## City of Rock Falls

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

Mayor Rod Kleckler 815-380-5333

City Administrator Robbin Blackert 815-564-1366



City Clerk
Pam Martinez
815-622-1100

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 7, 2024 5:30 p.m.

Call to Order at 5:30 p.m. Pledge of Allegiance Roll Call

#### **Rock Falls Police Department**

Oath of Office - Devin Teske, Police Officer

#### **Audience Requests**

#### **Community Affairs**

Rock Falls Chamber of Commerce, Sam Smith President/CEO

#### **Consent Agenda:**

- 1. Approval of the minutes of the April 16, 2024, City Council Meeting 👄
- 2. Approval of bills as presented 👄
- 3. Approval of a Carnival Business License to allow for St. Andrew School to hold a carnival on May 16, 17, 18 and 19, 2024.
- 4. Approve Mayoral Appointments for the 2024-2025 Standing Committees 👄
- 5. Approve Alderman Brian Snow as Mayor Pro Tem for a term of one year

#### Ordinance 2nd Reading & Adoption:

- 1. Ordinance 2024-2644 Vacating Right of Way (Part of 24th Street in Glen's Garden Subdivision). ⇔
- 2. Ordinance 2024-2645 An Amendment to an Ordinance Establishing an Enterprise Zone with the Illinois Counties of Whiteside and Carroll (first reading preliminary to adoption hereof is hereby waived).

#### **Resolution:**

1. Resolution 2024-921 - 2024 Fiesta Day Parade 👄

#### **City Administrator Robbin Blackert:**

- 1. Approval for Code Enforcement to purchase a 2024 Ford Explorer XLT from Kunes Ford of Sterling, 2811 Locust Street, Sterling, IL 61081 in the amount of \$40,000.00.
- 2. Approval of Change Order No. 1 with Porter Brothers Construction for the Celletti Parking Lot Addition in the amount of \$15,002.00 to relocate parking lot to the east, increase sidewalk width to 10′ adding 1,154 square feet. 👄

#### Information/Correspondence

Matt Cole, City Attorney Corey Buck, City Engineer

#### Alderman Reports/Committee Chairman Requests

#### Ward 1

Alderman Bill Wangelin - Public Property/Public Works Committee Chairman/Tourism Committee

- 1. Recommendation from the Public Property/Public Works Committee to approve agreement for the Collection and Disposal of Residential Solid Waste, Recyclable Materials and Yard Waste between the City of Rock Falls and Midwest Disposal, LLC − Contract Term July 1, 2025 through June 30, 2030. ⇔
- 2. Approval of Change Order Number 1 with Gensini Excavating for the RBW District Control Room and Toilet Room Project in the amount of \$63,500.00 for saw cutting and removing approximately 1275 lineal feet of sidewalk and replacing with a 2 feet deep concrete tow/filling in the void under the existing sidewalk.

Alderman Gabriella McKanna - Finance/Insurance/Investment Committee Chairman

- 1. Recommendation from the Finance Committee to approve the Utility Office Write-Offs for January through March 2024.
- 2. Recommendation from the Finance Committee to allow the Police Department to purchase a 2024 Dodge Durango PPV with upgrades from Thomas Dodge Chrysler Jeep Ram, 9604 Indianapolis Blvd, Highland, IN 46322 in an amount not to exceed \$50,000.00.
- 3. Recommendation from the Finance Committee to approve a Quote from Suntronix Signs, 567 Hwy 17, New Boston, IL 61272 in the amount of \$9,775.00 for a Single Face Digital Sign and approve Proposal from Simon Masonry, 29518 Penrose Road, Sterling IL 61081 for masonry materials and installation in the amount of \$11,225.00, for a project total of \$21,000.00.

#### Ward 2

**Alderman Brian Snow -** Building Code Committee Chairman/Utility Committee Vice Chairman

- 1. Recommendation from the Utility Committee to approve bid for the Phase III Watermain Loan Project from Gensini Excavating, 10602 IL Highway 26, Princeton, IL 61356 in the amount of \$1,721,481.46. ♥
- 2. Recommendation from the Utility Committee to approve a Generator Maintenance Agreement with Altorfer, 4712 Buckeye Street, Davenport, IA.
- 3. Recommendation from the Utility Committee to approve and acknowledge an emergency purchase for repair and parts for UV parts from Trojan Technologies, 3020 Gore Road, London, Ontario Canda in the amount of \$15,114,45.
- 4. Recommendation from the Utility Committee to approve the bid for the installation of an Intake Rake from J.F. Brennan Company, Inc., 818 Bainbridge Street, LaCross, IW in the amount of \$240,800.00.
- 5. Recommendation from the Utility Committee to approve the Engineering Proposal for the Hydro upgrade of switchgear relays, owner's engineer and PM support for the

hydro control system and mechanical systems from BHMG Engineers, Inc., 9735 Landmark Parkway, Suite 110A, St. Louis, MO 63127 in the amount of \$351,200.00. 
• Alderman Vickey Byrd

#### Ward 3

Alderman Steve Dowd Alderman Cody Dornes

#### Ward 4

**Alderman Violet Sobottka –** Ordinance/License/Personnel/Safety Committee Chairman **Alderman Cathy Arduini** 

#### Mayor's Report:

#### **Executive Session:**

1. Section 2(c)(1) – Employee hiring, firing, compensation, discipline and performance.

#### **Action taken from Executive Session**

#### Adjournment

Next City Council Meeting - May 21, 2024, at 5:30 p.m.

Posted: May 3, 2024

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.

## City of Rock Falls

603 W. 10th Street Rock Falls, IL 61071-2854

Regular meeting minutes of the Mayor and Aldermen of the City of Rock Falls

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on April 16, 2024, in the Council Chambers by Mayor Rod Kleckler.

City Clerk Pam Martinez called the roll following the pledge of allegiance. A quorum was present including Mayor Kleckler, Aldermen McKanna, Wangelin, Snow, Byrd, Dowd, Dornes, Arduini, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present.

#### **Proclamation:**

Proclaiming April 14-20, 2024, as National Public Safety Telecommunicators Week. A motion was made by Alderman Snow to approve the Proclamation April 14-20, 2024, as National Public Safety Telecommunicators Week and second by Alderman Wangelin. **Vote Via Voice, all approved, motion carried.** 

#### Audience request:

Jim Pozzi – Republic Services, stated the Moring office building in Rock Falls has been up and running and is asking the City Council to table the decision on the contract that will be voted on tonight for Solid Waste & Recycling Bid and give 12 months to have more information. Republic Services has the team in place and have been working in Rock Falls.

#### **Community Affairs:**

None.

#### **Consent Agenda:**

Consent Agenda items 1-3 were read aloud by City Clerk Pam Martinez.

- 1. Approval of the minutes of the April 2, 2024, City Council Meeting.
- 2. Approval of bills as presented.
- 3. Approve Mayor's Appointments to the Fire Police Commission Tim Cain (06-2024 through 05-2027) and Deena Simester (06-2023 through 05-2026).

A motion was made by Alderman Wangelin to approve the Consent Agenda and second by Alderwoman McKanna.

Vote 8 ave, motion carried.

#### Ordinance 2<sup>nd</sup> Reading & Adoption:

 Ordinance 2024-2640 – Supplemental Appropriation Ordinance (Fiscal Year 2024). A motion was made by Alderwoman McKanna to approve Ordinance 2024-2640 – Supplemental Appropriation Ordinance (Fiscal Year 2024) for second reading and adoption and second by Alderman Wangelin.

#### Vote 8 aye, motion carried.

2. Ordinance 2024-2641 — Approving Annual Purchase Power Adjustment.

A motion was made by Alderwoman Sobottka to approve Ordinance 2024-2641 —
Approving Annual Purchase Power Adjustment for second reading and adoption and second by Alderman Snow.

#### Vote 8 ave, motion carried.

 Ordinance 2024-2642 – Authorizing the Execution of the New Power Sales Contract and a New Capacity Purchase Agreement with the Illinois Municipal Electric Agency for the Delivery Period Commencing October 1, 2035. A motion was made by Alderman Snow to approve Ordinance 2024-2642 - Authorizing the Execution of the New Power Sales Contract and a New Capacity Purchase Agreement with the Illinois Municipal Electric Agency for the Delivery Period Commencing October 1, 2035, for second reading and adoption and second by Alderman Dowd.

#### Vote 8 aye, motion carried.

4. Ordinance 2024-2643 – Authorizing the Disposal of Concrete Flower Pots.

A motion was made by Alderwoman McKanna to approve Ordinance 2024-2643 – Authorizing the Disposal of Concrete Flower Pots for second reading and adoption and second by Alderman Dornes.

Vote 8 aye, motion carried.

#### Resolution:

 Resolution 2024-920 – Authorizing the Use of Undesignated Tourism Fund Reserve Balance for the Construction of Public Restrooms at the RB&W Park.
 A motion was made by Alderman Snow to approve Resolution 2024-920 -Authorizing the Use of Undesignated Tourism Fund Reserve Balance for the Construction of Public Restrooms at the RB&W Park and second by Alderwoman Sobottka.

Vote Via Voice, all approved, motion carried.

#### City Administrator:

City Administrator Blackert shared a Thank You Letter from the Moore Family.

#### City Attorney:

None

#### City Departments:

Dick Simon, Electric Department Supervisor, shared information on RP3. The Electric Department was awarded the Platinum Award for a score of 93.5 percent on being a RP3 City.

#### Alderman Reports / Committee Chairman Requests

A motion was made by Alderman Wangelin to approve the recommendation from the Public Property/Public Works Committee too approve the purchase of 2-Kenworth T480H trucks with complete snowplow package from Bonnell Industries, Inc., 1385 Franklin Grove Road, Dixon, IL 61021 in the amount of \$259,699.52 each, financing to be determined and second by Alderman Dowd.

Vote 8 aye, motion carried.

A motion was made by Alderman Wangelin to approve the Recommendation from the Public Property/Public Works Committee to award the Solid Waste & Recycling Bid to Midwest Disposal, 1556 Red Brick Road, Dixon, IL 61021, to take effect July 1, 2025, and second by Alderman Dowd. Discussion was had by City Council members.

Vote 6 aye, 2 no (Sobottka and Arduini) motion carried.

A motion was made by Alderwoman McKanna to approve the Recommendation from the Finance Committee to approve the Fiscal Year 2025 Budgets and second by Alderman Snow.

Vote 8 aye, motion carried.

#### Mayor's Report:

Mayor Kleckler asked City Council if there were any changes that need to be made to committees to let him know.

#### **Executive Session:**

1. Section 2(c)(2) – Collective negotiating matters and deliberations concerning salary schedules.

A motion was made by Alderwoman Sobottka to move into Executive Session and second by Alderman Snow.

Vote 8 aye, motion carried 6:00 p.m.

Return to regular session 6:21 p.m.

#### Action taken from Executive Session

1. Section 2(c)(2) – Collective negotiating matters and deliberations concerning salary schedules.

A motion was made by Alderwoman Sobottka to approve the Police contract for Rock Falls Police Department and second by Alderman Wangelin.

Vote 7 aye, 1 recused (McKanna), motion carried.

A motion was made by Alderman Snow to adjourn and second by Alderwoman McKanna. **Vote via voice, all approved (6:22 p.m.)** 

Pamela Martinez

Pamela Martinez, City Clerk

### CITY OF ROCK FALLS 603 W 10th Street Rock Falls, Illinois

### 05/07/2024 Council Meeting

To the Mayor and City Council of the City of Rock Falls, your Committee on Finance would respectfully report that they have examined the following bills presented against the City, and have found the same correct and would recommend the payment of the various amounts to the several claimants as follows:

Tourism	\$5,280.74
General Fund	\$185,665.82
Electric	\$112,373.05
IT Fund	\$6,048.98
Sewer	\$51,417.63
Water	\$26,224.81
Garbage	\$4.58
Customer Service Center	\$3,445.07
Motor Fuel Tax Fund	\$5,196.80
Customer Utility Deposits	\$1,036.69
	\$396,694.17

Alderman Wangelin Alderman Palmer Alderman Dornes Alderman Arduini DATE: 04/18/24 TIME: 13:30:27

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VENDOR #	NAME		PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM 05	TOURISM			
5015 5032 5175 5308	CARD SERVICE CENTER COMCAST FAMILY STONE MEMORIA: LEAF	LS	84,048.50 5,562.96 7,614.00	215.85 5.54 845.00 96.96
		TOURISM		1,163.35
GENERAL FUN	D ADMINISTRATION			
			4,380.00 84,048.50 5,562.96	300.00 15.12 5.54 117.00
		ADMINISTRATION		437.66
02	CITY ADMINISTRATOR		•	
5032	COMCAST		5,562.96	2.77
		CITY ADMINISTRATOR	:	2.77
04	BUILDING			
4655 5032 5179 5308 5311	WHEELHOUSE, INC. COMCAST ROSS JOHNSON JR LEAF SAMSARA NETWORKS INC		9,603.52 5,562.96 167.26 7,614.00 8,139.94	130.00 11.07 174.02 96.96 20.00
		BUILDING		432.05
05	CITY CLERK'S OFFICE			
5015 5032	CARD SERVICE CENTER COMCAST		84,048.50 5,562.96	21.24 11.07
		CITY CLERK'S OFFIC	E	32.31

DATE: 04/18/24 TIME: 13:30:27

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUN 06	D POLICE		
1499 5015 5032	WILLIAM & MARY COMPUTER CENTER ILLINOIS ASSOCIATION OF CARD SERVICE CENTER COMCAST ROCK FALLS AREA DOG CONTROL POLICE	82,224.45 764.00 84,048.50 5,562.96 4,599.53	322.00
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	9,450.00	850.00
	CODE HEARING DE	PARTMENT	850.00
10	STREET		
2451 4207 4447 4775 4796 5015 5032 5311 580	WILCO RENTAL MENARDS O'REILLY AUTOMOTIVE INC FRANK'S SMALL ENGINE REPAIR BIRKEY'S FARM STORE INC VERIZON WIRELESS CARD SERVICE CENTER COMCAST SAMSARA NETWORKS INC MCCORMICK'S IL DEPT OF AGRICULTURE  STREET	5,255.50 18,611.57 5,622.93 562.87 790.36 11,320.95 84,048.50 5,562.96 8,139.94 1,809.87 60.00	299.99 225.84 35.97 799.00 184.91 47.29 3,182.37 5.54 200.00 218.99 120.00 5,319.90
12	PUBLIC PROPERTY		
1279 5015	WILCO RENTAL CARD SERVICE CENTER	5,255.50 84,048.50	84.19 36.04
	PUBLIC PROPERTY		120.23
13	FIRE		
5015	CARD SERVICE CENTER	84,048.50	484.75

