrations had neglected. Since the installation of the new program, the result has been a doubling of the output at the hydro plant. Another appropriate upgrade would be to name the building in honor of Glenn Kuhlemeir. We recently completed a major upgrade to our Avenue A sub station and entered into a partnership with IMEA to create a solar garden. That project is located in our Industrial park on land we could not even give away. We even have the ability to generate our own electricity, which puts our City in a unique position. As you know, the State of Texas recently experienced major outages due to ice storms. They were without adequate backup generation and their citizens spent days without power. Should we experience a major weather event and lose our primary supply, small as we are, we have the ability to keep the entire city operating with our own backup generation. We are also investing in an Advanced Metering Infrastructure. Currently, we are installing smart electric meters. Following that will be smart water meters. This will upgrade our ability to operate efficiently. The data collected from these meters will also give our residents and businesses information they can use to save on their electric and water costs.

- With regard to our water, we are currently pursuing funding options that will deliver major improvements to that system. We are also ahead of the curve with lead abatement.

EXPERT

- According to the State, the first priority for economic development is fast, reliable internet access. (code word fiber) Comcast service has become unreliable, distant and expensive. We recognized a need to develop our own fiber system. After the initial groundwork, we partnered with Surf Broadband to bring fast, reliable and quality internet service to every school, business and home in Rock Falls. The fiber roll out is ongoing. It is on track to be completed within the next year.

- These achievements only touch on what has been accomplished in the last twelve years.

- Going forward let me identify two areas that you will need to pay special attention.

First is our Police and Fire pension obligations.

We are often faced with unfunded mandates from the state. One of the most recent is the unfunded mandate regarding police reforms. After 40 years of bullying, Speaker Madigan is gone and the first piece of legislation from the new speaker's office is a politically motivated bill without any funding. Some things never change. None the less, these pension obligations are unfunded mandates on steroids. Not only does the State fail to live up to it's obligation, it mandates changes to the rules in midstream. Those most recent changes have moved us from funding levels of 90+% to 65% with the stroke of a pen. Chicago, of course gets treated differently and the only choice we are left with is to raise taxes on our citizens. Perhaps the Federal bailout will make a difference.... that was a joke

The second area is management of our storm water. We live on flat sandy ground. We have a high water table and sit on top of an aquifer. All of this makes it difficult to dispose of our storm water. Basement sump pumps, along with infiltration, play a part in flooding our wastewater system. Prior administrations failed to provide a retention pond for development of the Benchmark sub division. That has become a major problem for the people living in that area. Going forward, it is imperative to include storm water management in any future development. We have built a retention pond to service our Clearwater Industrial Park. That was done as soon as development began. You must be vigilant in dealing with future developers regarding storm water retention as we develop Glen's Garden and the Schmitt property.

Before I conclude, I would like to recognize and applaud our Department Heads for their dedication to this city. Ms Blackert, Police Chiefs Keulper, Nelson and Pilgrim, Fire Chiefs Larson and Cook, Mr Simon, Ms Hatfield, Mr Cox, Mr Padilla, Mr Spinka, Ms Jones, Mr Searing, Ms Conklin, and Mr Shaffer. Our Police and Fire fighters, and all of the rest of our employees. I would also like to thank Mr Reese for his years of sage counsel.

Finally .... We live in one of the greenest cities in Illinois. We have a state of the art wastewater treatment facility, a fully functioning hydro plant, and a solar garden. We are developing our riverfront and have cultivated several prairie plots. Together with the University of Illinois, we created the first Storybook Trail in Illinois. We also partnered with our citizens to prepare other trails for development. As a gigabit city, we are poised for the future. We can take pride in these achievements. We serve the public good and must always act in their best interests. They deserve the best we have to give. They take pride in their community. They volunteer for public events and support our local businesses. Unfounded claims and reckless misinformation do damage to our citizens, our employees and our city. Take your charge seriously and our community will be well served. I am proud to have played a small part in what has been accomplished here over the last twelve years. It is my hope that 12 years from now, you can also look back and cite similar achievements.

CITY OF ROCK FALLS

Rock Falls, Illinois 05/06/2021

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	2231.73
General Fund	26729.56
Building Code Demo Fund	117.00
Electric	28238.70
Sewer	53160.06
Water	19332.73
Garbage Fund	333.47
DUI	500
Customer Service Center	974.78
Tobacco Grant	-103.47
Motor Fuel Tax Fund	53914.92
Customer Utility Deposit	138.26
	\$185,567.74

Alderman Kleckler  
Alderman Wangelin  
Alderman Palmer



DATE: 04/23/21  
TIME: 09:01:46  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/23/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	45.00
200	COM ED	1,935.42	21.39
2528	LAMAR ADVERTISING COMPANY	19,572.00	1,612.00
5032	COMCAST	5,338.18	5.33
	TOURISM		1,683.72
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	2,505.00
4331	CIRCUIT CLERK OF LEE COUNTY	7,325.00	100.00
5032	COMCAST	5,338.18	5.33
T0005177	GAFFEY HOSPICE FOUNDATION INC		20.00
	ADMINISTRATION		2,630.33
02	CITY ADMINISTRATOR		
5032	COMCAST	5,338.18	2.66
	CITY ADMINISTRATOR		2.66
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	429.00
	PLANNING/ZONING		429.00
04	BUILDING		
3165	CHRIS HEIER	104.72	134.64
350	GISI BROS. INC.	8,637.49	486.46
5032	COMCAST	5,338.18	10.66
	BUILDING		631.76
05	CITY CLERK'S OFFICE		

DATE: 04/23/21  
 TIME: 09:01:46  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 04/23/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
5032	COMCAST	5,338.18	10.66
	CITY CLERK'S OFFICE		10.66
06	POLICE		
1414	GALLS, LLC	179.67	123.75
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	175.50
4508	LEXISNEXIS RISK SOLUTIONS	363.50	30.00
4572	CHARLES SCHWAB & CO INC	599,278.51	667.60
4692	PANTHER UNIFORMS, INC.	5,334.45	1,340.20
4796	VERIZON WIRELESS	16,467.15	199.45
5032	COMCAST	5,338.18	88.84
5038	ULINE	162.61	367.52
5096	TREASURER, STATE OF ILLINOIS	170.00	50.00
5097	ILLINOIS STATE POLICE	1,020.00	300.00
5098	ILLINOIS OFFICE OF THE	1,020.00	300.00
	POLICE		3,642.86
07	CODE HEARING DEPARTMENT		
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	819.00
4929	TIMOTHY J SLAVIN	7,040.00	750.00
	CODE HEARING DEPARTMENT		1,569.00
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	5,984.81	48.49
2606	MIKE'S REPAIR SERVICE	2,787.28	9.59
2771	WINDSTREAM	4,577.81	380.38
323	JOHN DEERE FINANCIAL	377.02	419.79
4207	O'REILLY AUTOMOTIVE INC	5,590.54	93.73
4775	BIRKEY'S FARM STORE INC	300.50	72.12
4796	VERIZON WIRELESS	16,467.15	59.02
4862	HAMPTON EQUIPMENT CO INC	206.88	148.91
5032	COMCAST	5,338.18	5.33
	STREET		1,237.36

INVOICES DUE ON/BEFORE 04/23/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
12	PUBLIC PROPERTY		
332	FYR-FYTER, INC.	1,848.01	72.90
	PUBLIC PROPERTY		72.90
13	FIRE		
4207	O'REILLY AUTOMOTIVE INC	5,590.54	152.65
4571	CHARLES SCHWAB & CO INC	10,828.08	667.60
5032	COMCAST	5,338.18	33.65
T0002968	BRANDON LEWIS	141.39	108.92
	FIRE		962.82
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	117.00
	BUILDING CODE DEMOLITION FUND		117.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	526.50
194	GRUMMERT'S HARDWARE - R.F.	5,984.81	30.12
4620	TRI-COUNTY OPP COUNCIL	1,141.24	173.12
4796	VERIZON WIRELESS	16,467.15	756.08
5032	COMCAST	5,338.18	26.65
5127	JM TEST SYSTEMS, INC	1,221.71	285.00
T0004455	ROCK RIVER CARTAGE INC	10,667.93	145.99
T0005441	Z & SHE'S		2,336.59
T0005443	OCCUPATIONAL HEALTH CENTERS		205.00
	OPERATION & MAINTENANCE		4,485.05
SEWER FUND			
30	SEWER		
631	MURRAY & SONS EXCAVATING, INC	215,330.85	6,053.00
	SEWER		6,053.00