DATE: 04/18/24

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#### INVOICES DUE ON/BEFORE 04/19/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUN			
13	FIRE		
5032	COMCAST	5,562.96	19.38
	FIRE	·	504.13
ELECTRIC FU	ND		
20	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	82,224.45	649.00
194	GRUMMERT'S HARDWARE - R.F.	7,063.65	59.79
283	ANIXTER INC	348,866.47	1,180.00
440	IMUA	8,434.00	500.00
4770	IFM EFECTOR, INC.	732.49	428.27
4796	VERIZON WIRELESS	11,320.95	323.24
5015	CARD SERVICE CENTER	84,048.50	2,321.88
5020	GRAYBAR ELECTRIC CO INC	F F 62 06	790.69 27.68
5032	COMCAST	5,562.96 15,170.00	34.33
	TALLMAN EQUIPMENT CO INC. SAMSARA NETWORKS INC	•	280.00
	B & D SUPPLY CO.	2,418.36	15.99
	OPERATION & A	MAINTENANCE	6,610.87
SEWER FUND	ODEDATE ON A MAINTENANCE		
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	7,063.65	26.44
2379	STANDARD EQUIPMENT COMPANY	9,659.37	
2451	MENARDS	18,611.57	130.65
	USA BLUE BOOK	5,690.22	1,448.59
4990	TROJAN TECHNOLOGIES	04 040 50	4,108.95
5015	CARD SERVICE CENTER	84,048.50	1,340.13
5032	COMCAST	5,562.96	19.38
5111	ALLMAX SOFTWARE LLC	8,139.94	3,637.50 120.00
5311 5377	SAMSARA NETWORKS INC DYLAN FLOSI	243.05	147.22
	MILES TRUCK & TRAILER WORKS	.25,332.63	170.10
	OPERATION & M	MAINTENANCE	11,597.29

#### WATER FUND

48 OPERATION & MAINTENANCE

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VENDOR #	NAME		PAID THIS FISCAL YEAR	AMOUNT DUE
WATER FUND 48	OPERATION & MAINTENA	NCE		
1110	~		3,272.36	
194			7,063.65	152.38
4361		#2516	221,275.69	
4796	VERIZON WIRELESS		11,320.95	38.01
5015	CARD SERVICE CENTER		84,048.50	39.08
5032 5111	COMCAST		5,562.96	13.84 1,212.50
5111	ALLMAX SOFTWARE LLC LEE JENSEN SALES CO,	TNC	1,492.95	1,151.48
5311	SAMSARA NETWORKS INC		8,139.94	120.00
5405	WCT	•	2,504.03	280.00
795	SBM BUSINESS EQUIPME	NT CENTER	12,714.99	63.00
		OPERATION & MA	INTENANCE	10,295.16
GARBAGE FUN	n ·			
50	GARBAGE			
364	GRUMMERTS HARDWARE -	STERLING	790.35	4.58
		GARBAGE		4.58
CUSTOMER SE	RVICE CENTER			
51	CUSTOMER SERVICE CEN	TER		
4664	STAPLES ADVANTAGE		1,122.90	381.01
5032	COMCAST		5,562.96	19.38
		CUSTOMER SERVI	CE CENTER	400.39
MOTOR FUEL '	TAX FUND MOTOR FUEL TAX			
2067	HELM MATERIALS		148,871.73	2,248.40
		MOTOR FUEL TAX		2,248.40
CHSTOMER HT	ILITY DEPOSITS			
75	CUSTOMER UTILITY DEP	OSITS		
T0005840	JONNA SURRATT			175.16
		CUSTOMER UTILI	TY DEPOSITS	175.16
		TOTAL ALL DEPA	RTMENTS	43,168.21

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VENDOR #	NAME		PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM 05	TOURISM		·	
200 5032 5314			1,932.41 5,789.86 23,100.00	30.38 6.27 1,000.00
		TOURISM		1,036.65
GENERAL FUN	D ADMINISTRATION			
5032	COMCAST		5,789.86	6.27
		ADMINISTRATION		6.27
02	CITY ADMINISTRATOR			
5032	COMCAST		5,789.86	3.13
		CITY ADMINISTRA	·	3.13
04	BUILDING	•		
1493 5032	WILLIAM & MARY COMPU- COMCAST	TER CENTER	84,079.45 5,789.86	99.00 12.53
		BUILDING		111.53
05	CITY CLERK'S OFFICE			
5032	COMCAST		5,789.86	12.53
		CITY CLERK'S OF		12.53
06	POLICE			
1448 194 4631 5032 5147	IL DEPT OF INNOVATION GRUMMERT'S HARDWARE WHITESIDE COUNTY COMCAST ID NETWORKS		4,781.16 7,302.26 226,005.92 5,789.86 2,995.00	398.43 3.58 34,421.45 103.38 2,995.00

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUN			
06	POLICE		
651	NICOR	70,560.75	163.58
662	RAY O'HERRON CO., INC.	7,624.53	1,117.48
	SBM BUSINESS EQUIPMENT CENTER	12,777.99	765.00
T0005843	VELAN SOLUTIONS LLC		1,000.00
	POLICE		40,967.90
10	STREET		
1279	WILCO RENTAL	5,639.68	116.98
194	GRUMMERT'S HARDWARE - R.F.	7,302.26	30.95
2451	MENARDS	18,968.06	48.95
2985	CAPITAL ONE	7,188.74	151.27
4207 4655	O'REILLY AUTOMOTIVE INC WHEELHOUSE, INC.	5,658.90 9,733.52	28.99 40.00
5032	COMCAST	5,789.86	6.27
5394	OLIVIA GUTIERREZ	1,625.00	125.00
	KYLER BECK	,	20.75
T0005828	AMERICAN TREE SERVICE	1,100.00	1,200.00
	STREET		1,769.16
12	PUBLIC PROPERTY		
1493	WILLIAM & MARY COMPUTER CENTER	84,079.45	43.56
2451	MENARDS	18,968.06	57.93
4640	TERRACON CONSULTANTS	16,364.35	6,850.50
	PUBLIC PROPERTY		6,951.99
13	FIRE		
2985	CAPITAL ONE	7,188.74	241.83
45	AMERICAN TEST CENTER INC.	7,100.71	1,170.00
4631	WHITESIDE COUNTY	226,005.92	34,421.46
4957	DERICK NEWTON	15.00	148.70
5032	COMCAST	5,789.86	41.93
5370 651	TARGET SOLUTIONS LEARNING LLC NICOR	4,231.34 70,560.75	2,222.00 490.75
795	SBM BUSINESS EQUIPMENT CENTER	12,777.99	2,943.81
T0002968	BRANDON LEWIS	512.95	86.59

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VENDOR #	NAME	PAID THIS FISCAL YEAR	
GENERAL FUN 13			
T0005227	ROCK RIVER SERVICE COMPA	16,943.00	1,108.00
	FIF	RE	42,875.07
EMPLOYEE GR 15	OUP INSURANCE EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	696.00	66.00
	EMF	LOYEE GROUP INS	66.00
ELECTRIC FU 20	ND OPERATION & MAINTENANCE		
5369 5402	GRUMMERT'S HARDWARE - R. BORDER STATES INDUSTRIES VERTIV CORPORATION COMCAST HELM ELECTRIC IFP MOTION SOLUTIONS INC JW ROCK FALLS JULIE GAUMER	INC 12,067.47 2,166.92 5,789.86 55,360.65	5.74 881.00 2,329.44 31.34 3,321.00
SEWER FUND 38	OPERATION & MAINTENANCE		
1023 1279 194 200 2379 2655 2985 332 34 4707 4796 4990	WILLETT, HOFMANN & ASSOC WILCO RENTAL GRUMMERT'S HARDWARE - R. COM ED STANDARD EQUIPMENT COMPA MISSISSIPPI VALLEY PUMP, CAPITAL ONE FYR-FYTER, INC. ALTORFER INC. KIMBALL MIDWEST VERIZON WIRELESS TROJAN TECHNOLOGIES	5,639.68 F. 7,302.26 1,932.41 10,107.70	57.64 9.93 214.18 3,066.36 700.00 148.76 788.65 9,178.04 470.32 279.57

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
SEWER FUND	OPERATION & MAINTENANC	E	
5032 5405	COMCAST WCT	5,789.86 2,784.03	21.93 2,210.00
	0	PERATION & MAINTENANCE	34,227.23
WATER FUND	OPERATION & MAINTENANC	E	
4387 5032	MOORE TIRES INC. CAPITAL ONE AMERICAN LEAK DETECTIO COMCAST FERGUSON ENTERPRISES L MURRAY & SONS EXCAVATI	5,789.86 LC 9,656.17	35.76 536.39 500.00 15.67 58.72 3,410.00
	0	PERATION & MAINTENANCE	4,556.54
CUSTOMER S	ERVICE CENTER CUSTOMER SERVICE CENTE	R	
5032	COMCAST	5,789.86	21.93
	C	USTOMER SERVICE CENTER	21.93
	Т	OTAL ALL DEPARTMENTS	141,256.08

DATE: 05/02/24 TIME: 13:28:31

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TOURISM 05 TOURISM  1493 WILLIAM & MARY COMPUTER CENTER 6.00 172 CITY OF ROCK FAILS 500.00 5360 AMAZON CAPITAL SERVICES 15.99 70005115 TASTE OF FIRSTA 500.00 70005812 THE RADAR FREE PRESS 146.25 70005844 CHICAGO JAZZ PUBLISHING & 800.00 70005845 WTVO WQRF 1,000.00  TOURISM 3,080.74  CENERAL FUND 1472 WARD, MURRAY, PACE & JOHNSON 11,031.04 1493 WILLIAM & MARY COMPUTER CENTER 2.00 795 SBM BUSINESS EQUIPMENT CENTER 22.00  ADMINISTRATION 11,555.04  02 CITY ADMINISTRATOR 22.00 1493 WILLIAM & MARY COMPUTER CENTER 22.00 795 SBM BUSINESS EQUIPMENT CENTER 22.00  ADMINISTRATION 11,555.04  02 CITY ADMINISTRATOR 22.00 04 BUILDING 1493 WILLIAM & MARY COMPUTER CENTER 22.00 05 SBM BUSINESS EQUIPMENT CENTER 22.00 06 CITY ADMINISTRATOR 128.25  07 WILLIAM & MARY COMPUTER CENTER 22.00 08 CITY ADMINISTRATOR 128.25  09 WILLIAM & MARY COMPUTER CENTER 22.00 1493 WILLIAM & MARY COMPUTER CENTER 25.75 2797 MARK SEARING 40.00 5360 AMAZON CAPITAL SERVICES 56.74	HENDOD #	NAME	PAID THIS	WALING DITE
1493   WILLIAM & MARY COMPUTER CENTER   6.00     172	VENDOR #	NAME	FISCAL YEAR	AMOUNT DUE
172		TOURISM		
GENERAL FUND 01 ADMINISTRATION  1472 WARD, MURRAY, PACE & JOHNSON 11,031.04 1493 WILLIAM & MARY COMPUTER CENTER 2.00 753 ROCK FALLS CHAMBER OF COMMERCE 500.00 795 SBM BUSINESS EQUIPMENT CENTER 22.00  ADMINISTRATION 11,555.04  02 CITY ADMINISTRATOR  1493 WILLIAM & MARY COMPUTER CENTER 6.25 4972 ROBBIN BLACKERT 100.00 795 SBM BUSINESS EQUIPMENT CENTER 22.00  CITY ADMINISTRATOR 128.25  04 BUILDING  1493 WILLIAM & MARY COMPUTER CENTER 22.00  ADMINISTRATOR 128.25  05 CITY ADMINISTRATOR 128.25	172 5360 T0005115 T0005777 T0005812 T0005844	CITY OF ROCK FALLS AMAZON CAPITAL SERVICES TASTE OF FIESTA AROUNDPTOWN.COM THE RADAR FREE PRESS CHICAGO JAZZ PUBLISHING &		500.00 15.99 500.00 112.50 146.25 800.00
01       ADMINISTRATION         1472       WARD, MURRAY, PACE & JOHNSON       11,031.04         1493       WILLIAM & MARY COMPUTER CENTER       2.00         753       ROCK FALLS CHAMBER OF COMMERCE       500.00         795       SBM BUSINESS EQUIPMENT CENTER       22.00         ADMINISTRATION       11,555.04         02       CITY ADMINISTRATOR       11,555.04         1493       WILLIAM & MARY COMPUTER CENTER       6.25         4972       ROBBIN BLACKERT       100.00         795       SBM BUSINESS EQUIPMENT CENTER       22.00         CITY ADMINISTRATOR       128.25         04       BUILDING          1493       WILLIAM & MARY COMPUTER CENTER       25.75         2797       MARK SEARING       40.00         5360       AMAZON CAPITAL SERVICES       56.74		TOURISM		3,080.74
1493       WILLIAM & MARY COMPUTER CENTER       2.00         753       ROCK FALLS CHAMBER OF COMMERCE       500.00         795       SBM BUSINESS EQUIPMENT CENTER       22.00         ADMINISTRATION       11,555.04         02       CITY ADMINISTRATOR       11,555.04         1493       WILLIAM & MARY COMPUTER CENTER       6.25         4972       ROBBIN BLACKERT       100.00         795       SBM BUSINESS EQUIPMENT CENTER       22.00         CITY ADMINISTRATOR       128.25         04       BUILDING         1493       WILLIAM & MARY COMPUTER CENTER       25.75         2797       MARK SEARING       40.00         5360       AMAZON CAPITAL SERVICES       56.74	01	ADMINISTRATION		
753         ROCK FALLS CHAMBER OF COMMERCE         500.00           795         SBM BUSINESS EQUIPMENT CENTER         22.00           ADMINISTRATION           02         CITY ADMINISTRATOR           1493         WILLIAM & MARY COMPUTER CENTER         6.25           4972         ROBBIN BLACKERT         100.00           795         SBM BUSINESS EQUIPMENT CENTER         22.00           CITY ADMINISTRATOR         128.25           04         BUILDING           1493         WILLIAM & MARY COMPUTER CENTER         25.75           2797         MARK SEARING         40.00           5360         AMAZON CAPITAL SERVICES         56.74				
ADMINISTRATION 11,555.04  02 CITY ADMINISTRATOR  1493 WILLIAM & MARY COMPUTER CENTER 6.25 4972 ROBBIN BLACKERT 100.00 795 SBM BUSINESS EQUIPMENT CENTER 22.00  CITY ADMINISTRATOR 128.25  04 BUILDING  1493 WILLIAM & MARY COMPUTER CENTER 25.75 2797 MARK SEARING 40.00 5360 AMAZON CAPITAL SERVICES 56.74				500.00
02 CITY ADMINISTRATOR  1493 WILLIAM & MARY COMPUTER CENTER 6.25 4972 ROBBIN BLACKERT 100.00 795 SBM BUSINESS EQUIPMENT CENTER 22.00  CITY ADMINISTRATOR 128.25  04 BUILDING  1493 WILLIAM & MARY COMPUTER CENTER 25.75 2797 MARK SEARING 40.00 5360 AMAZON CAPITAL SERVICES 56.74	795	SBM BUSINESS EQUIPMENT CENTER		22.00
1493       WILLIAM & MARY COMPUTER CENTER       6.25         4972       ROBBIN BLACKERT       100.00         795       SBM BUSINESS EQUIPMENT CENTER       22.00         CITY ADMINISTRATOR       128.25         04       BUILDING       25.75         1493       WILLIAM & MARY COMPUTER CENTER       25.75         2797       MARK SEARING       40.00         5360       AMAZON CAPITAL SERVICES       56.74		ADMINISTRATION		11,555.04
4972       ROBBIN BLACKERT       100.00         795       SBM BUSINESS EQUIPMENT CENTER       22.00         CITY ADMINISTRATOR       128.25         04       BUILDING         1493       WILLIAM & MARY COMPUTER CENTER       25.75         2797       MARK SEARING       40.00         5360       AMAZON CAPITAL SERVICES       56.74	02	CITY ADMINISTRATOR		
795 SBM BUSINESS EQUIPMENT CENTER 22.00  CITY ADMINISTRATOR 128.25  04 BUILDING  1493 WILLIAM & MARY COMPUTER CENTER 25.75 2797 MARK SEARING 40.00 5360 AMAZON CAPITAL SERVICES 56.74	1493	WILLIAM & MARY COMPUTER CENTER		
CITY ADMINISTRATOR 128.25  04 BUILDING  1493 WILLIAM & MARY COMPUTER CENTER 25.75 2797 MARK SEARING 40.00 5360 AMAZON CAPITAL SERVICES 56.74				
04 BUILDING  1493 WILLIAM & MARY COMPUTER CENTER 25.75 2797 MARK SEARING 40.00 5360 AMAZON CAPITAL SERVICES 56.74	795	SBM BUSINESS EQUIPMENT CENTER		22.00
1493 WILLIAM & MARY COMPUTER CENTER 25.75 2797 MARK SEARING 40.00 5360 AMAZON CAPITAL SERVICES 56.74		CITY ADMINISTRA	TOR	128.25
2797 MARK SEARING 40.00 5360 AMAZON CAPITAL SERVICES 56.74	04	BUILDING	·	
5360 AMAZON CAPITAL SERVICES 56.74	1493	WILLIAM & MARY COMPUTER CENTER		25.75
BUIT,DING 122.49	5360	AMAZON CAPITAL SERVICES		36.74
		BUILDING		122.49
05 CITY CLERK'S OFFICE	05	CITY CLERK'S OFFICE		
1493 WILLIAM & MARY COMPUTER CENTER 26.50	1493	WILLIAM & MARY COMPUTER CENTER		26.50
CITY CLERK'S OFFICE 26.50		CITY CLERK'S OF	FICE	26.50