INVOICES DUE ON/BEFORE 04/23/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	97.50
200	COM ED	1,935.42	159.04
2379	STANDARD EQUIPMENT COMPANY	29,618.00	9,773.09
34	ALTORFER INC.	834,709.96	8,479.00
4656	THOMPSON TRUCK AND TRAILER	16,542.88	1,342.96
4796	VERIZON WIRELESS	16,467.15	163.50
482	JOHNSON OIL CO	3,924.58	610.20
5032	COMCAST	5,338.18	18.65
5172	PIEDMONT TECHNICAL SERVICES		12,649.91
	OPERATION & MAINTENANCE		33,293.85
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	87,953.95	2,995.46
	WATER		2,995.46
48	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	229,769.81	206.60
1224	AIRGAS USA LLC	2,694.62	62.05
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	175.50
194	GRUMMERT'S HARDWARE - R.F.	5,984.81	154.90
2451	MENARDS	5,370.19	108.07
2606	MIKE'S REPAIR SERVICE	2,787.28	166.90
4361	FERGUSON WATERWORKS #2516	87,953.95	1,405.38
4707	KIMBALL MIDWEST	2,667.95	151.44
4796	VERIZON WIRELESS	16,467.15	38.01
482	JOHNSON OIL CO	3,924.58	164.54
5032	COMCAST	5,338.18	13.32
631	MURRAY & SONS EXCAVATING, INC	215,330.85	5,209.00
774	ROCK RIVER READY MIX	368.20	83.44
838	THE SHERWIN - WILLIAMS CO.	3,282.82	179.68
852	S.J. SMITH CO INC	1,351.66	10.50
T0002822	CYLINDERS PLUS		811.97
	OPERATION & MAINTENANCE		8,941.30

GARBAGE FUND

DATE: 04/23/21  
TIME: 09:01:46  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/23/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GARBAGE FUND			
50	GARBAGE		
795	SBM BUSINESS EQUIPMENT CENTER	12,353.82	125.97
	GARBAGE		125.97
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	89,479.36	799.50
5032	COMCAST	5,338.18	18.65
	CUSTOMER SERVICE CENTER		818.15
DRUG FUND			
56	DRUG ABUSE		
4498	DAVID PILGRIM	60.93	500.00
	DRUG ABUSE		500.00
TOBACCO GRANT			
58	TOBACCO		
2451	MENARDS	5,370.19	-103.47
	TOBACCO		-103.47
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2555	CARGILL INC.		43,880.53
	MOTOR FUEL TAX		43,880.53
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005442	RAUL NIETO		55.65
	CUSTOMER UTILITY DEPOSITS		55.65
	TOTAL ALL DEPARTMENTS		114,035.56

DATE: 04/29/21  
TIME: 13:54:46  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/30/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
2451	MENARDS	5,374.79	94.65
5032	COMCAST	5,577.91	5.82
5178	COMCAST BUSINESS	9,048.45	19.54
771	PINNEY PRINTING CO	14,639.11	89.00
829	SELF HELP ENTERPRISE	641.40	22.00
T0004325	JJM PRINTING INC	806.20	272.00
T0005427	SUE PASCARELLA	90.00	45.00
	TOURISM		548.01
GENERAL FUND			
01	ADMINISTRATION		
4139	CIRCUIT CLERK OF HENRY COUNTY		150.00
4310	PITNEY BOWES	5,042.50	144.04
4331	CIRCUIT CLERK OF LEE COUNTY	7,425.00	100.00
5032	COMCAST	5,577.91	5.82
5178	COMCAST BUSINESS	9,048.45	19.54
	ADMINISTRATION		419.40
02	CITY ADMINISTRATOR		
5032	COMCAST	5,577.91	2.91
5178	COMCAST BUSINESS	9,048.45	19.54
	CITY ADMINISTRATOR		22.45
04	BUILDING		
5032	COMCAST	5,577.91	11.63
5178	COMCAST BUSINESS	9,048.45	39.13
	BUILDING		50.76
05	CITY CLERK'S OFFICE		
5032	COMCAST	5,577.91	11.63
5178	COMCAST BUSINESS	9,048.45	39.13
	CITY CLERK'S OFFICE		50.76

DATE: 04/29/21  
TIME: 13:54:46  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 04/30/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1448	IL DEPT OF INNOVATION &	4,781.16	398.43
2985	WALMART COMMUNITY/SYNCB	4,619.42	39.76
5032	COMCAST	5,577.91	90.05
5140	SOLIEL DEETS	449.26	187.53
5178	COMCAST BUSINESS	9,048.45	78.17
655	NW IL CRIMINAL JUSTICE COMM	1,370.00	2,209.14
	POLICE		3,003.08
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	6,218.32	16.93
2985	WALMART COMMUNITY/SYNCB	4,619.42	140.63
3010	CUSTOM MONOGRAM	3,989.56	852.20
34	ALTORFER INC.	843,188.96	7.00
4207	O'REILLY AUTOMOTIVE INC	5,836.92	341.56
4656	THOMPSON TRUCK AND TRAILER	17,885.84	288.66
4862	HAMPTON EQUIPMENT CO INC	355.79	125.36
5032	COMCAST	5,577.91	5.82
5141	CINTAS CORPORATION	1,713.52	101.77
5178	COMCAST BUSINESS	9,048.45	19.54
55	ARAMARK UNIFORM SERVICES, INC.	10,774.98	84.81
852	S.J. SMITH CO INC	1,362.16	122.20
	STREET		2,106.48
13	FIRE		
182	CITY OF STERLING		6,060.60
194	GRUMMERT'S HARDWARE - R.F.	6,218.32	18.46
2509	RENNERT'S FIRE EQUIPMENT	163.56	65.75
2985	WALMART COMMUNITY/SYNCB	4,619.42	60.46
4385	DINGES FIRE COMPANY	12,186.86	169.00
4478	STERLING FENCE	1,530.00	130.00
4796	VERIZON WIRELESS	17,683.21	167.88
5032	COMCAST	5,577.91	20.36
5178	COMCAST BUSINESS	9,048.45	58.63
T0005368	MACQUEEN EMERGENCY	251,550.00	3,136.14
	FIRE		9,887.28

INVOICES DUE ON/BEFORE 04/30/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	6,218.32	29.69
2735	SLIM-N-HANKS	1,938.98	1,426.13
4626	ENGEL ELECTRIC CO.	16,472.27	19,108.92
5032	COMCAST	5,577.91	29.05
5062	HALL'S SAFETY EQUIPMENT CORP.	6,987.75	66.45
5129	STUART C IRBY CO	29,113.31	134.90
5178	COMCAST BUSINESS	9,048.45	39.15
5188	ALTEC CAPITAL SERVICES, LLC	136,557.00	410.00
964	UUSCO	31,416.00	2,056.36
T0005364	SEGNERI CUSTOM INSTALLS INC	315.00	450.00
T0005444	WILLIAM WADELTON		3.00
	OPERATION & MAINTENANCE		23,753.65

SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	14,805.55	3,315.22
2517	WM CORPORATE SERVICES, INC	19,176.67	1,804.68
2985	WALMART COMMUNITY/SYNCB	4,619.42	114.35
34	ALTORFER INC.	843,188.96	113.60
4796	VERIZON WIRELESS	17,683.21	76.02
482	JOHNSON OIL CO	4,699.32	1,202.60
4837	ENVIRONMENTAL RESOURCE ASSOC	117.00	1,145.32
5032	COMCAST	5,577.91	20.36
5131	METROPOLITAN INDUSTRIES, INC.	15,144.00	1,574.00
5136	AQUA-AEROBIC SYSTEMS INC	14,753.78	3,029.52
5178	COMCAST BUSINESS	9,048.45	19.54
5283	RHINO INDUSTRIES INC	28,741.84	1,290.00
T0005223	THOMPSON-HOPPS PUMPS	303.00	108.00
	OPERATION & MAINTENANCE		13,813.21

WATER FUND			
40	WATER		
2451	MENARDS	5,374.79	64.99
4361	FERGUSON WATERWORKS #2516	92,354.79	136.42
	WATER		201.41



DATE: 04/29/21  
TIME: 13:54:46  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 04/30/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	14,805.55	345.00
194	GRUMMERT'S HARDWARE - R.F.	6,218.32	28.36
2451	MENARDS	5,374.79	245.43
367	HACH COMPANY	3,043.52	1,097.66
4361	FERGUSON WATERWORKS #2516	92,354.79	1,788.60
4478	STERLING FENCE	1,530.00	105.00
4707	KIMBALL MIDWEST	2,819.39	569.58
4796	VERIZON WIRELESS	17,683.21	114.03
5032	COMCAST	5,577.91	14.54
5131	METROPOLITAN INDUSTRIES, INC.	15,144.00	1,537.50
5141	CINTAS CORPORATION	1,713.52	25.50
5171	FERGUSON ENTERPRISES LLC #3326	9,595.35	169.80
5178	COMCAST BUSINESS	9,048.45	19.54
5238	FDI INC	2,875.00	750.00
55	ARAMARK UNIFORM SERVICES, INC.	10,774.98	90.02
795	SBM BUSINESS EQUIPMENT CENTER	12,479.79	294.00
	OPERATION & MAINTENANCE		7,194.56
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	528,896.70	207.50
	GARBAGE		207.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2688	STAPLES CREDIT PLAN	1,110.93	97.14
5032	COMCAST	5,577.91	20.36
5178	COMCAST BUSINESS	9,048.45	39.13
	CUSTOMER SERVICE CENTER		156.63
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2555	CARGILL INC.	43,880.53	10,034.39
	MOTOR FUEL TAX		10,034.39

DATE: 04/29/21  
TIME: 13:54:46  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/30/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005439	JAMES R JIRIK		78.71
T0005445	ASHLEY KUHN		3.90
	CUSTOMER UTILITY DEPOSITS		82.61
	TOTAL ALL DEPARTMENTS		71,532.18

CITY OF ROCK FALLS

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ORDINANCE NO. 2021-2526

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V  
OF THE ROCK FALLS MUNICIPAL CODE  
TO FOREGO THE ANNUAL INCREASE TO MONTHLY ELECTRICAL CHARGES  
FOR THE 2022 FISCAL YEAR – PART 2**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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ORDINANCE NO. 2021-2526

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V  
OF THE ROCK FALLS MUNICIPAL CODE  
TO FOREGO THE ANNUAL INCREASE TO MONTHLY ELECTRICAL CHARGES  
FOR THE 2022 FISCAL YEAR – PART 2**

**WHEREAS**, Section 11-117-1 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes any municipality to acquire, construct, own and operate within the corporate limits of the municipality any public utility the product of which is to be supplied to its inhabitants, including but not limited to electric power; and

**WHEREAS**, pursuant to the foregoing, the City of Rock Falls (the “City”) owns and operates its own electrical distribution system for the purpose of providing electrical power to the residents and businesses of the City; and

**WHEREAS**, following a review of the monthly rates charged to customers of the City’s electrical utility, and in response to the economic hardship experienced by the residents and businesses of the City due to the COVID-19 pandemic, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City have considered foregoing the annual increase to monthly electrical charges for the 2022 fiscal year; and

**WHEREAS**, a previous ordinance adopted by the Corporate Authorities on April 20, 2021, neglected to include certain other monthly electric charges included in the City Code; and

**WHEREAS**, after careful consideration, the Corporate Authorities have determined it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to monthly electrical charges to forego the annual increase for the 2022 fiscal year, all as more specifically set forth herein.

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

**SECTION 1:** The City hereby finds that all of the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by this reference.

**SECTION 2:** Chapter 32, Article V, Section 32-424(b) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“(b) The amounts set forth in the following table shall constitute the rates and charges, respectively, for MC, DE, DSE, DDC, KWh and CCR to be applied pursuant to the formula set forth in paragraph (a)(2) of this section to customers qualifying for Rate GS, including municipal or governmental entities. The amounts so set forth shall apply effective as of the dates specified in the table, and shall be effective and applied on all invoices and bills to

customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30- 2018	Beginning 5-1-2018	Beginning 5-1-2019	Beginning 5-1-2020	Beginning 5-1-2021
Monthly Charge (MC)	\$58.75	\$64.50	\$70.00	\$75.50	\$75.50
Demand (DE)	\$14.50	\$16.00	\$17.50	\$19.00	\$19.00
KWh	\$0.0784	\$0.0795	\$0.0809	\$0.0826	\$0.0826
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

The following table represents the components of the demand charge (DE) as defined herein.

	Through 4-30- 2018	Beginning 5-1-2018	Beginning 5-1-2019	Beginning 5-1-2020	Beginning 5-1-2021
Power Supply Demand (DSE)	\$9.57	\$10.56	\$11.55	\$12.54	\$12.54
Distribution Cost Demand (DDC)	\$4.93	\$5.44	\$5.95	\$6.46	\$6.46

**SECTION 3:** Chapter 32, Article V, Section 32-435(c)(4) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“(4) The amounts set forth in the following table shall constitute the charges, respectively for KWh, PS, DC and CCR, to be applied in accordance with the formula set forth in paragraph (c)(2) of this section, for all power taken and supplied during off-peak periods, as defined herein, and the amounts so set forth shall apply effective as of the dates specified in the table to all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30- 2018	Beginning 5-1-2018	Beginning 5-1-2019	Beginning 5-1-2020	Beginning 5-1-2021
Monthly Charge (MC)	\$18.50	\$19.25	\$20.00	\$20.75	\$20.75
KWh Off-Peak (KWh)	\$0.0937	\$0.0979	\$0.1023	\$0.1070	\$0.1070
Power Supply (PS)	\$0.0694	\$0.0725	\$0.0757	\$0.0792	\$0.0792
Distribution Cost (DC)	\$0.0243	\$0.0254	\$0.0266	\$0.0278	\$0.0278
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

**SECTION 4:** Chapter 32, Article V, Section 32-435(e) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“(e) The amounts set forth the following table shall constitute the charges, respectively for KWh, PS, DC and CCR, to be applied in accordance with the formula set forth in (c)(2) of this section to all power taken and supplied during peak periods (which is any period other than off-peak as defined herein) and shall apply effective as of the dates specified in the table on all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30- 2018	Beginning 5-1-2018	Beginning 5-1-2019	Beginning 5-1-2020	Beginning 5-1-2021
Monthly Charge (MC)	\$18.50	\$19.25	\$20.00	\$20.75	\$20.75
KWh On-Peak (KWh)	\$0.1305	\$0.1363	\$0.1425	\$0.1490	\$0.1490
Power Supply (PS)	\$0.1062	\$0.1109	\$0.1159	\$0.1212	\$0.1267
Distribution Cost (DC)	\$0.0243	\$0.0254	\$0.0266	\$0.0278	\$0.0278

	Through 4-30- 2018	Beginning 5-1-2018	Beginning 5-1-2019	Beginning 5-1-2020	Beginning 5-1-2021
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

“

**SECTION 5:** Chapter 32, Article V, Section 32-436(b) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“(b) Security lights to be installed pursuant to this section shall be high pressure sodium, or such other type as may, from time to time be determined advisable by the electric utility department and shall be available in two rated wattages of 100 watts or 250 watts. Billing cycle charges applicable to security lights installed shall be a flat rate per billing cycle, and shall be in accordance with the following table, which shall apply effective as of the dates specified therein for all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the security light shall have first been installed.

	Through 4-30-2018	Beginning 5-1-2018	Beginning 5-1-2019	Beginning 5-1-2020	Beginning 5-1-2021
100 watt HPS	\$8.48	\$9.18	\$9.93	\$10.75	\$10.75
250 watt HPS	\$10.11	\$10.93	\$11.83	\$12.80	\$12.80

“

**SECTION 6:** The foregoing rate freezes specified in Sections 2 through 5 above shall apply retroactively to all billings and meter readings as of May 1, 2021.

**SECTION 7:** In all other respects, Chapter 32, Article V of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

**SECTION 8:** The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this ordinance shall become effective upon its passage.

**SECTION 9:** 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 10:** The City Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 11:** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

AYE

NAY

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City of Rock Falls					
Bid Tabulation					
Latest Revision: <del>4-15-2021</del>					
4-20-2021					
Bidder		MJ Electric	MP Systems		
Bid Band		Yes	Yes		
1	Base quote - Total Price to furnish and deliver site modifications (concrete removals, conduit modifications, concrete installation, grounding, and other equipment, materials and labor as specified)	119,800.00	127,920.13		
2	Alternate Bid - assuming the alternate items are acceptable.	N/A	N/A		
3	Equipment proposed is strictly in accordance with the specifications; if not, list all exceptions clearly on a separate sheet and identify as such (Yes/No)	Yes			
4	Anticipated Schedule (by calendar days or date) After Notice of Bid Acceptance				
	A Approximate start of construction	May 24, 2021	June 1, 2021		
	B Anticipated Schedule	June 11, 2021	June 30, 2021		
5	Construction Unit Cost Breakdown				
	A Concrete and conduit removal	38,400.00	27,658.09		
	B Conduit material & labor	11,500.00	33,751.29		
	C Grounding materials & labor	5,900.00	10,615.03		
	D Foundation material & labor	50,000.00	50,895.72		
	E Miscellaneous contractor expenses	14,000.00	5,000.00		
	Total	0.00	0.00	0.00	0.00

SECTION 00 41 13 - PROPOSAL

ROCK FALLS ELECTRIC DEPARTMENT

HYDRO PLANT CONSTRUCTION SERVICES - TRANSFORMER REPLACEMENT SITE MODIFICATIONS

\* All bids/quotes shall be in U.S. Dollars in lawful money of the United States of America.