ID: AP443000.WOW

CITY OF ROCK FALLS DEPARTMENT SUMMARY REPORT

DATE: 05/02/24 TIME: 13:28:31

PAGE: 2

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUN	1D 		
06	POLICE		
2380 2880 350 4579 533 662	WILLIAM & MARY COMPUTER CENTER AUTOZONE MARK DAVIS GISI BROS INC PEST CONTROL CONSULTANTS IL LECTRONICS, INC. RAY O'HERRON CO., INC. ILLINOIS PROSECUTOR SERV LLC		66.50 24.45 40.00 2,425.81 55.00 318.00 696.93 225.00
	POLICE		3,851.69
	CODE HEARING DEPARTMENT  DACRA ADJUDICATION SYSTEM  CODE HEARING I	DEPARTMENT	1,150.00 1,150.00
10	STREET		
4827	WILLETT, HOFMANN & ASSOCIATES BONNELL INDUSTRIES, INC. WILLIAM & MARY COMPUTER CENTER GRUMMERT'S HARDWARE - R.F. GOLD STAR FS INC. ALTORFER INC. O'REILLY AUTOMOTIVE INC KELLEY WILLIAMSON COMPANY JEFFREY HILLMAN		27,251.95 20,209.60 183.45 71.91 656.00 9.48 212.41 344.18 15.91
	STREET		48,954.89
12	PUBLIC PROPERTY		
1023 2451 533 5360	WILLETT, HOFMANN & ASSOCIATES MENARDS LECTRONICS, INC. AMAZON CAPITAL SERVICES		15,637.40 159.96 50.00 161.90
	PUBLIC PROPERS	ry	16,009.26

DATE: 05/02/24 TIME: 13:28:31

CITY OF ROCK FALLS DEPARTMENT SUMMARY REPORT

ID: AP443000.WOW

PAGE: 3

		PAID THIS	
VENDOR #	NAME	FISCAL YEAR	AMOUNT DUE
GENERAL FUN			
13	FIRE		
1493			111.25
2451 4385	MENARDS DINGES FIRE COMPANY		20.23 299.63
4303	DINGES FIRE COMPANI		299.03
	FIRE	·	431.11
ELECTRIC FU	IND		
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC		55.91
1279	WILCO RENTAL		70.00
1493	WILLIAM & MARY COMPUTER CENTER		64.50
194	GRUMMERT'S HARDWARE - R.F.		19.13
4215	POWER LINE SUPPLY		7,149.80
4827	KELLEY WILLIAMSON COMPANY		127.90
4889	KIRBY CABLE SERVICE INC		10,822.50 2,083.34
4995 5003	CLOUDPOINT GEOSPATIAL PIRTANO		76,647.00
5332	TYNDALE		71.95
0000		- 1/2 -	07 110 00
	OPERATION	& MAINTENANCE	97,112.03
IT FUND			
22	IT FUND		
22	11 101.2		
1493	WILLIAM & MARY COMPUTER CENTER		6,048.98
	IT FUND		6,048.98
SEWER FUND			
38	OPERATION & MAINTENANCE		
1070	HIT GO DENEAT		31.49
1279 1493	WILCO RENTAL WILLIAM & MARY COMPUTER CENTER		1,792.75
194	GRUMMERT'S HARDWARE - R.F.		120.14
2451	MENARDS		363.40
34	ALTORFER INC.		997.90
4207	O'REILLY AUTOMOTIVE INC		68.38
4995	CLOUDPOINT GEOSPATIAL		2,083.33
533	LECTRONICS, INC.		78.00
5360	AMAZON CAPITAL SERVICES		57.72
	OPERATION	& MAINTENANCE	5,593.11

DATE: 05/02/24 TIME: 13:28:31

CITY OF ROCK FALLS DEPARTMENT SUMMARY REPORT

ID: AP443000.WOW

PAGE: 4

VENDOR #				AMOUNT DUE
WATER FUND				
194 4361 4827 4995 5369 5405 807	WILLIAM & MARY COMP VIKING CHEMICAL CO GRUMMERT'S HARDWARE FERGUSON WATERWORKS KELLEY WILLIAMSON C CLOUDPOINT GEOSPATI HELM ELECTRIC WCT SAUK VALLEY COMMUNI ROCK RIVER CARTAGE	TY COLLEGE		20.50 2,335.00 147.31 637.28 140.08 2,083.33 180.00 310.00 5,148.00 371.61
		OPERATION & MAINTENANCE		11,373.11
	RVICE CENTER CUSTOMER SERVICE CE	NTER		
	WILLIAM & MARY COMP ROCK FALLS POSTMAST			22.75 3,000.00
		CUSTOMER SERVICE CENTER		3,022.75
MOTOR FUEL 65	TAX FUND MOTOR FUEL TAX			
1023	WILLETT, HOFMANN &	ASSOCIATES		2,948.40
		MOTOR FUEL TAX		2,948.40
	CILITY DEPOSITS CUSTOMER UTILITY DE	POSITS		
T0005846 T0005847	TRI-COUNTY OPP COUN KAILA ESPELAND GABRIELA DIAZ MICHAELA GREENWALT RHONDA WHITMER	CIL  CUSTOMER UTILITY DEPOSIT	S	238.89 184.57 89.01 100.00 249.06
		TOTAL ALL DEPARTMENTS		212,269.88

#### 2024 2025

#### Standing Committee Appointments

#### **Building Code Committee**

Alderman Brian Snow - Chairman Alderman Gabriella McKanna Alderman Violet Sobottka Alderman Vicki Byrd Alerman Cathy Arduini

#### Finance/Investment/Insurance Committee

Alderman Gabriella McKanna - **Chairman** Alderman Cody Dornes Alderman Bill Wangelin

#### Ordinance/License/Personnel/Safety Committee

Alderman Violet Sobottka – Chairman Alderman Cody Dornes Alderman Brian Snow Alderman Gabriella McKanna Alderman Cathy Arduini

#### **Police/Fire Committee**

Alderman Steve Dowd - Chairman Alderman Cody Dornes Alderman Arduini

#### Public Works/Public Property Committee

Alderman Wangelin – **Chairman** Alderman Steve Dowd Alderman Gabriella McKanna Alderman Vicki Byrd

#### **Tourism Committee**

Alderman Bill Wangelin Alderman Vicki Byrd

#### **Utility Committee**

Alderman Dowd Alderman Brian Snow Alderman Bill Wangelin

### CITY OF ROCK FALLS

ORDINANCE NO.	2024-2644
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# ORDINANCE VACATING RIGHT OF WAY (PART OF $24^{TH}$ STREET IN GLEN'S GARDEN SUBDIVISION)

# ADOPTED BY THE CITY COUNCIL

OF THE

THIS \_\_\_\_\_, 2024

CITY OF ROCK FALLS

				_
Published in pamphlet forn	n by authority of the 0 _, 2024.	City Council of the C	city of Rock Falls, the	his

#### **ORDINANCE NO.** 2024-2644

# ORDINANCE VACATING RIGHT OF WAY (PART OF 24<sup>TH</sup> STREET IN GLEN'S GARDEN SUBDIVISION)

WHEREAS, there exists certain real estate located within the City of Rock Falls ("City"), said real estate being more particularly described on <a href="Exhibit A">Exhibit A</a>, attached hereto (the "Property"); and

WHEREAS, the Property is currently owned by Moore Prime Properties, LLC ("Moore Tire"), which purchased the Property from the City pursuant to a Contract for Sale of Real Estate dated February, 2024 (the "Contract") on March 1, 2024; and

WHEREAS, pursuant to the Contract and in consideration for the purchase of the Property, the City agreed to vacate all of that portion of the public right of way within the Property consisting of 24<sup>th</sup> Street, all as more particularly set forth on that certain Plat of Vacation attached hereto and incorporated herein as Exhibit B (the "Vacated Area"); and

WHEREAS, Moore Tire has indicated that the Vacated Area is necessary and beneficial to the future development of the Property within the City; and

WHEREAS, the Mayor and City Council of the City of Rock Falls, after due investigation and consideration, have determined that the Vacated Area is no longer needed by the general public and is no longer required for public use, and the public interest will best be served by vacating said Vacated Area; and

WHEREAS, in the opinion of the Mayor and City Council, the consideration set forth in the Contract and the undertakings of Petitioner as set forth in this Ordinance constitute adequate compensation for the vacation of said Vacated Area; and

WHEREAS, the Property constitutes all of the real estate adjacent to the Vacated Area; and

WHEREAS, it is appropriate that title to said Vacated Area should be transferred to Moore Tire to relieve the public from the further burden and responsibility of maintaining said Vacated Area.

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

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

SECTION 2: Pursuant to 65 ILCS 5/11-91-1, it is determined that the public interest will best be served by vacating the Vacated Area, which is also shown on the attached Plat of Vacation and is described as follows:

Part of 24<sup>th</sup> Street as designated upon the Plat of Glen's Garden Subdivision, a subdivision of the Southwest Quarter and Southeast Quarter of Section 33, Township 21 North, Range 7 East of the Fourth Principal Meridian, the Plat of said Subdivision was recorded December 16, 2015 as Document Number 2015-07359 in the Recorder's Office of Whiteside County, State of Illinois, described as follows:

Beginning at the northeast corner of Lot 4 in said Glen's Garden Subdivision; thence South 89 degrees 30 minutes 46 seconds West, 830.53 feet on the south right of way line of said 24<sup>th</sup> Street; thence South 83 degrees 47 minutes 00 seconds West, 103.40 feet on said south right of way line; thence North 00 degrees 29 minutes 14 seconds West, 76.40 feet to the north right of way line of said 24<sup>th</sup> Street; thence North 89 degrees 30 minutes 46 seconds East, 933.86 feet on said north right of way line, to the west right of way line of Illinois Route 40 (First Avenue); thence South 00 degrees 05 minutes 43 seconds East, 66.08 feet on said west right of way line, to the Point of Beginning, containing 1.43 acres, more or less.

SECTION 3: This Ordinance is expressly conditioned upon the following reservation to the benefit of the City of Rock Falls, and to those public utility companies operating under franchise from the City of Rock Falls and to their successors and assigns:

a non-exclusive easement upon, across, over, under, and through the Vacated Area for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, extending, removing, repairing, cleaning, and maintaining electrical, gas, telephone or other utility lines of appurtenances, sanitary sewers, storm sewers, water mains, and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and, without limitation, such other installations as may be required to furnish public utility service and such appurtenances in addition thereto as the City of Rock Falls and said utility companies may deem necessary, together with the right of access across the property described above for the necessary workers and equipment to do any or all of the above work.

SECTION 4: The parcels of property acquiring title to said portion of the Vacated Area are described on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 5: The nature and extent of the public uses and public interest to be served as such as to warrant the vacation of said portion of the Vacated Area, and the relief to the public from further burden and responsibility of maintain such portion constitutes a public use or public interest authorizing the vacation.

SECTION 6: Upon the filing of this Ordinance with the Recorder of Deeds, Whiteside County, Illinois, Petitioner shall be declared the fee owner of said portion of the Vacated Area.

SECTION 7: 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 8: 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 9: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 10: The City Clerk is hereby 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.

SECTION 12: The City Clerk is hereby directed to certify a copy of this Ordinance and record said Ordinance with the Recorder of Deeds, Whiteside County, Illinois.

Passed by the Mayor and City Council of the City of Rock Falls on the, 2024.			
	·		
	Mayor		
ATTEST:			
	<u>.                                    </u>		
City Clerk			

AYE		NAY
	-	
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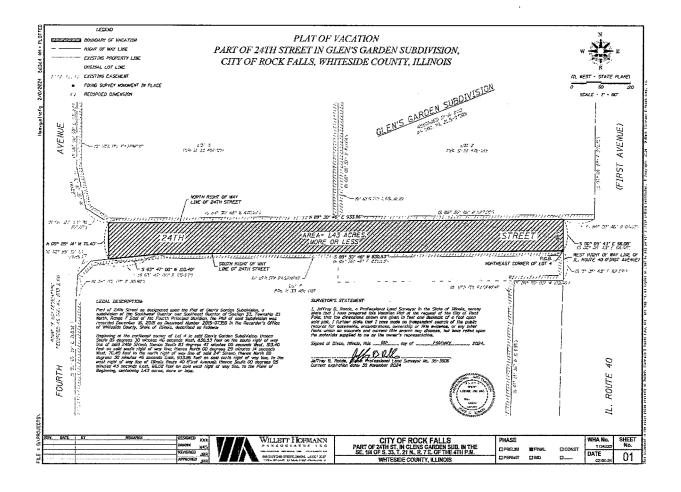
#### Exhibit A

Lots Two (2), Three (3), and Four (4) of Rock Falls-Glen's Garden Subdivision being a part of the Southwest Quarter (SW ¼) and of the Southeast Quarter (SE ¼) of Section 33, Township 21 North, Range 7 East of the Fourth Principal Meridian, City of Rock Falls, according to the Plat thereof recorded December 16, 2015 as Document No. 2015-07329; all situated in the Township of Coloma, County of Whiteside, State of Illinois.