TO: Rock Falls Electric Department (Hereinafter called the "Owner")

1 Delivered Price:

(Base Quote) - Total Price to furnish and deliver site modifications (concrete removal, conduit modifications, concrete installation, grounding, and other equipment, materials and labor as specified.

\$ 119,800.00

\$ One Hundred Nineteen Thousand Eight Hundred dollars, and Zero cents.

Exceptions to base quote shall be clearly identified on a separate sheet indicating any and all equipment that deviates from the specifications herein. The bidder may present exceptions to the base bid as an alternative bid and the Owner will evaluate and award the Contract with considerations to any exceptions to the base bid.

2 Alternate Bid:

Alternate bid assuming the alternate items are acceptable.

\$ N/A

\$ \_\_\_\_\_ dollars, and \_\_\_\_\_ cents.

3 The equipment proposed is strictly in accordance with the specifications; if not, list all exceptions clearly on a separate sheet and identify them as such.  (Yes/No)

4 Anticipated Schedule (by calendar days or date) After Notice of Bid Acceptance:

A. Approximate start of construction

May 24, 2021

B. Anticipated completion of all work?

June 11, 2021

5 Construction Unit Cost Breakdown:

A. Concrete and conduit removal	\$ 38,400.00
B. Conduit material & labor	\$ 11,500.00
C. Grounding materials & labor	\$ 5,900.00
D. Foundation material & labor	\$ 50,000.00
E. Miscellaneous contractor expenses	\$ 14,000.00
Total	\$ 119,800.00

- (a) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the materials and equipment.
- (b) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (c) BIDDER certifies that this proposal is made and submitted without fraud or collusion with any other firm or corporation whatsoever. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- (d) The BIDDER acknowledges the right of the OWNER to reject any or all Bids, waive any irregularities or informalities therein and award the Contract to other than the lowest evaluated Bidder if, in its discretion, the interests of the OWNER would be best served thereby.
- 6 The BIDDER will complete the Work for the prices shown in the above proposal. The award of the contract will be made to the lowest, responsible bidder, based on the proposal with the lowest TOTAL EVALUATED BID PRICE. The OWNER reserves the right to delete from, or add items of work to, the lowest acceptable evaluated bid. No compensation will be paid if deletions are made. All bids shall include sales tax and all applicable taxes and fees if required.
- 7 Rock Falls is a tax exempt entity. Tax exempt information can be provided to the successful bidder if required.

Submitted by (Bidder): M. J. Electric, LLC

ADDRESS: N2023 Greenville Drive

Greenville, WI 54942

AUTHORIZED REPRESENTATIVE: Rob Schuh

SIGNATURE: *Rob W. Schuh*

DATE: 4-19-2021

TITLE: Operations Manager

**END OF SECTION**

SECTION 00 42 20 - PROPOSED SUBCONTRACTORS

ROCK FALLS ELECTRIC DEPARTMENT

HYDRO PLANT CONSTRUCTION SERVICES - TRANSFORMER REPLACEMENT  
SITE MODIFICATIONS

List the name and address of all subcontractors who will perform work in relation to this contract:

Subcontractor

Work

None

NOTE: Failure to complete this list may result in rejection of bid. Statements such as "to be determined" are not acceptable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - b. All Bids are rejected by Owner, or
  - c. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extensions thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein included a bid, offer or proposal as applicable.

**END OF SECTION**

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Cheryl M. Husted of Denver, Colorado

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 6<sup>th</sup> day of April, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 6<sup>th</sup> day of April, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 15, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

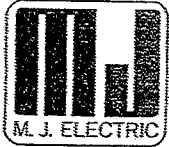
Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 20, 2021



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



A QUANTA SERVICES COMPANY

# M. J. ELECTRIC, LLC

200 West Frank Pipp Drive • P. O. Box 686  
Iron Mountain, Michigan 49801  
Phone: (906) 774-8000 • Fax: (906) 779-4217  
[www.mjelectric.com](http://www.mjelectric.com)



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

4/20/21

Re: Hydro Plant Transformer Replacement Site Modifications

To Whom it May Concern:

Our proposal includes the following clarifications...

1. Project includes one mobilization and demobilization (continuous construction).
2. The proposed timeframe is directly over a major holiday. We would request that this schedule adds 1 more week to give us a 3 week window to complete our work due to the holiday and in case we have bad weather during that timeframe. Proposed work schedule is 5/24 - 6/11.
3. Price is based upon drawing bid specifications. (Where any deviations are between drawings and technical spec, we based our cost assumption on what is being shown in the detailed drawings)
4. MJ assumes that there are no contaminated soils/handling needed.
5. No hot work is included. Must have the reasonable ability to work without encroaching on MAD distances.
6. Impacts of the COVID-19 cannot be reasonably determined at this time. In the event of any unforeseen delays or adverse impacts, we would expect to be given an adjustment/relief to the current scheduled substation completion date.
7. Any training required by others would be done at an additional hourly rate.
8. Any permits needed will be obtained by others or at an additional cost.
9. Any delays caused by others causing construction inefficiencies would be billed at our time and equipment rates
10. Any additional company or personal references/resumes can be delivered upon further request.
11. Time and equipment rates will be furnished upon request or at time of award.
12. Contract approval to be based on mutually agreed upon terms and conditions.

We appreciate the opportunity to submit a proposal and look forward to working with you on this project.

If you have any question or concerns, feel free to call.

Sincerely,

**Rob Schuh**  
Operations Manager  
[Rob.schuh@mjelectric.com](mailto:Rob.schuh@mjelectric.com)  
920-841-2656 mobile  
920-882-1170 (ext. 2405) office



SECTION 00 72 01 – SUPPLEMENTARY CONDITIONS

ROCK FALLS ELECTRIC DEPARTMENT

HYDRO PLANT CONSTRUCTION SERVICES – TRANSFORMER REPLACEMENT SITE MODIFICATIONS

PART I GENERAL

1.1 SUPPLEMENTARY CONDITIONS

- A. These Supplementary Conditions modify the General Conditions of the Contract for Construction, and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.
- B. The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.2 BASIC DEFINITIONS

1.2.1	Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
1.2.2	Furnish: To supply and deliver and inspect for damage.
1.2.3	Install: To unload, unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
1.2.4	Provide: To furnish and install.

1.3 CONTRACTOR'S LIABILITY INSURANCE

- A. If the Contractor is providing labor of installing, unloading, or testing, the Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State where the work is located as will protect himself, his Subcontractors and which shall indemnify and save harmless the Owner and the Engineer and their officers, agents, and employees from and against all claims for bodily injury, death or property damage which may arise from the Contractor's operations under this Contract, whether such operations be by himself or any Subcontractor or by anyone directly or indirectly employed by the Contractor or Subcontractor.
- B. The Contractor shall not commence labor of installation, unloading, or testing under this Contract until he has obtained all insurance required under this section and shall have filed the certificate of insurance with the Owner and a copy with the Owner's attorney. Each insurance policy shall contain a clause assuring the insurance company will not cancel the

insurance without thirty days written notice to the Owner, the Owner's attorney, and the Engineer of intention to cancel.