PIN 11-33-476-015 and PT PIN 11-33-451-007

Commonly known as: 2400 1st Avenue, Rock Falls, Illinois 61071

#### Exhibit B



#### CITY OF ROCK FALLS

#### **ORDINANCE NO. 2024-2645**

# AN AMENDMENT TO AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE ILLINOIS COUNTIES OF WHITESIDE AND CARROLL

#### ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS \_\_\_\_\_, 2024

							******
Publish	ed in pamphlet	form by authority	of the City	Council of t	the City of R	ock Falls, Ill	inois,
this	day of	, 2024.					

ORDINANCE NO.	2024-2645	

# AN AMENDMENT TO AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE ILLINOIS COUNTIES OF WHITESIDE AND CARROLL

SAID ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE MUNICIPALITIES OF FULTON, LYNDON, MILLEDGEVILLE, MORRISON, MT. CARROLL, PROPHETSTOWN, ROCK FALLS, SAVANNA, STERLING, TAMPICO, THOMSON, AND THE COUNTIES OF CARROLL AND WHITESIDE

WHEREAS, the City Council of the City of Rock Falls did adopt Ordinance No.2016-2285 "An Ordinance Establishing an Enterprise Zone within the Counties of Whiteside and Carroll, Illinois, said Enterprise Zone encompassing contiguous portions of the Municipalities of Fulton, Lyndon, Milledgeville, Morrison, Mt. Carroll, Prophetstown, Rock Falls, Savanna, Sterling, Tampico, Thomson, and the Counties of Carroll and Whiteside; and

WHEREAS, said Ordinance did contain a precise description of the area to be contained within the Enterprise Zone; and

WHEREAS, said Ordinance did provide for the inclusion of any areas subsequently certified from time to time by the State of Illinois as part of the Enterprise Zone; and

WHEREAS, said Ordinance did contain a description of incentives available in the Whiteside County Enterprise Zone; and

WHEREAS, the Municipalities of Fulton, Lyndon, Milledgeville, Morrison, Mt. Carroll, Prophetstown, Rock Falls, Savanna, Sterling, Tampico, Thomson, and the Counties of Carroll and Whiteside desire to submit an application to the State of Illinois, Department of Commerce and Economic Opportunity, seeking additions of territory to the current boundaries of the Enterprise Zone; and

NOW, THEREFORE BE IT ORDAINED that the City Council of the City of Rock Falls hereby amends Ordinance No. 2016-2285 and subsequent amendments by amending the legal description to include the territory described in **Attachment "A"** and does authorize the submission of an application seeking to certify the amended description as the legal description of territory to the Whiteside Carroll (2018) Enterprise Zone; and

BE IT FURTHER ORDAINED that the Mayor of the City of Rock Falls shall have the authority to execute an amended Enterprise Zone Intergovernmental Agreement between the Municipalities of Fulton, Lyndon, Milledgeville, Morrison, Mt. Carroll, Prophetstown, Rock Falls, Savanna, Sterling, Tampico, Thomson, and the Counties of Carroll and Whiteside.

This ordinance shall be effective upon its	adoption and passage.	
Passed this day of	day of	
	ATTEST:	
Mayor, Rodney Kleckler	City Clerk, Pam Martinez	

AYE	NAY

#### **EXHIBIT A**

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

Commencing at the northwest corner of the Northwest Quarter of said Section 3; thence South 0 degrees 00 minutes 40 seconds West, a distance of 1315.61 feet on the west line of said Northwest Quarter, to the south line of the North Half of the North Half of said Northwest Quarter; thence North 89 degrees 55 minutes 30 seconds East, a distance of 199.08 feet on the south line of the North Half of the North Half of said Northwest Quarter to the east right of way line of a public highway designated SBI Route 88 (IL Route 40), and the point of beginning; thence North 0 degree 20 minutes 50 seconds West, a distance of 165.04 feet (165') on said right of way line; thence North 0 degree 41 minutes 27 seconds West, a distance of 432.90 feet (439.16') on said right of way line; thence South 89 degrees 34 minutes 58 seconds West, a distance of 69.00 feet on said right of way line; thence North 1 degree 51 minutes 58 seconds East, a distance of 507.78 feet (510.32') on said right of way line, to the south line of the premises conveyed to Commonwealth Edison; thence North 88 degrees 09 minutes 22 seconds East, a distance of 611.81 feet on the south line of said premises; thence North 89 degrees 35 minutes 58 seconds East, a distance of 577.63 feet on the south line of said premises; thence South 0 degrees 24 minutes 02 seconds East, a distance of 1127.18 feet to the south line of the North Half of the North Half of said Northwest Quarter; thence South 89 degrees 55 minutes 30 seconds West, a distance of 1138.31 feet on the south line of the North Half of the North Half of said Northwest Quarter, to the Point of Beginning, containing 30.00 acres, more or less.

## CITY OF ROCK FALLS

v	RESOLUTION NO. 2 2024 FIESTA DAY PA		
	ADOPTED BY T	HE	
	CITY COUNCI	L	
	OF THE		
	CITY OF ROCK FA	LLS	
THIS _	DAY OF	, 2024	

#### RESOLUTION 2024-921

#### 2024 Fiesta Day Parade

**WHEREAS**, the Twin Cities Fiesta Committee is sponsoring a Parade in the City of Rock Falls which event constitutes a public purpose;

**WHEREAS**, this parade will require the temporary closure of Route 40, a State Highway in the City of Rock Falls from First Street to Tenth Street, and said temporary closure as designated, is requested of the Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED BY THE** City Council of the City of Rock Falls, Illinois that permission to close off Route 40 as above designated, be requested of the Department of Transportation.

**BE IT FURTHER RESOLVED**, that this closure shall occur during the approximate time period between 1:00 p.m. to 4:00 p.m. on Saturday, September 14, 2024.

**BE IT FURTHER RESOLVED**, that this closure is for the public purpose of a Parade.

**BE IT FURTHER RESOLVED**, that traffic from that closed portion of the highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of traffic.) The detour route shall be as follows:

West on 12<sup>th</sup> Street to 8<sup>th</sup> Avenue, North on 8<sup>th</sup> Avenue to West 2<sup>nd</sup> Street, West on West 2<sup>nd</sup> Street to 12<sup>th</sup> Avenue, North on 12<sup>th</sup> Avenue and across the Avenue G bridge into Sterling, Illinois.

**BE IT FURTHER RESOLVED**, that E 10<sup>th</sup> Street from 1<sup>st</sup> Avenue to Avenue C and E 11<sup>th</sup> Street from 1<sup>st</sup> Avenue to Avenue B will be closed from 12:00 p.m. to 1:00 p.m. for parade lineup.

**BE IT FURTHER RESOLVED**, that the City of Rock Falls assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

**BE IT FURTHER RESOLVED**, that the police officers or authorized flaggers shall be at the expense of the City and shall be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

**BE IT FURTHER RESOLVED**, that all debris shall be removed by the City of Rock Falls prior to the reopening of the State Highway.

**BE IT FURTHER RESOLVED**, that such signs, flags, barricades, etc., shall be used by the City as may be approved by the Illinois Department of Transportation. These items shall be provided by the City.

**BE IT FURTHER RESOLVED**, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

**BE IT FURTHER RESOLVED**, that the City hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by closing described above.

**BE IT FURTHER RESOLVED**, that the City of Rock Falls shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$1,000,000 per person and \$2,000,000 aggregate which as the Illinois Department of Transportation and its officials, employees and agents as insured and which protects them from all claims arising from the requested road closing.

**BE IT FURTHER RESOLVED**, that a copy of the Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

Adopted by the City Council of the City of Rock Falls on this 7th day of May, 2024.

	Rod Kleckler, Mayor
	•
ATTES	ST:
———Pan	nela Martinez, City Clerk

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## FORD LINCOLN | STERLING

# **Kunes Country Ford Lincoln Proposal**

Jamison Gallegos Kunes Ford of Sterling 2811 Locust St Sterling, IL 61081

Buyer	Co-Buyer	Vehicle
Christopher Heier 1407 2nd Ave Sterling, IL 61081 D: (815) 535-1133, E: (815) 622-1108, C: (815) 954-6733 hllywood_33@cocmcast.net		2024 Ford Explorer XLT VIN: 1FMSK8DH8RGA89446 Stock #: 10T1358 Mileage: 2 Color: Star White Metallic Tri-Coat

* , *	Customer Trade						
	Year Make Model	VIN	Engine	Mileage	Payoff		
1	2015 Buick Encore	KL4CJASB0FB237285	1.4L 4 cyls	88,922	\$0.00		

Purchase Details			
Retail Price:	\$49,575.00		
Sales Price:	\$46,990.00		
Savings:	\$2,585.00		
Accessories:*	\$399.00		
Service Contract:	\$0.00		
GAP:	\$0.00		
License and Title Fee:	\$252.00		
Documentation Fee:	\$358.03		
Estimated Taxes:	\$0.00		
Total Sales Price:	\$47,999.03		
Trade Allowance:	\$7,999.03		
Trade Payoff:	\$0.00		
Trade Equity:	\$7,999.03		
Rebate:	\$0.00		
Cash Down:	\$0.00		
Cash Price:	\$40,000.00		

Customer &ignature

Manager Signature

Disclaimer:

With Approved Credit



Printed 5/2/24 11:24 AM

HAMP ONE

CI06

Standard SUVs range from 13 to 102

MPG. The best vehicle rates 140 MPGe.

5

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)

This vehicle emits 387 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and

more in fuel costs

over 5 years

compared to the

Rest

average new vehicle.

You spend

Gasoline Vehicle

10

Best

Smartphone OR Code OR

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**ALL TIME** 

**BEST-SELLING** 

SUV

The FordPass Connect™ modem is active and

sending vehicle data (e.g., diagnostics) to Ford.

See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information)
Connected service and related feature functionality is subject

to compatible AT&T-network availability. Evolving technology cellular networks may affect functionality and availability, or

continued provision of some features, prohibiting them from

functioning, Message and data rates may apply, See your local

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2024 MODEL YEAR STAR WHITE MET TRI-COAT P255/55R20 A/S BSW TIRES 4WD REGIONAL DISCOUNT FLR LNERS RW 1&2/NO CRPET MAT 50 STATE EMISSIONS CLASS IV TRAILER TOW PACKAGE 4G LTE WI-FI HOTSPOT CREDIT

20" PREMIUM PAINTED ALUM WHLS FORD CO-PILOT360 ASSIST+

EVASIVE STEERING ASSIST REAR AUXILIARY CNTRLS CREDIT

4.3 gallons per 100 miles

Annual fuel COST



#### GOVERNMENT 5-STAR SAFETY RATINGS

#### Overall Vehicle Score

**Fuel Economy** 

\*\*\*\* Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**MPG** 

highway

Frontal

Driver

\*\*\*\*

Crash Passenger Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Rear seat

Based on the risk of injury in a side impact.

\*\*\* Based on the risk of rollover in a single-vehicle crash

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA),

www.safercar.gov or 1-888-327-4236

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RG A89446 EPA Fuel Economy and Environment **EXPLORER** EXTERIOR STAR WHITE MET TRI-COAT INTERIOR EBONY ACTIVEX SEAT MTRL 10-SPEED AUTO TRANSMISSION STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE FUNCTIONAL

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UNLOCK W/PUSH-BUTTON START SAFETY/SECURITY EXTERIOR • 1TOUCH UP/DOWN DR/PASS WIN DOOR HANDLES - BODY COLOR ADVANCETRAC™ WITH RSC®
 AIRBAG-DRIVER/PASS KNEE EASY FUEL® CAPLESS FILLER • 3RD ROW - 50/50 FOLD FLAT HEADLAMPS - AUTO LED DUAL ILLUM VIS VANITY MIRR AM/FM/MP3, 6 SPEAKERS AIRBAGS - DUAL STAGE FRONT • FRONT ROW HEATED SEATS LED SIGNATURE LIGHTING BRAKES, 4-WHEEL DISC/ABS AIRBAGS - FRONT SEAT MIRRORS-MAN-FOLD DUAL PWR • IP CLUSTER 6.5" LCD SCREEN FORD CO-PILOT360™ MOUNTED SIDE IMPACT · LTHR WRAPPED STEERING WHL FORDPASS™ CONNECT AIRBAGS - SAFETY CANOPY® W/MOUNTED CTRLS, TILT/TELE

• POWER DRIVER SEAT - 10 WAY

• POWERPOINTS - 12V POWER LIFTGATE HILL START ASSIST • INDIV TIRE PRESS MONIT SYS REAR PARKING SENSORS
 REAR VIEW CAMERA PRIVACY GLASS - REAR DOORS LATCH CHILD SAFETY SYSTEM PERIMETER ALARM REAR SPOILER, BODY COLOR • ROTARY GEAR SHIFT DIAL REFRESH95 PERSONAL SAFETY SYSTEM™ · TRI-ZONE ELECTRNC TMP CTRL · SIDE-WIND STABILIZATION . SOS POST-CRASH ALERT SYS™ ROOF-RACK SIDE RAILS-BLACK TAILLAMPS-LED · USB A(1) AND C(1)-1ST ROW · SIRIUSXM® - SVC N/A AK&HI TRAILER SWAY CONTROL · SYNC@3 8" SCRN W/APPLINK® WARRANTY - 3YR/36,000 BUMPER / BUMPER VARIABLE INTERVAL WIPERS 5YR/60,000 POWERTRAIN Actual results will vary for many reasons, including driving conditions and how you drive and maintain you wheled. The average new vehicle gets 28 MPG and costs 59,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPCs is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and sange. 5YR/60,000 ROADSIDE ASSIST INCLUDED ON THIS VEHICLE (MSRP) (MSRP) EQUIPMENT GROUP 202A 3,540.00 PRICE INFORMATION BASE PRICE \$40,670.00 •REMOTE START SYSTEM TOTAL OPTIONS/OTHER HEATED STEERING WHEEL 7,310.00 8-WAY POWER PASSENGER SEAT TOTAL VEHICLE & OPTIONS/OTHER 47,980.00 DESTINATION & DELIVERY 1.595.00 OPTIONAL EQUIPMENT/OTHER **TOTAL BEFORE DISCOUNTS** 49,575,00 795.00 **4WD REGIONAL DISCOUNT** 300.00 NO CHARGE 160.00 **TOTAL SAVINGS** 300.00 NO CHARGE 545.00 RESIDENCY RESTRICTIONS APPLY TO DISCOUNTS/SAVINGS - BASED - 20.00 1.395.00 ON CUSTOMER ZIP CODE, SEE DEALER FOR DETAILS. 995.00 ADAPTIVE CRUISE CONTROL VOICE-ACTV TOUCHSCRN NAV SYS - 100.00 FRONT LICENSE PLATE BRACKET NO CHARGE

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ITEM#

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### **CHANGE ORDER**

	Order No. 1	
I	Date: May 3, 2024	
	Agreement Date: C	October 9, 2023
NAME OF PROJECT: Celletti Parking Lot	Addition	
OWNER: City of Rock Falls, Illinois		
CONTRACTOR: Porter Brothers Construction	on	
The following changes are hereby made to the CON	TRACT DOCUMENTS:	
Relocate parking lot to east, increase sidewalk width		
Relocate parking lot to east, increase sidewark width	to 10, adding 1,104 square feet.	•
Justification:		
The parking lot was moved east.		
1 0		
Change to CONTRACT PRICE:		
Original CONTRACT PRICE \$\(\frac{63,206.22}{}\)		
Current CONTRACT PRICE adjusted by previous C	HANGE ORDER	\$ 63,206.22
The CONTRACT PRICE due to this CHANGE ORD	ER will be (increased) ( <del>decreased</del>	<del>d</del> ) by:
		\$ <u>15,002.00</u>
The new CONTRACT PRICE including this CHANC	GE ORDER will be	\$ <u>78,208.22</u>
Change to CONTRACT TIME:		
The CONTRACT TIME will be (increased) (decrease	ed) by0 Calendar da	ays.
Approvals Required:		
To be effective, this ORDER must be approved by the PROJECT, or as may otherwise be required by the		
Contractor:		
Engineer:		
Owner:		

# AGREEMENT FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE

This Agreement (this "Agreement") is made and entered into on 4/29/24, 2024, by and between the City of Rock Falls, an Illinois municipal corporation, (hereinafter referred to as "City") and Midwest Disposal, LLC, an Illinois limited liability company (hereinafter referred to as the "Contractor").

#### WITNESSETH:

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, finds it necessary to arrange for and oversee the methods of collection and disposal of garbage and rubbish within the City; and

WHEREAS, the City recognizes the value of a curbside recycling program, a yard waste pick-up program, and a residential volume-based garbage program; and

WHEREAS, the Contractor has demonstrated its desire to perform services consistent with this Agreement, and possesses the equipment, personnel and ability necessary to perform the collection of recyclable materials, the collection of yard waste, and the collection of residential garbage; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and of the conditions hereinafter contained, the parties hereby agree as follows:

#### I. **DEFINITIONS**

Bulk Waste/Materials: Any items set forth as refuse which are too large to fit into a refuse container and/or exceed fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, mattresses and box springs or other large household furniture. In compliance with the Electronic Products Recycling & Reuse Act (415 ILCS 150/) the term bulk waste shall not include any electronics. Also excluded from bulk waste/material are construction debris, broken concrete, lumber, rocks, dead animals, auto parts, tires, or appliances containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

City: The City of Rock Falls, Illinois

**Contractor:** The successful proposer awarded this RFP by the City Council of the City of Rock Falls for the collection and disposal of residential solid waste/refuse, yard waste and recycling in the City of Rock Falls in accordance with the provisions and specifications as set forth herein and incorporated subsequently in duly executed contracts.

**Curbside:** A position immediately behind the curb between two (2) and five (5) feet from the edge of the street and within the parkway area used for collection of solid waste/refuse, yard waste and recycling materials.

**Demolition Debris:** Waste materials from "do-it-yourself" interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, paneling, lumber and other building materials, cabinets, carpeting, disassembled household fixtures, sod earth, clay, sand, concrete, rocks, and similar materials.

**Household:** All single-family and multi-family units of less than four (4) units that utilize curbside collection service.

Household Garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e. cans, metalware, broken glass, crockery, stoneware and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and light furniture and similar material. Household garbage shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks and other similar material.

Multi-Family: Any single building containing four (4) or more separate residential units, or a single lot on which multiple buildings are situated containing, in the aggregate, more than four (4) residential units.

**Refuse:** Household garbage, household construction and demolition debris and solid waste.

Recyclables: Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include aluminum cans, tin/steel/bi-metal cans, colored and clear glass bottles, plastic containers, newspaper, magazines, catalogs, telephone directories, corrugated cardboard, chipboard, six pack rings, and any other items the City and the Contractor agree to recycle in the future.

**Refuse Sticker/Tag:** Stickers attached to refuse and bulk waste/materials which identify that the fees associated with the collection and disposal of said items have been prepaid.

Solid Waste: Household garbage, rubbish, and other discarded solid materials.

**Toter:** The term "Toter" shall mean 95-gallon wheeled receptacle made of heavy-duty plastic provided by the Contractor to all households.

White Goods: Any domestic and/or commercial large appliance which may contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces and other similar large appliances.

Yard Waste/or Landscape Waste: Grass or shrubbery cuttings, leaves, tree limbs, roots, stumps, and other materials accumulated.

Yard Waste Containers: Yard waste containers shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less

than four (4) gallons and not to exceed sixty-five (65) gallons. No garbage can used for Yard Waste shall exceed

fifty (50) pounds in weight.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty-

three (33) gallons in size, which will shred and degrade quickly in the composting process. No Kraft Paper Bag used for Yard Waste shall exceed fifty (50) pounds in

weight.

#### II. SCOPE OF WORK

The Contractor shall collect and dispose of all Household Refuse, Solid Waste, Bulk Waste and Yard Waste within the corporate boundaries of the City at least once a week during the term of this Agreement, except for all collections of Recyclables, which shall be collected bi-weekly. Collections shall be done during Monday through Fridays (except Saturday collections will be allowed during those weeks in which holidays fall) in accordance with a schedule of pickups to be established by the Contractor and submitted in writing to the City's Public Property/Public Works Committee. Such collection shall include collection from all households. Refuse collection per household will occur on the same day of the week throughout the term of the Agreement and shall begin no earlier than 6:00 a.m. local time.

The Contractor shall service (via pickup of refuse and recycling materials), at no additional cost, all City-owned sites now existing or hereafter acquired during the term, including, but not limited to:

City Hall Complex: 603 West  $10^{th}$  Street  $3-1\frac{1}{2}$  yd dumpsters

Fire Department: 1013 7<sup>th</sup> Avenue  $1 - 1 \frac{1}{2}$  yd dumpsters

Electric Department: 1109 Industrial Park Road 2 - 1 ½ yd dumpsters

Sewer Department: 101 Clearwater Drive  $3 - 1 \frac{1}{2}$  yd dumpsters

Street Department: 905 Industrial Park Road 1 – 1 ½ yd dumpster

# Rock Falls Electronic Recycling Center: (Location to be determined) $1-1\frac{1}{2}$ yd dumpster

The Contractor's scope of work does not include the collection and disposal of any increased volume resulting from a tornado, flood, hurricane or similar or different act of God over which the Contractor has no control. The Contractor shall not make such collections unless it is authorized by the City. In case of a tornado, flood, hurricane or other disaster or other acts of God, the City may grant the Contractor reasonable variance from regular schedules and routes. Such variance shall not be unreasonably withheld by the City. In case of a storm or other disaster or other acts of God where it is necessary for the Contractor to perform services beyond the scope of this Agreement, the Contractor and the City shall negotiate the amounts to be paid to the Contractor.

The Contactor's scope of work shall consist of the items contained in this Agreement, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents and specifications set forth herein.

#### III. TYPES OF COLLECTION

#### A. CURBSIDE COLLECTION OF SOLID WASTE SERVICE PROVIDED

#### Garbage & Refuse

The Contractor shall provide each household with one (1) ninety-five (95) gallon toter per individual residential dwelling unit capable of being wheeled to the place of collection by the resident. Contractor will make available to any resident with special circumstances the ability to make arrangements for pick up with Contractor.

Contractor shall collect from each household receiving curbside solid waste collection all household garbage and solid waste which has been placed in the appropriate toter. Residents will receive collection of one (1) toter per week for household garbage and refuse.

Contractor shall also collect any (i) additional garbage in excess of the toter capacity ("Excess Garbage"); and (ii) bulk waste/materials, provided that such Excess Garbage and bulk waste/materials has a Refuse Sticker/Tag. Each bag of Excess Garbage and each item of bulk waste/materials shall require one Refuse Sticker/Tag which will be made available to the public for purchase by the City. The price of the Refuse Sticker/Tag for Excess Garbage and bulk waste/materials will be \$2.00. A reporting of all Refuse Sticker/Tags sold for Excess Garbage and bulk waste/materials will be made available to Contractor by every six (6) months and one-half (1/2) of the proceeds of the Refuse Sticker/Tag sales for Excess Garbage and bulk waste/materials will be paid to Contractor.

An unlimited volume of household garbage and refuse will be collected at the curb by

the Contractor provided the household garbage and refuse is contained in the appropriate toter or displays the appropriate Refuse Sticker/Tag.

#### White Goods

Contractor shall be entitled to collect White Goods at a reasonable cost to be determined by Contractor, and any resident requiring disposal of White Goods shall be required to contact Contractor directly to arrange such pickup or disposal, and payment therefor. Contractor shall be entitled to retain all revenue generated from the disposal of White Goods and the fees charged to residents for such service. Contractor shall provide the City with a schedule of charges to be imposed by Contractor to the City's residents for collection of White Goods.

#### Public Awareness Program

The Contractor, with approval by the City, shall develop and implement a public awareness program. Said program shall include, but not be limited to the following: the printing and distribution of promotional brochures, news releases, and on-site promotions/demonstrations at locations throughout the community. The contents of such materials shall be mutually agreed upon by the City and Contractor.

#### The "Hauler Letter"

The Contractor shall develop, implement and provide an annual "Hauler Letter" to be mailed each year in the resident's December bill by the City to all City residents currently receiving solid waste collection service. The "Hauler Letter" will contain information on any revisions to the collection service, as well as the weekly pickup schedule (including holidays) for that year. The Contractor shall be responsible for printing and delivering to City a sufficient number of "Hauler Letters" to be included in the utility bills mailed to the residents and such letter shall be delivered to the City no later than December 1st of each year.

#### Report Card

The Contractor shall implement a public information program whereby the Contractor's employees will leave household garbage and refuse that is improperly contained at the curb along with a checklist "Report Card" indicating the reason the household garbage and refuse was rejected. The contents of the written Report Card must be approved by the City before implementation or modification of the Report Card program by the Contractor.

#### B. CURBSIDE COLLECTION OF RECYCLABLES SERVICES PROVIDED

#### Recyclable Materials

The Contractor shall provide each household with one (1) ninety-five (95) gallon toter per individual residential dwelling unit capable of being wheeled to the place of collection by

the resident. Contractor will make available to any resident with special circumstances, the ability to make arrangements for pick up with Contractor.

Contractor shall collect on a bi-weekly basis from each household receiving curbside collection all recyclable materials which has been placed in the appropriate toter.

Collection of recyclables per household will occur on the same day bi-weekly as garbage and refuse collection. The collection of recyclable materials will occur at all households within the same time limits as for solid waste collection.

Contractor shall collect and remove all recyclables which are at the curbside on public streets, from all households receiving curbside solid waste collection service in the City. The Contractor, shall, at its sole cost and expense, furnish all labor, materials and equipment required to perform curbside collection of recyclables, pursuant to this Agreement and in accordance with applicable law.

An unlimited volume of residential recyclables will be collected at the curb by the Contractor provided the recyclables are contained in recycling toters provided by the contractor. Contractor will promptly broom sweep and clean up any materials spilled during the pick-up process.

#### Transportation of Recyclable Materials

Contractor shall transport the collected recyclables to an approved recycling center. The Contractor shall be responsible for the proper disposal of all recyclables upon pick-up from residences and shall be responsible for the end use of such recyclable materials. Contractor shall be entitled to all proceeds from sales of recyclable materials.

#### Protection of Recyclable Materials

City agrees to take such steps as within its power to protect Contractor's ownership and the City's interest in all recyclables placed at the curbside for collection by Contractor under the terms of this Agreement, but City does not and cannot guarantee that all scavenging of recyclable materials will be prevented.

#### Properly-Prepared Recyclables

The following items shall constitute Properly Prepared Recyclable material:

#### 1) Paper

Newsprint, Junk mail, brown Kraft paper bags, corrugated cardboard, other cardboard.

#### 2) Glass Containers

ONLY unbroken bottles and jars are acceptable. Clear, brown and green glass are all acceptable. Everything should be rinsed out and free of visible food. Debris, caps or lists must be removed. Labels and rings may be left on. NO pyrex, window glass, mirrors, dishes or ceramics.

#### 3) Metal products

Aluminum and tin cans, formed containers, pie tins and foil products. Crushing cans is recommended. Cans should be rinsed and free of visible food debris.

#### 4) Plastic Products

Only plastic containers with the #1 through #7 recycling symbols are acceptable (No Styrofoam). Plastic (HDPE) such as milk and water jugs. Plastic (PET) such as soda bottles. Rinse and remove lids.

5) Any other recyclable items determined to be acceptable by the Contractor in its sole discretion.

Contractor shall not unreasonably reject or refuse to collect or accept any Properly Prepared Recyclable material from households within the City, provided that such recyclables are placed on the curbside for pickup in the appropriate toter.

#### Documentation

No amounts except those set forth in Section VII shall be charged by the Contractor for City residential curbside recyclable collection services and all costs of Contractor are to be covered in the monthly household rate.

All revenue collected from the sale of the recyclables shall be the property of the Contractor. In the event of a substantial increase in market values of recyclable commodities, the City may, upon written notice, request to reopen negotiations for all sales proceeds therefrom.

#### Public Awareness Program

The Contractor, with approval by the City, shall develop and implement a public awareness program. Said program shall include, but not be limited to the following: the printing and distribution of promotional brochures, news releases, and on-site promotions/demonstrations at locations throughout the community. The contents of such materials shall be mutually agreed upon by the City and Contractor.

#### The "Hauler Letter"

The Contractor shall develop, implement and provide an annual "Hauler Letter" to be mailed each year in the resident's December bill by the City to all City residents currently receiving recyclable collection service. The "Hauler Letter" will contain information on any revisions to the collection service, as well as the bi-weekly pickup schedule (including holidays) for that year. The Contractor shall be responsible for printing and delivering to City a sufficient number of "Hauler Letters" to be included in the utility bills mailed to the residents and such letter shall be delivered to the City no later than December 1st of each year.

#### Report Card

The Contractor shall implement a public information program whereby the Contractor's employees will leave recyclables that are not properly prepared at the curb in the recycling containers along with a checklist "Report Card" indicating the reason the recyclables were rejected. The contents of the written Report Card must be approved by the City before implementation or modification of the Report Card program by the Contractor.

#### C. CURBSIDE YARD WASTE PROGRAM

#### Services Provided

The Contractor shall collect all Yard Waste from households at least once a week from April 1 through December 1, and for such additional weeks as may be negotiated between the parties, of each year or as otherwise agreed to by the City and Contractor. Collections per household shall take place on Monday through Friday, inclusive, on the same day per household and within the same time periods as garbage and refuse collection.