The amounts of such insurance shall be ~~not less than~~ the following, or greater if required by law:

1. Worker's Compensation:
  - a. State Statutory
  - b. Applicable Federal
  - c. Employer's Liability:
    - 1) \$100,000 Each occurrence
2. Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; products and Completed Operations; Broad Form Property Damage):
  - a. Bodily Injury and Property Damage (Name Owner as additional insured):
    - 1) \$1,500,000 Each occurrence
    - 2) \$3,000,000 Annual aggregate
  - b. Products and Completed Operations to be maintained for two years after final payment.
  - c. Property Damage Liability Insurance shall provide X, C, or U coverage as applicable.
  - d. Contractual Liability to be included.
3. Comprehensive Carrier Vehicle Liability:
  - a. Bodily Injury:
    - 1) \$1,000,000 CSL Each Person
    - 2) \$(Included) Each Occurrence
  - b. Property Damage:
    - 1) \$(Included) Each Occurrence
4. Umbrella Excess Liability: Name Owner as additional insured:
  - a. Excess Liability:
    - 1) \$1,000,000 Over primary insurance
    - ~~2) \$10,000 Retention for self insured hazards each occurrence.~~

**END OF SECTION**





## Product Quotation

Quotation Number: 36586D036659

Date: 2021-04-21 08:56:34

Ship to	Bobcat Dealer	Bill To
City of Rock Falls Electric E351 Rock Falls, IL	Bobcat of Dixon, Dixon, IL 610 River Lane Dixon IL 61021 Phone: 815-332-8325 Fax:  Contact: Jeff Lovgren Phone: 815 332 8325 Cellular: 815 994 8982 E Mail: jefflovgren@bobcatofdixon.com	City of Rock Falls Electric E351 Rock Falls, IL

Description	Part No	Qty	Price Ea.	Total
<b>E35 25HP R-Series Bobcat Compact Excavator</b>	<b>M3311</b>	<b>1</b>	<b>\$48,051.00</b>	<b>\$48,051.00</b>
24.8 HP Tier 4	Engine/Hydraulic Monitor with Shutdown			
Auto Idle	Fingertip Auxiliary Hydraulic Control			
Auto-Shift, 2-Speed Travel	Fingertip Boom Swing Control			
Auxiliary Hydraulics, Selectable Flow with Boom Mounted	Horn			
Flush Face Quick Couplers	Hydraulic Joystick Controls			
Canopy	Rubber Track			
Includes: Cup Holder, Retractable Seat Belt, Suspension Seat	Spark Arrestor Exhaust System			
Roll Over Protective Structure (ROPS)- Meets Requirements	Tier 4, Non DPF			
of ISO 12117-2: 2008	Vandalism Protection			
Tip Over Protective Structure (TOPS) - Meets Requirements	Work Lights			
of ISO 12117: 2000	X-Change (Attachment Mounting System)			
Falling Object Protective Structure (FOPS) - Meets	Zero Tail Swing			
Requirements of ISO 10262	Warranty: 2 years, or 2000 hours whichever occurs first			
Control Console Locks				
Control Pattern Selector Valve (ISO/STD)				
Dozer Blade with Float				
Hydraulic Angle Blade	M3311-R12-C02	1	\$3,508.00	\$3,508.00
Telematics US	M3311-R51-C02	1	\$0.00	\$0.00
30" MX3 XCHG SMOOTH	7323822	1	\$1,235.00	\$1,235.00
24" MX3 XCHG TEETH	7323530	1	\$1,109.00	\$1,109.00
<b>Total of Items Quoted</b>				<b>\$53,903.00</b>
<b>Dealer P.D.I.</b>				<b>\$200.00</b>
<b>Freight Charges</b>				<b>\$1,062.00</b>
<b>Dealer Assembly Charges</b>				<b>\$0.00</b>
<b>Other Charges:</b> Bobcat Material Surcharge				<b>\$0.00</b>
<b>Discount:</b> Municipally Discount				<b>(\$19,405.00)</b>
<b>Quote Total - US dollars</b>				<b>\$35,760.00</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: \_\_\_\_\_

Authorized Signature:

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

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





## Product Quotation

Quotation Number: 36586D036657  
Date: 2021-04-21 08:27:40

Ship to	Bobcat Dealer	Bill To
City of Rock Falls Electrical Utilities  Rock Falls, IL 61071 Phone: (815) 622-1145	Bobcat of Dixon, Dixon, IL 610 River Lane Dixon IL 61021 Phone: 815-332-8325 Fax:  Contact: Jeff Lovgren Phone: 815 332 8325 Cellular: 815 994 8982 E Mail: jefflovgren@bobcatofdixon.com	City of Rock Falls Electrical Utilities  Rock Falls, IL 61071 Phone: (815) 622-1145

Description	Part No	Qty	Price Ea.	Total
<b>S76 T4 Bobcat Skid Steer Loader</b> 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	M0369	1	\$51,914.00	\$51,914.00
	Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE- J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Vinyl suspension seat with 2-point seat belt Parking Brake: Wedge Brake System Tires: 12-16.5, 12PR, Bobcat Heavy Duty Telematics - Machine IQ Warranty: 2 years, or 2000 hours whichever occurs first			
P68 Performance Package Power Bob-Tach Attachment Control High Flow	M0369-P06-P68	1	\$6,977.00	\$6,977.00
	Two-Speed Dual Direction Bucket Positioning Automatic Ride Control			
C68 Comfort Package "Enclosed Cab with HVAC" Sound Reduction Touch Display with Radio & Bluetooth	M0369-P07-C68	1	\$7,772.00	\$7,772.00
	Heated Cloth Air Ride Suspension Seat Premium LED Lights Rear View Camera"			
Selectable Joystick Controls Block Heater Kit Strobe Light Kit, Amber Snow Pusher, 10 ft (120 in). 74" Standard Duty Bucket — Bolt-On Cutting Edge, 74"	M0369-R01-C04	1	\$862.00	\$862.00
	7372533	1	\$81.00	\$81.00
	7375339	1	\$242.00	\$242.00
	7116164	1	\$3,669.00	\$3,669.00
	7272768	1	\$798.00	\$798.00
	7104510	1	\$134.00	\$134.00
<b>Description</b> SMV KIT	<b>Part No</b>	<b>Qty</b>	<b>Price Ea.</b>	<b>Total</b>
		1	\$100.00	\$100.00
<b>Total of Items Quoted</b>				<b>\$72,549.00</b>
<b>Dealer P.D.I.</b>				<b>\$250.00</b>
<b>Freight Charges</b>				<b>\$1,104.00</b>
<b>Dealer Assembly Charges</b>				<b>\$193.00</b>

Trade-in	Bobcat 843	( <b>\$10,000.00</b> )
Other Charges:	Bobcat Material Surcharge	<b>\$0.00</b>
Discount	Municipally Discount	( <b>\$26,082.00</b> )
Quote Total - US dollars		<b>\$38,014.00</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_





# Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 2  
819 Depot Avenue / Dixon, Illinois 61021-3500

## OPERATIONS

Design & Planning

Renewal of Ten-Year Maintenance Agreement

April 16, 2021

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

Dear Mayor Wescott:

The Illinois Department of Transportation and the Illinois Municipal League have reached an agreement regarding local agency maintenance of traffic control devices (Intergovernmental Agreement).

We have prepared three original copies of the Agreement for your City, to be signed by an authorized representative. These Agreements and Exhibits are essentially the same as in the past.

Please return the signed Agreements as soon as possible so we may have it executed by July 1, 2021. Also, please verify the information about your city or village on the first page of the Agreement, such as fax number or Federal Tax Identification Number. An original copy signed by the Department will be returned to you for your records.

If you have any questions regarding this matter, please contact Scott Kullerstrand of this office at (815) 284-5468.

Sincerely,

Masood Ahmad, P.E.  
Region Two Engineer

A handwritten signature in cursive script that reads "Trisha Thompson".

By: Trisha Thompson  
Engineer of Operations

Attach.



Governmental Body Name

City of Rock Falls

Address	City	State	Zip Code
603 West Tenth Street	Rock Falls	IL	61071-2854

Remittance Address (if different from above)	City	State	Zip Code

Phone	Fax	FEIN/TIN	DUNS
(815) 622-1110	(815) 622-1113	300007450	

Brief Description of Service (full description specified in Part 5)

This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A.

Compensation Method (full details specified in Part 6)

Actual Cost

Total Compensation Amount	Advance Pay	Start Date	Agreement Term	Expiration Date
\$200,000	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	07/01/21		06/30/30

**REQUIRED SIGNATURES**

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

Signature	Date
<input type="text"/>	<input type="text"/>

Name	Title
<input type="text"/>	<input type="text"/>

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

**FOR THE DEPARTMENT:**

Signature	Date
<input type="text"/>	<input type="text"/>

Omer Osman, Acting Secretary of Transportation	Date
<input type="text"/>	<input type="text"/>

Delegate Name
<input type="text"/>

Printed Name
<input type="text"/>

Printed Title
<input type="text"/>

Signature	Date
<input type="text"/>	<input type="text"/>

Joanne Woodworth, Acting Chief Fiscal Officer	Date
<input type="text"/>	<input type="text"/>

Philip C. Kaufmann, Chief Counsel	Date
<input type="text"/>	<input type="text"/>

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT  
FOR  
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

City of Rock Falls  
603 West Tenth Street  
Rock Falls, IL 61071-2854

Attention

Email

rfmayor@rockfalls61071.com

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

**Part 1**

**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/21 and will expire 06/30/30
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may not be renewed.

## Part 2 GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
  2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
  3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.  
  
The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
  4. **EMPLOYMENT OF DEPARTMENT PERSONNEL** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**Part 3**

**FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]

**PART 4  
SPECIFIC PROVISIONS**

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

D2 Operations Design and Planning Engineer

Address

819 Depot Avenue

City

Dixon

State

IL

Zip Code

61021

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;



6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

**M. Tax Identification Number** GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Rock Falls

Taxpayer Identification Number: 300007450

Legal Status (check one):

Tax-exempt     Government     Other

**N. International Boycott** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**O. Forced Labor** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**P. Equipment** The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/ Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

- A. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals, and other traffic control devices listed on the attached Exhibit A, which is hereby made part of this Agreement and shaded or highlighted.
- B. **Maintenance.** Modernization of traffic control devices is not covered under this Agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.
- C. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made part of this Agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document as agreed upon by both parties.
- D. **Interconnect & Timing.** "Railroad interconnect" shall mean an electrical connection between a traffic signal controller and a railside railroad control system. A "signal interconnect" shall mean an electrical connection between two on-street traffic signal controllers or between a master controller and a central signal system. The GOVERNMENTAL BODY agrees to maintain all signal equipment and connection of railroad crossing warning devices with signal controller. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time. A railroad interconnect shall not be modified without prior notification to and approval by the Illinois Commerce Commission and the DEPARTMENT. If a railroad interconnect needs repairs, such repairs shall not be performed without prior notification and approval, if required, by the Illinois Commerce Commission and the Department.
- E. **Interconnections: Installation and Damage.** The DEPARTMENT will not be responsible for the cost of installing or maintaining traffic signals and signal system interconnects not on but interconnected to traffic signals on U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- F. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to its office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.
- G. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- H. **Costs for Pavement Markings.** Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

I. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary rates for the type of work being performed.

J. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any GOVERNMENTAL BODY must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

K. Existing Agreements or Letters of Understanding. All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

L. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the DEPARTMENT'S Regional Engineer and its Engineer of Operations, and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the DEPARTMENT and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modifications of Exhibit A. This Agreement can be modified according to Part 1.D, by completing the Intergovernmental Agreement Amendment.

M. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this Agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

**PART 6  
COMPENSATION FOR SERVICES**

Funding

Not Applicable		
Subtotal		
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL		

Funding Breakdown

The DEPARTMENT and GOVERNMENTAL BODY agree to the following funding requirements:

A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government however, other DEPARTMENT policies and practices requires cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system, unless otherwise agreed to in a permit or by other agreement. The share of the signal maintenance cost at an intersection will be borne one hundred percent by the DEPARTMENT where the ADT for the route is more than or equal to 35,000. The one hundred percent share will not apply to signal modernization, energy charges, new signal, and signal timing.

i. The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signals and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).

B Billing. Bills shall be submitted to the DEPARTMENT on a Quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

ii. Any proposed single expenditure in excess of \$10,000.00 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

iii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

iv. The GOVERNMENTAL BODY costs are composed of labor, equipment, materials, and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, Social Security, health, hospitalization and life insurance, holidays, vacation, sick leave and worker's compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

v. The cost for contracted work will be the actual cost for the contractor.

a. Maintenance of the traffic signals shall be performed by the GOVERNMENTAL BODY through the DEPARTMENT's approved electrical contractor. If, at any time, the contractor fails to perform any work deemed necessary by the DEPARTMENT's Regional Engineer to keep the traffic signals in proper operating condition, or if the Engineer finds it impossible to contact the designated persons to perform any work, the DEPARTMENT reserves the right to have other electrical contractors perform the needed work. The cost of such work will be invoiced to the GOVERNMENTAL BODY directly from the appointed contractor providing the service.

C. Notices. Notices under this Agreement shall be directed to the following addresses by regular mail or

email to the address shown below:

For the DEPARTMENT:

For the GOVERNMENTAL BODY:

Budget

Not Applicable

**PART 7**

**CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

**[NOT APPLICABLE TO THIS AGREEMENT]**

**PART 8  
AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds?  Yes  No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number\*, Federal Agency, Program Title

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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## ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

### NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Audit Coordination Section, Rm. 303  
2300 South Dirksen Parkway  
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.



**NOTICE**

**Do not submit this certification to the DEPARTMENT with your signed contract.**

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

**Single Audit Not Required Certification**

I certify that \_\_\_\_\_ expended less than \$750,000 in Federal awards in our fiscal year \_\_\_\_\_, and was not required to have a single audit conducted.

<b>Signature</b>	<b>Date</b>
<b>Title</b>	

**Subrecipient Contact Information**

<b>Subrecipient</b>			
<b>Contact Person</b>		<b>Title</b>	
<b>Address</b>		<b>City</b>	<b>State</b> <b>Zip Code</b>
<b>Phone</b>	<b>Fax</b>	<b>Fiscal Year End</b>	<b>E-mail</b>

## EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the City of Rock Falls, in Whiteside County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

**April 16, 2021**

LOCATION**	TS #	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
US 30 at IL 40		100	0		100	0		City
US 30 at 12 <sup>th</sup> Avenue		50	50		50	50		City
IL 40 at 10 <sup>th</sup> Street		50	50		50	50		City
IL 40 at Dixon Avenue		67	33		67	33		City
IL 40 at Third Street		50	50		50	50		City
IL 40 at Second Street		50	50		50	50		City
Traffic Signal Interconnect System		50	50		50	50		City

\*ADT = Avg Daily Traffic (>35,000)  
 \*\*Traffic Signals Maintained by the Municipality

EXHIBIT B  
LONG FORM  
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

**A. GENERAL PROVISIONS**

**1. DOCUMENTATION**

The GOVERNMENTAL BODY shall provide the supporting documents for the items being billed. The approval of an invoice is contingent upon the supporting documentation. If the GOVERNMENTAL BODY'S invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

**2. REFERENCES**

All governing specification texts and manuals (ex: the Standard Specifications for Road and Bridge Construction, the Manual on Uniform Traffic Control Devices ((MUTCD))) cited and referred to herein shall be latest editions of those specification texts and manuals.

**3. CABINET PACK**

Wiring diagrams, phase diagrams, and manuals are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes, repairs and maintenance activities shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

**4. HARDWARE SPECIFICATIONS**

All equipment and material used shall comply with the requirement of the DEPARTMENT's latest edition of Standard Specifications for Road and Bridge Construction and the district special provisions. Maintain logs of equipment installation dates for warranty and for end of service life determination purposes. Catalog cuts shall be submitted to the DEPARTMENT for compliance with the district special provisions.

**5. ROADWAY LIGHTING**

Maintenance of roadway lighting on combination pole assemblies, including but not limited to lighting mast arm(s), luminaire(s), cable, fusing, and control shall be the responsibility of the GOVERNMENTAL BODY. Agreements regarding other roadway lighting equipment shall remain unchanged by this IGA.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, replacing damaged or missing combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

**6. EMERGENCY VEHICLE PREEMPTION SYSTEM**

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to

regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

**7. TRAFFIC SIGNALS INTERCONNECTED TO RAILROAD WARNING DEVICES**

At all locations with railroad/traffic signal interconnects, respond to any failure or damage and all emergency and all red flash alarms within one (1) hour and notify the DEPARTMENT and the Illinois Commerce Commission of any malfunction with railroad preemption equipment.

Traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals shall not be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission. The interconnect controller cabinet shall display the location, the minimum preemption time and the railroad and the Department twenty-four-seven contact phone numbers. The display stickers one for the signal cabinet and another for the railroad bungalow will be furnished by the DEPARTMENT.

**8. DAMAGE REPAIRS**

Repair or replace any or all equipment damaged by any cause whatsoever within the time shown in the Response Table. Replaced equipment shall be new.

Response Table

ITEM	RESPONSE TIME	SERVICE RESTORATION	PERMANENT REPAIR (calendar days)
Cabinet	1 hour	24 hours	21 days
Controllers and Peripheral Equipment	1 hour	4 hours	21 days
System Detector Loop	1 hour	NA	7 days
All Other Detectors	1 hour	NA	21 days
Signal Head and Lenses	1 hour	4 hours	7 days
Aviation Red Beacon	1 hour	4 hours	7 days
Mast Arm Assembly and Pole	1 hour	4 hours	7 days
Traffic Signal Post	1 hour	4 hours	7 days
Cable and Conduit	1 hour	4 hours	7 days
Interconnect and Telemetry	1 hour	4 hours	7 days
Graffiti Removal	NA	NA	7 days
Misalignment of Signal Heads	1 hour	4 hours	4 hours
Closed Loop Monitoring System	1 hour	24 hours	14 days
Post and Poles Plumb Vertically	NA	NA	21 days
Controller, Post & Pole Foundations	NA	NA	21 days
Complaints, Calls, Controller or System Alarms, Timing, Phasing, Programming	1 hour	4 hours	NA
Patrol Truck Deficiencies	NA	24 hours	24 hours
Signal Heads Visibility	1 day	2 days	14 days

**9. ACCIDENT DAMAGE**

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage. Document damage to facilities and notify the Department of the

damage to determine the required repair or replacement.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss in accordance with the percentages shown in Exhibit A.