#### Properly Prepared Yard Waste

The Yard Waste will be picked up only if contained and identified as follows:

- (a) "Soft" Yard Waste such as grass clippings, leaves and prunings will be collected at the curb by the Contractor only if it is contained in a 30-gallon Kraft paper bag or yard waste container.
- (b) "Hard" Yard Waste such as branches will be collected at the curb and removed by the Contractor only if tied into bundles not exceeding 48" in length or fifty (50) pounds in weight. Discarded Christmas trees will be collected and disposed of during the Christmas Tree Program and shall be exempt from the bundling requirement of this paragraph.

The Contractor, shall, at its sole cost and expense, furnish all labor, materials, and equipment required to perform curbside collection of Yard Waste, pursuant to this Agreement and in accordance with applicable law.

#### Weight Limit

To protect the health and safety of Contractor's employees, a weight limit of fifty (50) pounds is imposed on the contents of each:

- (a) Kraft paper bag
- (b) Bundle of Yard Waste
- (c) Yard waste container.

#### Transportation and Disposal of Yard Waste Materials

Contractor shall collect and transport the collected Yard Waste materials to an approved composting center. The Contractor shall select an acceptable composting site with approval by the City. The Contractor shall notify the City, in writing, of the name and location of the composting site. If the Contractor changes location, the Contractor must notify the City in writing.

#### Documentation

The Contractor will supply the City with documentation in the form of a Certificate of Compliance, executed by the Contractor's officials, which will certify that collected Yard Wastes have been disposed of through an approved compost center and not landfilled. The Certificate will be provided to the City by the Contractor monthly on or before the 15th day of each month.

If circumstances arise wherein collected Yard Waste cannot be processed within sixty (60) days after collection of the same, Contractor is required to notify the City in writing and provide the reason(s) therefor, and City agrees to negotiate in good faith to resolve this issue.

The City shall have the right, upon reasonable notice, to inspect or audit the records of Contractor to ensure compliance with the provisions of this Agreement, to judge its financial status or to demonstrate yardage reductions to Whiteside County and Contractor shall permit access to the books and records by City or its agents.

#### Equipment to be Used by Contractor

The Contractor shall utilize a refuse truck for the collection of Yard Waste. Yard Waste will be collected separately from recyclables and household garbage and refuse.

#### Public Awareness Program

The Contractor, with approval by the City, shall develop and implement a public yard waste awareness program. Said program shall include, but not be limited to the following: the

printing and distribution of promotional brochures, and on-site promotions and demonstrations at locations throughout the community. The contents shall be mutually agreed to by the City and Contractor.

#### The "Hauler Letter"

The Contractor shall develop, implement and provide an annual "Hauler Letter" to be mailed each year in the resident's December bill by the City to all City residents currently receiving Yard Waste collection service. The "Hauler Letter" will contain information on any revisions to the collection service, as well as the weekly pickup schedule (including holidays) for that year. The Contractor shall be responsible for printing and delivering to City a sufficient number of "Hauler Letters" to be included in the utility bills mailed to the residents and such letter shall be delivered to the City no later than December 1st of each year.

#### Report Card

The Contractor shall implement a public information program whereby the Contractor's employees will leave yard waste that is not properly prepared along with a checklist "Report Card" indicating the reason the materials were rejected. The contents of the written Report Card must be approved by the City before implementation of the Report Card program by the Contractor.

### Christmas Tree Program

The Contractor agrees to collect evergreen Christmas trees from each household subject to the terms of this Agreement during a two-week curbside pick-up following the holiday season of each year. Contractor agrees to perform this once a year service at no charge to the City and at no extra charge to City residents. No Refuse Sticker/Tag shall be required for disposal of evergreen Christmas trees. The time of collection will be mutually agreed to by the Contractor and the City.

The City and the Contractor will work together to educate the public with respect to the condition of the trees before collection by the Contractor. Contractor will not collect:

- 1) Trees with any wire, plastic, cloth, glass, or metals of any classification; or
- 2) Trees containing strings of Christmas lights.

The intent of these restrictions is to protect the safety and welfare of employees responsible for processing the evergreen materials and to protect the by-product of the process from contamination and any resulting harmful effects.

#### IV. OPERATIONS

#### Preparation for Garbage and Refuse Collection

All households shall be required to participate in the City of Rock Falls Residential Solid Waste, Recyclable Materials and Yard Waste collection program, and to set out household garbage and refuse, solid waste, recyclables, and yard waste as required by City ordinance as may be modified by the City from time to time.

Each garbage and recycling toter shall be placed in the roadway or street adjacent and directly next to the curb or wherever a curb does not exist, as close to the roadway as possible.

Yard waste containers, bags, bundles and bulky waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag and bundle not so placed.

#### Hours of Operation

Collection shall not start before 6:00 a.m. or continue after 6:00 p.m. on any given day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

#### Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Public Property/Public Works Committee for their approval, which approval shall not be unreasonably withheld. The Contractor shall publish, at its expense, at least once during each calendar year a map of such collection routes in the Daily Gazette newspaper. The published map shall be of such size to clearly show all pertinent information. The Contractor may, from time to time, propose changes for approval by the City in routes or days of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected residents.

#### Holidays

The following shall be holidays for purposes of this Contract:

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day.

It shall be the Contractor's responsibility to notify residents of any changes in the collection schedule as a result of said holiday. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection of garbage service at least once per week.

#### Complaints

Contractor shall notify residents that complaints regarding services under this agreement are to be made directly to Contractor and shall be given a prompt and courteous response. In the case of alleged missed collections, the Contractor shall investigate and if such allegations are verified, shall arrange for the collection of the refuse.

A record of all complaints and action taken thereon shall be kept by the Contractor and reported monthly to the City. All complaints shall be answered and redressed by the Contractor courteously and promptly.

#### Office and Supervision

The Contractor shall establish and maintain a local office with continuous supervision for answering questions, complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. until 4:30 p.m. on all days except Saturday, Sunday and legal holidays as when no collection is to be made pursuant to this agreement. The address and telephone number of such office and any changes therein shall be given to the City in writing. Said office shall be located within 20 miles of Rock Falls.

#### Violations by Customer

The Contractor shall report to the City Administrator or Utility Office Superintendent all violations of ordinances pertaining to household garbage and refuse collection and disposal, recyclable material collection and yard waste collection to the extent Contractor becomes aware of such violations during the course of this Agreement.

#### Employee Uniform Code

All employees of the Contractor shall be dressed in clean uniforms which are provided with suitable identification as employees of Contractor.

#### Collection Equipment

The Contractor shall maintain a sufficient number of vehicles necessary to complete the regular collection services hereunder. All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and City residents. All vehicles and other equipment shall be kept in good repair and mechanical condition, appearance, and in a sanitary condition at all times. Contractor shall exercise due care to prevent spillage or release of waste from the collection vehicles.

The Contractor shall provide collection equipment that will not disfigure or damage City streets, and operators that will operate vehicles in a manner that will not damage streets,

sidewalks, overhead trees, etc. The City shall require the Contractor to repair, to the City's satisfaction and at the Contractor's expense, all damage to City property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunction, or operator negligence. Contractor shall pay any City invoice for repair within thirty (30) days.

Contractor shall permit all equipment utilized by it in the performance of this Agreement to be inspected by the City from time to time.

The Contractor's name or firm name, together with its phone number, shall be printed or painted in legible letters, not less than five (5) inches in height, on both sides and rear of all trucks and conveyances used in the City in performance of this Agreement.

The Contractor shall make all collections of garbage, refuse, recyclable materials and yard waste in watertight metal receptacles or vehicles with closed tops so constructed that the contents will not leak or spill therefrom; such receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect garbage and refuse. A broom and shovel in good usable condition shall be placed and maintained on each truck. If there is a spill of solid waste or liquids, the Contractor shall immediately cleanup said spill. If such spilled materials are not cleaned up within two (2) hours of verbal notification by the City, it may be removed by the City at the Contractor's expense. A pitchfork shall be provided on yard waste collection vehicles. Any cleanup by the City of any garbage, refuse or oil of any kind caused by a leak or spill from the Contractor's vehicles will be billed by time and materials used to complete said cleanup to the Contractor.

### <u>Disposal</u>

All refuse collected for disposal by the Contractor shall be hauled to an IEPA approved disposal site as approved by the City. All charges imposed on Contractor for disposal shall be at Contractor's sole cost and expense.

#### V. INSURANCE REQUIREMENTS

### Specific Requirements

Prior to the commencement of this Agreement, certificates of all insurance required hereunder, signed by an authorized representative of the insurance carrier, must be provided to the City stating that all provisions of the specified requirements herein are satisfied. The certificates shall be submitted directly to the City Clerk for review and approval. The Contractor shall not begin any work until the City has reviewed and approved the insurance certificates and has so notified the Contractor directly in writing.

Any notice to proceed that is issued shall be subject to such approval by the City. The Contractor further agrees to remain fully insured during the course of this Agreement and furthermore, will maintain coverage for completed operations for a period of three (3) years

following the expiration of this Agreement.

### Liability Insurance

The Contractor must provide the City with a certificate of insurance as proof of coverage. This certificate of insurance must also name the City of Rock Falls and its officers, employees and agents as additional insured for the period of the contract. The following minimum insurance coverages, unless otherwise approved by the City (such as for the provision of a portion of the services requested herein) will be required:

#### **Liability Limits**

Type of Insurance	Each <u>Occurrence</u>	Aggregate
GENERAL LIABILITY:		
Bodily Injury	\$1,000,000	\$2,500,000
Property Damage	\$1,000,000	\$2,500,000
Contractual Insurance – Broad Form	\$1,000,000	\$2,500,000
AUTOMOBILE LIABILITY		
Bodily Injury & Death	\$1,000,000	\$2,500,000
Property Damage	\$1,000,000	\$2,500,000

The Contractor shall provide evidence of umbrella or excess liability coverage to a limit of \$5,000,000.

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKERS COMPENSATION & OCCUPATIONAL DISEASES: According to Illinois law.

If subcontractors are employed, the same general guidelines are to apply to the subcontractor as the Contractor.

The City shall receive written notice of cancellation or reduction in coverage of insurance policy within thirty (30) days prior to the effective date of cancellation or reduction.

#### VI. FINANCIAL GUARANTEE

#### Form of Guarantee

The Contractor shall furnish to the City an irrevocable performance bond or letter of credit in the amount of one hundred thousand dollars (\$100,000) from a reputable insurance or bonding company or banking institution acceptable to the City to guarantee the faithful performance of the contract. The performance bond or letter of credit shall be payable to the City and prepared in a format approved by the City Attorney. It shall remain in effect for the

full term of the contract, including extension periods, and be delivered to the City within ten (10) days of the awarding of this contract. The contract shall not be signed until the bond or letter of credit is received and is reviewed for acceptability by the City. The bond shall be conditioned on the satisfactory performance by Contractor of all obligations and duties under the Collection Contract, and shall provide security to the City for any damages or loss suffered by the City because of or as the result of any breach or failure to perform by Contractor.

### Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### VII. ADDITIONAL RECITALS AND CONDITIONS

#### **Exclusive Grant**

The City agrees that, in consideration of the faithful performance of the obligations herein undertaken by Contractor, it does, by execution of this Agreement pursuant to enabling resolution, give and grant to Contractor for the term of this Agreement only, the sole and exclusive franchise to collect and dispose of garbage and rubbish of all types as is herein provided, to collect and process recyclables as is herein provided, and implement yard waste program as is herein provided, within the entire corporate limits of the City, for all households and municipal buildings located therein. This grant expressly includes the right and duty to service lands annexed to the City during the term of this Agreement and to service all households and municipal buildings constructed during said term, service to be provided on the same terms as set forth herein. The terms of this Agreement do not apply to any commercial or industrial uses or to multi-family residences of four (4) units or more.

#### Compliance with Laws

The Contractor shall conduct operations under this Agreement in compliance with all applicable Federal, State and Local laws, ordinances, rules and regulations.

#### Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all licenses required by the City or any other governmental agency in order for Contractor to lawfully perform this Agreement.

#### Transferability of Contract

Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of an assignment, the assignee shall assume the full liability of the Contractor under this Agreement and Contractor shall not be relieved of

obligations hereunder without the written consent of the City. For purposes hereunder, a Change of Control in Contractor shall constitute a transfer or assignment and shall be void unless approved by the express written consent of the City. A "Change of Control" means the occurrence of any of the following events: (i) any sale, lease, exchange or other transfer of all or substantially all of the assets of Contractor, (ii) any merger or consolidation to which the Contractor is not the surviving entity, or (iii) any individual, entity or other person becoming the beneficial owner of equity interests representing more than 25% of the equity interests of Contractor then outstanding.

#### Term of Contract

Service provided under this Agreement shall begin July 1, 2025.

The term of this Agreement will be for a five (5) year period and terminates June 30, 2030.

#### Contract Documents

The "Contract Documents" shall include the following documents, and this Agreement does hereby expressly incorporate the same herein as if more fully set forth verbatim in this Agreement:

- 1) This Agreement;
- 2) The Performance Bond;
- 3) The Request for Proposal ("RFP") for the Period Beginning July 1, 2025; and
- 4) Any addenda or changes to the foregoing documents agreed to by the parties hereto and made a part of this Agreement

#### **Amendments**

All provisions of the Contract Documents as amended, shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

#### <u>Independent Contractor</u>

Contractor shall perform all work and services described herein as an independent contractor and not an officer, agent, servant or employee of the City. Contractor shall have exclusive control of, and the exclusive right to control the details of the services and work performed hereunder in accordance with the terms of this Agreement, and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and

no such person shall be entitled to any benefits available or granted to employees of the City.

#### Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City hereafter to enforce same, nor shall waiver by the City of any breach of provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions hereof nor be taken or held to be a waiver of any provision itself.

#### Point of Contact

Regular contact between the Contractor and the City shall be directed by the Contractor to the designated contact person within the City. The designated contact person for the City is the City Administrator or the Mayor.

#### Notice

All notices in connection with this Agreement shall be delivered personally to or mailed certified mail, return receipt requested and shall be deemed given when so mailed to the parties as follows:

If to the Contractor: Midwest Disposal, LLC

Attn: Derek J. Humphrey 1556 Red Brick Rd Dixon, IL 61021

If to the City:

City of Rock Falls Attn: City Clerk 603 West I 0th Street Rock Falls, IL 61071

With a copy to:

Ward, Murray, Pace & Johnson, P.C.

Attn: Matthew D. Cole

226 W. River Street; PO Box 404

Dixon, IL 61021

#### Severability

If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect provided, however, that in the event all of the pick-up required hereunder is not legally enforceable, the City may terminate this Agreement.

#### **Equal Employment Opportunity**

In the event of Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, Contractor 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 Contractor may be subject to such other sanctions or penalties may be imposed or remedies invoked as provided by statue or regulation.

During the performance of this Agreement, the Contractor agrees as follows:

- That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation 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.
- That if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights 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.

#### Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any direct or indirect interest in this Agreement or the proceeds thereof. Violation of this provision shall cause this Agreement to be null and void and Contractor will forfeit any payments to be made under this Agreement.

#### VII. BASIS AND METHOD OF PAYMENT

The compensation to be paid to Contractor for performance of services hereunder shall be as follows:

For monthly service, the amount of the monthly rate for each time period as set forth in the following table times the number of individual residential dwelling units serviced each month.