**10. TEMPORARY TRAFFIC CONTROL.**

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities.

When work is within the traveled way, provide protection for workers and for traveling public by providing adequate traffic control. The traffic control shall conform to the latest edition of Manual on Uniform Traffic Control Devices.

**11. EMERGENCY PERSONNEL**

Provide skilled maintenance personnel who will be available to respond within one (1) hour to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

**B. AS REPORTED OR OBSERVED**

**1. SIGNAL ALIGNMENT**

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

**2. CONTROLLER PROBLEMS**

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

**3. LED SIGNAL HEAD AND LED MODULE REPLACEMENT**

An LED module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement LED modules and LED signal heads that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications.

**4. PAINTING**

Painted signal components shall be repainted as necessary per the paint system's manufacturer's requirements.

**C. WEEKLY**

**1. MASTER CONTROLLER SYSTEMS**

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the

control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central and closed loop signal system management software (Aries, Tactics, Centracs, etc.) on a PC or a server so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

Ensure that communications to master controllers and central signal systems (telephone lines, radio broadband connections, etc.) are functioning and report issues to service providers for repair. Where applicable the GOVERNMENTAL BODY shall utilize JULIE for locate services.

**D. BI-MONTHLY (Every 2 months)**

**1. CABINET INSPECTION**

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

**2. OBSERVE SIGNALS**

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

**3. DETECTION TESTING**

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

**4. VIDEO DETECTION TESTING**

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

**5. CONTROLLER CHECK**

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

**6. FUSE AND BREAKER CHECKS**

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

**E. ANNUALLY**

**1. SIGNAL HEADS VISIBILITY**

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist, including snow and ice. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the

removal of, any man-made obstructions such as signs or banner blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

2. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close-up arm's length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discover of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), take corrective action in a timely manner.

3. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations. Failed conflict monitors or MMUs shall be replaced with new units.

The GOVERNMENTAL BODY, upon request, shall submit copies of the CMU/MMU test reports to the DEPARTMENT. These reports shall be maintained pursuant to Part 2, Paragraph E., "Records Preservation" of the AGREEMENT.

4. PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

## ANIMAL CONTROL AGREEMENT

This Animal Control Agreement (this "Agreement"), is effective as of the 1<sup>st</sup> day of January, 2021 (the "Effective Date"), by and between the Whiteside County Health Department ("the Department"), the City of Rock Falls, Illinois (the "City") and the Rock Falls Area Dog Control Board ("RFADCB").

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**WHEREAS**, the Illinois Animal Control Act, 510 ILCS 5/1 et seq. (the "Act"), requires counties to provide for, among other things, animal population, rabies and dangerous dog control, including the impoundment, shelter and/or sterilization of animals pursuant to the Act and local ordinances (all of the foregoing, the "Services"); and

**WHEREAS**, City and RFADCB have each indicated a need for such Services within their respective territorial jurisdictions (collectively, the "Rock Falls Area"); and

**WHEREAS**, in connection with the foregoing, City and RFADCB desire to contract with the Department to provide the Services within said Rock Falls Area.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

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### DEFINITIONS

- 1.1 "Stray Animal" means an animal that is believed to be unowned, abandoned, unwanted or discarded.
- 1.2 "Straying Animal" means an owned animal that is running-at-large.
- 1.3 "Abandoned Animal" means an owned animal presented and renounced by its owner or his or her agent to the County Pound.
- 1.4 "Bite Animal" means an animal at the County Pound that has bitten a human.
- 1.5 "County Pound" means a facility controlled by the Department used for the impoundment, boarding and lawful disposition of stray or straying animals, bite animals, and any other related uses as authorized under the Act.
- 1.6 The "Parties" mean, collectively, the Department, City and RFADCB.

### MUTUAL RESPONSIBILITIES

- 2.1 The Parties shall procure and maintain, throughout the terms of this Agreement, such policies of professional liability and other insurances as may be necessary to insure itself and its officers, agents and employees against liability arising out of the performance of its responsibilities under this Agreement. Any of the Parties may request, in writing, to be provided with such certificates of insurance showing that all insurance required to be obtained by such other Parties hereunder are in full force and effect.
- 2.2 Notwithstanding anything to the contrary herein, each of the Parties shall retain their individual and unique authority to set and collect fees charged to the public relating to animal control services within their respective jurisdictions.

### THE DEPARTMENT'S RESPONSIBILITIES



**THE DEPARTMENT SHALL . . .**

- 3.1 Perform the Services within the Rock Falls Area for the duration of the Term (as hereinafter defined).
- 3.2 The Department shall utilize the following schedule when performing Services within the Rock Falls Area:
  - a. 8:00 a.m. through 4:00 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday (no weekends or holidays). Department shall expend no less than forty (40) hours per week toward the Services.
  - b. Department shall conduct a minimum of two (2) patrols weekly for the City of Rock Falls and one (1) patrol weekly for each of Coloma, Hopkins and Montmorency Townships. Notwithstanding the foregoing, extra patrols may be conducted at the discretion of the Department's animal control warden.
  - c. The Department shall have a response time of thirty (30) minutes 90% of the time.
- 3.3 Maintain a County Pound.
- 3.5 Cooperate with the City and RFADCB in the enforcement of their respective animal control laws.
  - a. In connection with the foregoing, the City and RFADCB hereby authorize and empower the Department and its officers, employees, agents and representatives, to enforce the provisions of the City and RFADCB's animal control ordinances (see, e.g., Chapter 4 of the Rock Falls Municipal Code), including the issuance of citations to persons violating said provisions within the Rock Falls Area.
  - b. All citations issued by the Department shall be remitted to the City and/or RFADCB's Treasurer, as applicable, at the end of each month.
  - c. Prosecution of any citations issued by the Department shall be the responsibility of the City or RFADCB.
  - d. Any and all fines or penalties collected by the Department pursuant to the issuance of any citations hereunder shall be reimbursed to the City or RFADCB, as applicable, on a monthly basis.
- 3.6 Indemnify and hold harmless the City, RFADCB, and each of their directors, officers, agents and employees from and against all claims, demands or causes of action for injury or death to persons or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from the negligent acts or omissions of the Department, its directors, officers, agents or employees in the performance of the Services and its responsibilities pursuant to this Agreement.
- 3.7 Supply a key to be kept at the Rock Falls Police Department for the City and/or RFADCB's entry to the County Pound, located at 1701 Industrial Park Road, Rock Falls, IL 61071, before and after normal business hours including weekends and holidays.
- 3.8 Provide regular quarterly reports to the City and RFADCB, which reports shall include, at a minimum, the following information:
  - a. the number of Stray Animal incidents reported and/or encountered within the Rock Falls Area during such period;

- b. the number of Straying Animal incidents reported and/or encountered within the Rock Falls Area during such period;
- c. the number of Abandoned Animal incidents reported and/or encountered within the Rock Falls Area during such period;
- d. the number of Bite Animal incidents reported and/or encountered within the Rock Falls Area during such period;
- e. the number of citations issued by the Department in the enforcement of the City and/or RFADCB's animal control ordinances during such period; and
- f. for each item specified in subsections (a) through (e) above, a summary of the animal or animals involved and the enforcement/remediation efforts taken by the Department in response thereto.

3.9 Notwithstanding anything to the contrary herein, the Services shall not include, and the Department shall not be responsible for any outside services incurred (i.e. veterinary/vendor services). Any outside service requests made by the City or RFADCB must be approved by the Department's animal control warden.

### **THE CITY AND RFADCB'S RESPONSIBILITIES**

#### **THE CITY AND RFADCB SHALL EACH . . .**

- 4.1 Compensate the Department for the Services pursuant to the terms and at the rate set forth in Exhibit A, attached hereto and incorporated herein.
  - a. The Parties agree that the payments made to Department in the performance of the Services hereunder shall be subject to annual review, with any increases being mutually agreeable to the Parties hereto.
- 4.2 Indemnify and hold harmless the Department its directors, officers, agents and employees from and against all claims, demands or causes of action for injury or death to persons or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from the negligent acts or omissions of the City or RFADCB, and their respective directors, officers, agents or employees, in the performance of their responsibilities pursuant to this Agreement.

### **TERMINATION**

- 5.1 This Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years (the "Term").
- 5.2 This Agreement may be terminated by any of the Parties hereto by giving no less than thirty (30) days' notice in writing to the other Parties of its intention to terminate this Agreement.

### **MISCELLANEOUS**

- 6.1 Entire Agreement. This Agreement contains the entire understanding between the Parties. No changes, modifications, or alterations of any of the terms and provisions contained in this Agreement shall be

effective unless changed, modified or altered in writing and signed by the Parties hereto.

- 6.2 Assignment. This Agreement may not be assigned by any of the Parties hereto without the prior written consent of the others.
- 6.3 Waiver. A waiver by any party of a breach or failure to perform under this Agreement shall not constitute a waiver of any subsequent breach or failure.
- 6.4 Severability. If any clause, sentence, provision or other portion of this Agreement is or becomes illegal, null, void or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.
- 6.5 Notices. The following addresses shall be used in providing notices of any kind related to this contract:

**Public Health Administrator**  
Whiteside County Health Department  
1300 W 2<sup>nd</sup> St  
Rock Falls, IL 61071

**Mayor**  
City of Rock Falls  
603 W 10<sup>th</sup> St  
Rock Falls, IL 61071

**RFADCB**  
Townships  
7155 Hoover Rd  
Rock Falls, IL 61071

- 6.7 Governing Law. This Agreement will be governed and construed according to the laws of the State of Illinois.

**WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.**

***Whiteside County Health Department***

**Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

***City of Rock Falls***

**Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

***Rock Falls Area Dog Control Board***

**Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Exhibit A**

1. \$1,155.00 per month to be paid at the end of each month of Service during the Term.
2. \$50.00 per pick-up or enforcement visit by the Department if Services are requested by the City or RFADCB outside of the Department's regularly scheduled hours, as specified in Section 3.2, and the animal has been returned to its owner prior to the Department arriving at the requested location.

**WRITE OFFS JANUARY 2021 - MARCH 2021**

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<b><u>BANKRUPTCY</u></b>													
PACZESNY, DONNA	20-01250-01	292.80	74.47		155.08		49.16		13.39		0.70		292.80
REYNOLDS, NICHOLE	15-02860-06	327.77	209.03		66.41		31.22		17.03		4.08		327.77
<b><u>TOTAL</u></b>		<b>620.57</b>	<b>283.50</b>	<b>0.00</b>	<b>221.49</b>	<b>0.00</b>	<b>80.38</b>	<b>0.00</b>	<b>30.42</b>	<b>0.00</b>	<b>4.78</b>	<b>0.00</b>	<b>620.57</b>
<b><u>DECEASED</u></b>													
BANNICK, LONNIE	18-01950-21	454.57	284.04		117.31		48.08				5.14		454.57
BRIGGS, CHARLES	12-02040-09	157.05	154.39								2.66		157.05
KELLER, ROBERT	43-00280-29	391.11	166.19	4.41	122.81	3.82	55.16	1.58	32.80	1.00	3.34		391.11
SHEPARD, NANETTE	13-00910-16	237.59	112.35	4.18	68.51	1.75	34.55	0.79	12.61	0.40	2.45		237.59
<b><u>TOTAL</u></b>		<b>1,240.32</b>	<b>716.97</b>	<b>8.59</b>	<b>308.63</b>	<b>5.57</b>	<b>137.79</b>	<b>2.37</b>	<b>45.41</b>	<b>1.40</b>	<b>13.59</b>	<b>0.00</b>	<b>1,240.32</b>
<b><u>SPECIAL CIRCUMSTANCE</u></b>													
CHECKERS	26-00840-06	120.53			92.34	3.83	24.00	0.36					120.53
FISHER SR, LAURENCE	9-00730-01	1,610.43			1,240.35	57.84	306.05	5.19	0.92	0.08			1,610.43
LOPEZ, ANNA	14-01110-02	2,150.73			1,642.09	75.69	425.86	7.09					2,150.73
PARKER, PATRICK	33-08001-04	3,942.42	3,942.42										3,942.42
YOUNG, JOAN	8-00190-06	2,079.73			1,675.91	75.49	321.12	7.21					2,079.73
<b><u>TOTAL</u></b>		<b>9,903.84</b>	<b>3,942.42</b>	<b>0.00</b>	<b>4,650.69</b>	<b>212.85</b>	<b>1,077.03</b>	<b>19.85</b>	<b>0.92</b>	<b>0.08</b>	<b>0.00</b>	<b>0.00</b>	<b>9,903.84</b>
<b><u>AGED OUT</u></b>													
BOLES, LYNN	23-00750-03	1,270.85	69.81		667.90		508.92		22.69		1.53		1,270.85
BURGER, DANIEL	23-00020-04	4,448.76					4,448.76						4,448.76
GARCIA, EDWARD	30-01360-04	140.04	89.58	6.57					40.10	2.01	1.78		140.04
HINES, TAMARA	21-01060-10	784.55	586.00	41.52	66.53	7.01	40.32	4.09	21.34	1.26	16.48		784.55
HURD, TRAVIS	7-00430-20	383.51	235.76	11.29	83.07	3.67	41.63	1.61			6.48		383.51
KELLER, CASEY	8-00230-05	258.87			98.50		160.37						258.87
LEWIS, JUANITA	27-00140-08	507.51	487.97								19.54		507.51
MCGUIRE, JENNA	41-00190-12	7.54	3.33	2.14					1.24	0.75	0.08		7.54
MCLEAN, JESSICA	22-00960-02	231.21	71.51	7.88	88.71	4.41	34.57	1.43	17.63	0.88	4.19		231.21
NELSON, JOSEPH	20-00500-10	223.05	213.99	3.07							5.99		223.05
NORTON, JOSEPH	8-01420-24	150.82	56.54	2.26	49.08	1.91	20.10	0.59	18.13	0.75	1.46		150.82
NUNEZ, MARGOT	28-00730-10	277.26	200.69	9.76	39.44	2.08	19.00	0.75			5.54		277.26
PRADO, ALEXANDRA	28-00690-08	566.36	418.28	10.95	79.26	2.85	42.18	1.40			11.44		566.36

**WRITE OFFS JANUARY 2021 - MARCH 2021**

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
ROBINSON, SIGOURNEY	25-01420-10	384.08	310.70	9.27	38.12	1.32	15.59	0.41			8.67		384.08
SCHRYVER, JILL MICHELLE	6-00230-14	327.73	183.23		73.11	1.88	29.91	0.58	26.98	0.73	11.31		327.73
TRUMBLA, JOHN/TAMMIE	10-00060-05	255.60	171.69	7.44	39.16	1.24	17.13	0.38	13.39	0.49	4.68		255.60
ZORTORRES, JAMAL	21-00470-04	1,264.69	571.84	22.23	349.49	16.21	219.43	10.11	56.35	2.25	16.78		1,264.69
<b><u>TOTAL</u></b>		<b>11,482.43</b>	<b>3,670.92</b>	<b>134.38</b>	<b>1,672.37</b>	<b>42.58</b>	<b>5,597.91</b>	<b>21.35</b>	<b>217.85</b>	<b>9.12</b>	<b>115.95</b>	<b>0.00</b>	<b>11,482.43</b>
<b><u>GRAND TOTAL</u></b>		<b>23,247.16</b>	<b>8,613.81</b>	<b>142.97</b>	<b>6,853.18</b>	<b>261.00</b>	<b>6,893.11</b>	<b>43.57</b>	<b>294.60</b>	<b>10.60</b>	<b>134.32</b>	<b>0.00</b>	<b>23,247.16</b>
													<b>23,247.16</b>

# General Procedures Governing Utility Service

City of Rock Falls, Illinois

Approved/June 28, 2013

## Section VII. - Billing

### A. In General

The RFU will generate and mail bills to customers for utility services each month. Each bill prepared shall be mailed to the customer at the address provided by the customer. Each bill shall contain the following information:

1. The time period and number of days of utility services provided for each service;
2. The amount owed for each utility service supplied;
3. The date when complete payment is due;
4. Notice whether the bill for each service is based upon actual or estimated measurement of the amount of utility services supplied
5. Notice that customers may call the utilities office at the telephone listed on the bill in order to:
  - a. Dispute the amount of any utility charge;
  - b. Avoid termination of utility services for non-payment in accordance with the provisions of this chapter, or
  - c. Request the restoration of any utility service previously terminated.

### B. Billing Schedule

Billing Date:	15 <sup>th</sup> and 1 <sup>st</sup> of each month
Due Date:	10 <sup>th</sup> and 25 <sup>th</sup> of each month
Penalty Posted:	11 <sup>th</sup> and 26 <sup>th</sup> of each month
Notice of Disconnect Generated:	No later than 32 <sup>nd</sup> day after billing date
Disconnection:	No sooner than 46 <sup>th</sup> day after billing date