#### Monthly rate per household

Contract Year	Charge to City per Household				
July 1, 2025	\$14.64				
July 1, 2026	\$15.07				
July 1, 2027	\$15.51				
July 1, 2028	\$15.95				
July 1, 2029	\$16.40				

In addition, Contractor shall be entitled to all fees collected by it for disposal of White Goods.

The Contractor shall discontinue refuse collection service at any individual dwelling unit as set forth in a written notice sent to Contractor by City. Contractor shall, upon further notification by City, resume collection on the next regularly scheduled collection day for any previously discontinued or any new dwelling unit. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from Contractor's discontinuation of service at any location at the direction of the City.

Contractor and City shall each maintain records of the total number of possible dwelling units required to be serviced by the Contractor under this Agreement, and Contractor shall bill the City for service rendered, based upon the formula specified above, within ten (10) days following the end of each month. City shall pay Contractor the amount so billed on or before the twentieth (20<sup>th</sup>) day following the end of each month. The first such payment shall be due on or before August 20, 2025. Any discrepancy between the record of residential units serviced by Contractor and by City shall be resolved by a negotiation between the parties, and upon failure to reach accord based upon negotiation, shall be resolved as the average number between Contractor's and City's records. The parties agree that as of the date of this Agreement, the current number of individual dwelling units requiring service within the City is approximately three thousand two hundred fifty (3,250). City shall provide an update as to the number of dwelling units required to be serviced by the Contractor no more than thirty (30) days prior to the commencement of the term.

#### Cost and Charge to Contractor

Contractor shall be solely and fully responsible for any and all costs of disposal of waste collected pursuant to this Agreement, and shall absorb any increase in "tipping" fees, disposal site fees, tonnage increases and any and all other costs and expenses which may be incurred by Contractor. Nothing herein shall prevent Contractor from transporting the waste collected to alternate disposal sites, provided that Contractor shall notify City of each disposal site wherein waste is to be deposited, and any site so selected by Contractor shall be a duly licensed, authorized and certified waste disposal site operating in conformance with all applicable laws, rules and regulations governing disposal of waste materials.

#### IX BREACH AND REMEDIES.

#### Failure to Perform.

If the Contractor fails to collect materials herein specified for a period in excess of two (2) consecutive, scheduled, working days (unless such failure is due to acts of God or nature or other occurrences beyond the control of Contractor which prevent Contractor from collecting through no fault on the part of Contractor), or otherwise fails to perform its obligations under this Agreement or any of the Contract Documents in a manner satisfactory to the City, the City may, but shall not be required to, take the following action:

- Notify the Contractor in writing of its default under the Agreement and that this Agreement will be terminated unless the contractor shall perform to the satisfaction of the City within five (5) days of the date the aforesaid notice was mailed by the City. In the event the default is not cured, the City may terminate this Agreement and the City's obligation and Contractor's rights hereunder shall cease and be of no further force and effect;
- The City shall have the right to contract with another party to collect garbage and refuse materials should the Contractor not perform as specified in this Agreement and any expenses incurred by the City which are not satisfied by the revenues generated from the existing rates herein specified shall be charged to the Contractor and against the performance guarantee.

Contractor agrees that in the event the Contractor fails to fulfill any of the provisions stipulated in this Agreement, the City may at its option, without waiving any of its other rights, hire such personnel and equipment and enter such Contracts as it may deem necessary to perform the work described herein. In addition, the City shall be entitled to collect from Contractor all losses, including all costs, expenses and attorneys' fees arising out of or as the result of such failure of performance on the part of the Contractor.

The City may collect any costs, expenses and reasonable attorneys' fees incurred as the result of Contractor's default hereunder.

Any and all rights of the City shall be cumulative.

Nothing in this Agreement shall exempt the Contractor from performing his duties consistent with the provisions in this Agreement or being held liable for the failure to perform consistent with this Agreement due to a catastrophe, riot, war, governmental regulation or order, fire, accident, strike, work slowdown, "blue flu", act of God, or other similar or different contingency.

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other

position or portion of the Contract Documents.

#### **Indemnity**

The Contractor shall indemnify and hold harmless the City, its officer, agents, representatives, and/or employees from and against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which it may be held liable, arising out of or resulting from the fault of the Contractor, its employees, agents, representatives, or subcontractors, in the performance of this Agreement.

#### Liquidated Damages/Failure to Perform

The Contractor shall be liable for liquidated damages, in the amount of \$25 first incident, \$50 second incident and \$100 per incident thereafter, upon determination by the City that performance has not occurred consistent with the following provisions of this Agreement:

- 1) Failure to pick up missed collection by 4:00 p.m. on the day following the scheduled collection day.
- 2) Failure to adequately address legitimate complaints.

The following infraction shall subject Contractor to liability for liquidated damages in the amount of \$250 first incident, \$500 second and \$1000 per incident thereafter: failure to materially complete district-wide collection by 6:00 p.m. on the scheduled collection day, if the City has not been notified of the delay by 4:00 p.m. on the scheduled day.

If the City determines that a claim for liquidated damages exists, City shall give written notice to Contractor of the amount and reasons for the claim. Such amount shall be due and payable by Contractor within ten (10) days of the giving of the notice unless Contractor shall serve upon the City a demand for an administrative hearing before the Administrative Hearings Officer appointed by the City pursuant to the Municipal Code of the City, and upon service of such demand, the City shall notify Contractor of the date and time of the hearing upon such claim and demand. At the hearing Contractor may present such evidence as deemed relevant to the issue of whether Contractor has violated the Contract or is liable for the amount claimed by City. The decision of the Hearing Officer shall be final, and if the decision is to uphold the claim asserted by the City, such amount shall be paid by Contractor within five (5) days thereafter.

The City may deduct the full amount of any liquidated damages from any payment due to the Contractor, but any liquidated damages not part of such deduction shall remain the obligation of the Contractor and be payable by the Contractor on demand of the City. Failure to perform may lead to termination of this Agreement by City as provided herein.

#### <u>Incorporation of RFP</u>

The terms and conditions of the RFP are hereby expressly incorporated into and shall be

enforceable in accordance with this Agreement as if more fully set forth herein. Notwithstanding the foregoing, to the extent of any conflict between the terms of this Agreement and the RFP, the terms of this Agreement shall control.

Signatures appear on the next page hereof

IN WITNESS WHEREOF, the	above and foregoin	g Agreement has been executed
at Rock Falls, Illinois as of this	day of	_, 2024.
City of Rock Falls, Illinois		
Ву		
Rodney Kleckler, Mayor		
ATTEST:		
Pamela Martinez, City Clerk		
Midwest Disposal, LLC  By:  Derek J. Humphrey, Principal M.	ember	
Dorok J. Humpmoy, Jimorpai 141	.VIIIUVI	

#### CHANGE ORDER

	Change Order Number		1
	Date		May 2, 2024
2020 7881			
Project Name	RBW District Control Room and Toilet Room Project		
Owner	City of Rock Falls, Illinois		
Contractor	Gensini Excavating		
The following c	hanges are hereby made to the CONTRACT DOCUMENTS:		
Add work descr	ibed on RFP 1 - Option 01 herewith attached		
	Original CONTRACT PRICE:	\$	839,985.30
	CONTRACT PRICE adjusted by previous CHANGE ORDERS:		839,985.30
	e change in CONTRACT PRICE due to this CHANGE ORDER:		63,500.00
1	The new CONTRACT PRICE including this CHANGE ORDER:	\$	903,485.30
	CONTRACT TIME: increase		1 week
APPROVALS R	REQUIRED:		
Owner		Date	
Mide	1 Darles N	ay	ZN 2024
Contractor		Date	1
trous	M WI HAM -		
1.000			May 2, 2024
Fngineer		Date	

## REQUEST FOR PROPOSAL

Request No. 1 Date of Issuance: April 30, 2024 WHA Project Number: 1503D22
Project: _City of Rock Falls - RB&W District Park Control Room and Toilet Room Project
Contractor: Gensini Excavating, 10602 Highway 26, Princeton, IL 61356
Architect\Engineer: Willett Hofmann & Associates, Inc., 809 East Second Street, Dixon, Illinois
You are requested to provide a proposal for the following Work to be performed in accordance with the terms of the Contract Documents for the above referenced project.
Install CIP concrete edge along entire length of existing walkway as detailed on the attached drawing – either Option 01 or Option 02.
This is NOT an authorization to proceed with the work described above. The Architect/Engineer and Owner shall evaluate this Proposal. If the terms of the Proposal are acceptable to the Architect/Engineer and Owner, a Change Order will be issued to modify the Contract for Construction.
CONTRACTOR PROPOSAL:
(Name of Contractor) Gensini Excavating, Inc. shall perform the Work described above in accordance with the Contract Documents for the above referenced project for the following terms:
COST: The Contract Sum will be Increased / decreased by the following amount: (Stated in both words and figures, in case of a discrepancy, the amount given in words shall govern)
Sixty-three thousand Five Hundred and 00/100 Dollars (5_63,500.00_).
TIME: 1 week Proposed additional time requested:
SIGNATURE:  General Contractor: The Language Date: 5/1/24
Submitted By: Date:



May 1, 2024

RE: RB & W Park Rock Falls, IL Robbin Blackert

The following are unit prices for saw cutting and removing approximately 1275 lineal feet of sidewalk 1 foot wide along the RB & W Park riverside and replacing with a 2 feet deep concrete toe/filling in the void under the existing sidewalk.

ITEM	UNIT PRICE	QUANTITY	TOTAL \$12.500.00	
Removal items	\$12,500/LS	1 Lump Sum		
Concrete replacement	\$40.00/LF	1275 LF	\$51,000.00	

### TOTAL BASE BID = \$63,500.00

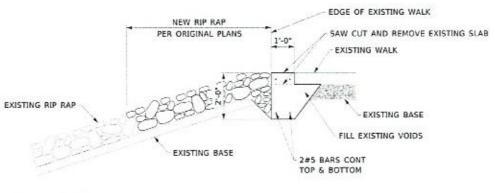
This price includes all labor, concrete, and steel to complete the work. This price does not include the following:

· Anything not specifically stated in the above scope.

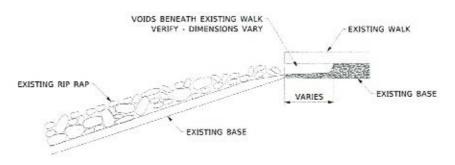
Signed By: Ralph Censini, Jr.

Recommend By: WIIA official

Accepted By: City Official



OPTI NO SCALE



1 EXISTING

#### WRITE OFFS JANUARY 2024 - MARCH 2024

<u>NAME</u>	ACCOUNT#	<u>AMOUNT</u>	ELE	ELE PEN	<u>SEWER</u>	SEW PEN	WATER	WAT PEN	GARBAGE	GAR PEN	TAX	UR LITE	TOTAL
BANKRUPTCY													
<u> </u>													0.00
<u>TOTAL</u>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DECEASED													
GIPSON, RONALD	7-00610-03	51.08			40.37		10.71						51.08
REED, WARREN	27-00190-13	238.28	233.84							•	4.44		238.28
TOTAL		289.36	233.84	0.00	40.37	0.00	10.71	0.00	0.00	0.00	4.44	0.00	289.36
SPECIAL CIRCUMSTANCE													
MICRO INDUSTRIES	32-00320-00	415.10			120.75	2.17	286.84	5.34					415.10
MICRO INDUSTRIES	32-00330-00	472.28			120.75		343.09						472.28
STERN, RUTH	21-00180-00	136.66	44.35		52.64		21.23		18.38		0.06		136.66
WADE, LAURA	7-00150-02	518.54			376.21	13.93	125.12		20,00		0.00		518.54
WADE, LAURA	7-00150-03	484.73			366.92		102.08						484.73
,													101.70
TOTAL		2,027.31	44.35	0.00	1,037.27	32.06	878.36	16.83	18.38	0.00	0.06	0.00	2,027.31
AGED OUT													
DUNN, PHILLIP	29-00200-03	45.59	18.40		15.06		6.23		5.46		0.44		45.59
EIGSTI, JESSICA	42-00460-09	148.59	58.27	1.12	47.82	1.66	21.22	0.59	15.95	0.57	1.39		148.59
FREDERICK, JERAME	21-01050-22	489.51	219.69	13.34	135.86	5.44	62.75	2.08	43.06	1.80	5.49		489.51
HELT, NANCY	43-01440-15	272.48	190.25		53.00		23.85				5.38		272.48
JONES, RANDY	43-01270-12	29.35	8.84	1.38	11.26	2.21	4.65	0.81			0.20		29.35
KELEMAN, RONALD	41-00050-08	294.94	272.94	14.78							7.22		294.94
MAGANA, JACOB	14-00340-19	306.70	123.80	8.57	91.73	4.59	44.01	2.32	27.54	1.08	3.06		306.70
MESSER, EARL	10-00450-14	459.60	215.05	11.57	120.74	6.84	67.11	3.45	27.68	1.61	5.55		459.60
MORGAN, DANIKA	33-01221-13	34.16	32.42	0.92							0.82		34.16
RIPPY JR, RANDY	13-02300-33	172.40	52.10		66.57		39.71		12.74		1.28		172.40
SPRUILL, JESSICA	28-00870-08	297.90	191.86	2.74	67.32		27.76				6.70		297.90
WEEGENS, MARK	14-00250-12	505.82	238.39	15.17	132.02	6.46	62.87	2.88	40.07	1.83	6.13		505.82
ZIGLER, JEANETTE	12-02040-07	240.62	217.51	17.47							5.64		240.62
TOTAL		3,297.66	1,839.52	87.06	741.38	28.36	360.16	12.49	172.50	6.89	49.30	0.00	3,297.66
GRAND TOTAL		5,614.33	2,117.71	87.06	1,819.02	60.42	1,249.23	29.32	190.88	6.89	53.80	0.00	5,614.33 5,614.33

## **2024 DODGE DURANGO PURSUIT AWD**

## Police Friendly Setup! Column Shifter!

V6 Pentastar 293 HP / 260 Lb-Ft Torque - \$40,337.00 V8 HEMI 360 HP / 390 Lb-Ft Torque - \$43,047.00

## Major Included/Standard Items

- \*6" Left LED Spotlight
- \*Red & White Dome Light
- \*Power Driver Seat
- \*Column Shifter
- \*Black Steel "Police" Wheels
- \*8.4" Touch Screen Radio
- \*Backup Camera
- \*220-Amp Alternator
- \*650 CCA Maintenance-free battery
- \*130 MPH Top Speed
- \*"Secure Park" Ignition Override
- \*Independent Front/Rear Suspension
- \*Vehicle System Interface Module
- \*Trailer Tow Group w/Full Size Spare

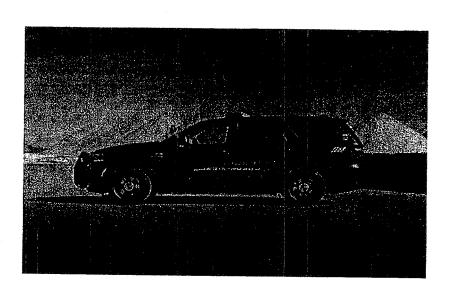
- \*Cruise Control
- \*3 Zone Climate Control
- \*Power Locks & Windows
- \*Traction Control
- \*Stability Control
- \*Bluetooth
- \*Backup Sensors
- \*Keyless Entry
- \*Front/Seat/Side Airbags
- \*4 Key Fobs Standard
- \*Engine Idle/Hour Meter
- \*24.6 Gallon Fuel Tank
- \* Vinyl Floor
- \* Automatic Headlights

\*Blind Spot & Rear Cross Path Detection

\*8-Speed TorqueFlite Transmission\*

\*5 Years or 100,000 Mile Powertrain Warranty\*





## **2023 DODGE DURANGO PURSUIT OPTIONS**

- \*Fleet Key Alike (4 additional Key Fobs) \$316.00
- \*Deactivate Rear Doors/Windows \$81.00
- \*Dual LED Spotlights \$549.00
- \*Floor Carpet w/mats \$136.00
- \*Full Length Center Console \$316.00
- \*18" Painted Aluminum Wheels \$369.00
- \*Power Liftgate (Deletes Key Lock Cylinder) \$415.00
- \*Skid Plate Group \$316.00
- \*Technology Group \$2,511.00
- \*Vinyl Rear Seat \$136.00
- \*10.1" Touch Screen Radio with Navigation \$986.00
- \*Delete Spotlight (\$575.00 credit)
- \*Various non-standard Police colors \$356.00

### **CHIEF-DETECTIVE-UNDERCOVER PACKAGE**

Based on the fully certified Durango Pursuit as listed, and available with either the 3.6L V6 or the legendary 5.7L Hemi V8, here's a really economical grouping that upgrades the Durango police to a conventional looking SUV with all the performance and durability you expect in a Police SUV. Includes:

- \*18" Aluminum Wheels
- \*115V Auxiliary Power Outlet
- \*Full Length Floor Console

- \*Illuminated Cupholders
- \*Spotlight Delete
- \*Full Carpet w/Mats

## \$350.00 (NOT A MISPRINT!)

\*Please note, per the factory, a signed purchase agreement (factory provided form) is required for orders to be built. We'll do all the heavy lifting on that; we'll just need a signature.



www.suntronixsigns.com www.hyocodistributuin.com David Howard - 319-210-8545

#### Quotaion for:

City of Rock Falls Rock Falls IL

# Quotation

DATE 1/30/2024 Quotation # 105 Customer ID

Quotation valid until: 2/29/2024 Prepared by: David Howard

Comments or Special Instructions: All prices include software setup and communications set up. Signs will be shipping to the customer within 8 to 12 weeks.

SALESPERSON P.O. NUMBER SHIP DATE SHIP VIA F.O.B. POINT

DH ASAP

QUANTITY	DESCRIPTION	UNIT PRICE		amount
1	3' 4" x 6' 6" Single Face Digital Sign. 9mm HD Set up with wireless communication and 5 year parts warranty,	\$9,775.00		\$ 9,775.00
1	Installation	not included		
•	instanceon	iiot incinded		
4	Shipping	included		
		A. Was a spinor of the same of	SUBTOTAL	\$ 9,775.00
			04150711	American states and an area of the second

 SUBTOTAL
 \$ 9,775.00

 SALES TAX

 TOTAL
 9,775.00

THANK YOU FOR YOUR BUSINESS!

	Proposal—	Page #of	pages
	- Z-weeks - 4 DAYS Com	for Stone-	
PROPOSAL SUBMITTED TO	JOB NAME	J08 #	
PROPOSAL SUBMITTED TO-ROCK Falls (Dave)	JOB LOCATION		
Rockfalls	DATE	DATE OF PLANS	4-20-0
		NAC (CARPORT OF THE CARPORT OF THE C	
PHONE # 815-632-8287 FAX#		ARCHITECT	
## hereby submit specifications and estimates for: Proposed McMdes - Moterial aprox. + Dlocks  Growt  rebar  mesh wire  mortar  Stone	stal - 3,825,81		
total with labor - 11,225 will need 4,000 down for a d	lown payment fo	r material.	
## propose hereby to furnish material and labor – complete in accord	dance with the above specifications	for the sum of:	Dollars
with payments to be made as follows: Pay with Jo	on is complete		
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.	Respectfully submitted Note — this proposal ma	y be withdrawn by us if not accepted within	days.
Arreni	tance of Proposa	1	
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.	Signature	7	
Date of Acceptance	Signature	Andrew Commencer Com	
NC3819 / T-3850 09-11			



April 19, 2024

Honorable Mayor Kleckler and Members of the City Council City of Rock Falls 603 W. 10<sup>th</sup> Street Rock Falls, Illinois 61071

Re:

Watermain Improvements – Phase 3 W. 10<sup>th</sup> Street, 8<sup>th</sup> Avenue, W. 17<sup>th</sup> Street, W. 18<sup>th</sup> Street, and 12<sup>th</sup> Avenue Watermain Replacement Bid Summary and Award WHA No. 1895D23

Dear Mayor Kleckler and Members of the City Council:

Proposals for the W. 10<sup>th</sup> Street, 8<sup>th</sup> Avenue, W. 17<sup>th</sup> Street, W. 18<sup>th</sup> Street, and 12<sup>th</sup> Avenue – Watermain Replacement project were received and opened on April 18, 2024 at 11:00 a.m. at City Hall. A total of five (5) proposals were received.

One (1) addendum was issued prior to the bid opening. All proposals were submitted with the required bid security. The proposals were reviewed for completeness and read aloud. A tabulation of all the bids, including a listing of items to be submitted with the proposal, was later verified. A copy of the bid tabulation is attached for your information.

#### **BIDDING IRREGULARITIES**

- 1. Helm Civil had an incorrect total for pay item #28 "Precleaning And Televising Sanitary Sewer" in their bid schedule. They listed \$3,504.50 as the total price for that pay item, but it is actually \$4,504.50, according to their unit price. However, the total bid proposal was correct, according to the unit prices they used.
- Fischer Excavating, Inc. did not meet the minimum 16 day prior to the bid opening DBE advertisement requirement.

#### **SUMMARY OF BIDS**

The low bid of \$1,721,481.46 was \$198,959.54 and 10.4% below our cost estimate of \$1,920,441.00 and \$1,304.74 below the 2<sup>nd</sup> bidder. A tabulation of all the bids comparing them to our estimate in dollars and percentages is as follows:

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

#### **Bid Tabulation**

CONTRACTOR	BID	\$ Over/Under Estimate	% Over/Under Estimate
Gensini Excavating, Inc. Princeton, IL	\$1,721,481.46	\$198,959.54↓	10.4% ↓
Fischer Excavating, Inc. Freeport, IL	\$1,722,786.20	\$197,654.80 ↓	10.3% ↓
Helm Civil Freeport, IL	\$1,888,941.50	\$31,499.50 ↓	1.6% ↓
Martin & Company Excavating Oregon, IL	\$1,898,845.40	\$21,595.60 ↓	1.1% ↓
Porter Brothers Construction Inc. Rock Falls, IL	\$1,960,461.10	\$40,020.10 1	0.2% 🕆

#### PROJECT AWARD

Gensini Excavating, Inc. was the low bidder and their bid was 10.4% below our Engineer's cost estimate and \$1,304.74 below the  $2^{nd}$  bidder.

If the City wishes to proceed with the project, then we recommend awarding the contract, contingent on IEPA approval, to Gensini Excavating, Inc., 10602 Highway 26, Princeton, Illinois 61356 for their low, responsive, responsible bid of \$1,721,481.46.

Enclosed are three (3) copies of the Notice of Intent to Award for Gensini Excavating, Inc. The Mayor will need to sign the Notice of Intent to Award after the City awards the project. Please return all executed copies of the Notice of Intent to Award to us.

#### PROJECT COST SUMMARY

The watermain improvements are being funded with an IEPA Public Water Supply Revolving Fund loan. The post-bidding project cost summary and IEPA PWSRF loan financing are summarized in the table below. The project financing is based on an IEPA PWSRF loan which includes a principal forgiveness amount of \$1,012,062.95 and a 20-year loan at an interest rate of 1.00% (we anticipate the City will qualify for the Hardship Rate).

### **Project Cost Summary**

	Post-Bidding Project Cost
Construction	\$1,721,481.46
Contingency (3%)	\$ 51,644.44
Engineering Design/Loan Administration	\$ 134,000.00
Engineering Construction	\$ 117,000.00
Total Project Cost	\$2,024,125.90
Project Financing	
Principal Forgiveness (50%)	\$1,012,062.95
IEPA Loan to Repay	\$1,012,062.95
IEPA Annual Loan Payment	\$ 56,084.00

I can attend the May  $7^{th}$  City Council meeting, if the City would prefer, in case there are any questions.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

Daniel B. Loos, P.E.

DBL:lj Encl.

Michelle Conklin, Deputy City Clerk, w/ encl. (including original bids)
 Robbin Blackert, City Administrator, w/ encl. (via email)
 Ted Padilla, Water Superintendent, w/ encl. (via email)
 File

### NOTICE OF INTENT TO AWARD

To:	Gensini Excavating, Inc.			
	10602 Hwy 26			
	Princeton, IL 61356			
		·		
Projec	et Description:	Watermain In	nprovements – Phase 3	
	WNER has considered the BID sub ion for Bids dated March 10, 2024 a			C, in response to its
	e hereby notified that your BID wi y (IEPA) approval, for items in the			nmental Protection
CONT	ill be required by the Information RACTOR'S Performance BOND, ar days from the date of the final N	Payment BOND a	and certificates of insuran	urnish the required ce within ten (10)
Dated :	this 7th day of May, 2024.			
		•	City of Rock Fa	ılls
			OWNER	
		Ву		
		Title	Rodney Kleck	ler, Mayor



April 08, 2024

Quote#: 24-MK-21930-R

Customer # 385839

City of Rock Falls Water Reclamation

Attention: Matt Trotter 603 West 10Th Street Rock Falls, IL 61071-1576

#### Reference:

A Six Year POW-R-GUARD Maintenance Agreement for Emergency Standby Generator(s).

Kohler	80REOZJF	SGM325T39	Cummins	855	KTA115061
Kohler	30CCL	33D7GMGH0007	General Motors	25REZG	3019323
General Motors	25REZG	3019322	John Deere	50REOZJD	3019299
John Deere	50REOZJD	3019283	General Motors	25REZG	3019261
General Motors	60REZGB	3019260	General Motors	60REZGB	3019259
Kohler	1760REOZM	1 2292279			

Thank you for allowing Altorfer Power Systems the opportunity to provide a scheduled maintenance plan for your power generation system. These services have been tailored to your company's requirements and specific needs, while following Caterpillar's published schedules. A complete description of the services offered is included in this proposal package. The following is a summary of the service levels included in this agreement:

NOTE: Any specific training required to perform these services will be billed at normal time and material rates.

Туре	Description	Service Level Qty
Service Level 1	Comprehensive Inspection	6
Service Level 2	Full Service, plus Service Level 1	66
Service Level 4	10	
Service Level 6-8	8-Hr Loadbank Testing Service	3
Service Level 7	Starting Battery Replacement Service	22
Service Level 13A	Diesel Fuel Analysis - Basic Check	6

<sup>\*\*</sup>Service Level intervals are based on 250 or less run hours per year.

SerialNum	Customer Equipment Num	Visit Qty	Invoice Amount
2292279	WWTP	12	\$3,840
3019259	Rt 30 & Lawrence Hardware	6	\$1,049
3019260	Dog Pound	6	\$1,049
3019261	Rt 30 & Industrial Park Rd		\$1,049
3019283	Anixter Road & Union	6	\$1,282
3019299	4th & 24th Street	6	\$1,282
3019322	Centennial Park	6	\$1,072
3019323	Rt 40 & Community State Bank	6	\$1,072
33D7GMGH0007	New / Kohler 30KW	6	\$950
KTA115061	Cummins Main Plant	6	\$1,690

Altorfer Inc.

4712 Buckeye Street, Davenport,IA 52802

Phone: (563) 324-1935 FAX:

ISGM325T39	Coincieus Ct-ti DT00	1	
100101020109	Fairview Station RT30	1 6	\$1 179
		1 9	Ψ1,110

### - Plus Applicable Tax.

Any labor or materials for corrective action on defects discovered during inspection and testing of equipment will be invoiced separately.

Phone: (563) 324-1935 FAX:

April 08, 2024 Quote#: 24-MK-21930-R

This maintenance plan will minimize the number of unexpected problems, allow you to budget your operating expenses, and maximize your facility's "up" status. All services will be performed by qualified CATERPILLAR trained technicians assuring that your generator system is maintained in accordance with all manufacturer's guidelines. Further, with the authorized CATERPILLAR dealer handling the maintenance, you can be assured of receiving any suggested or mandated product improvement updates that your equipment would require. The services provided will discover any possible discrepancies before they become a serious problem, which could lead to unnecessary down time of your system.

Altorfer Power Systems is capable of addressing all of your power generation needs from scheduled maintenance to failure diagnosis and repairs. To further your investment, we offer the following types of support:

- \* 24 Hours, 7 days A Week, Emergency Service
- \* Emergency Generator Rentals
- \* 25+ CATERPILLAR Trained Generator Field Service Technicians Company Wide
- \* In House Transfer Switch and Switchgear Repair
- \* \$1.5 Million In Parts Inventory With Instant Access to CAT Worldwide Parts in Morton, IL.

All services performed will be covered by a 6-month warranty against materials and workmanship defects. All remedies under this warranty are expressly limited to replacing parts or making repairs in accordance with the warranty guidelines. Claims for loss arising out of any failure or the repaired equipment to operate for the warranty period or for loss arising from expenses incurred due to, or in connection with the failure of the repaired equipment, including any and all claims for consequential damages, are expressly excluded. Pricing is based on services performed during normal business hours.

In the event either party would decide to terminate this agreement, a 30 day written notice is required.(Cancellation charges may apply if the actual work completed exceeds the amount of total payments made prior to agreement termination.)

Pricing is valid for 60 days from quote date. To accept this proposal, please sign below. Please return the ACCEPTED copy to me. If you have any questions, or if I may be of additional service, please don't hesitate to contact me.

Sincerely,

Mike Knapp PSSR (309) 712-9179 E-mail: mike.kna	app@altorfer.com		
ACCEPTED:		DATE:	
TITLE:	ADDITION OF THE STATE OF THE ST	PO#:	

Phone: (563) 324-1935 FAX:

Customer	City	of Rock Falls Water Recla	mation	Reference	
Quote/Co	ntract# 24-	MK-21930-R			
Model	Serial Number	Location	Equip#	Service Level	Visit Note
April-202	5				
1760REO2	2292279	WWTP, 101 Clearwater	WWTP	Service Level 13	
1760REO2	2292279	WWTP, 101 Clearwater	WWTP	Service Level 2	
60REZGB	3019259	3300 E. Rock Falls RD	Rt 30 & L	Service Level 2	
60REZGB	3019260	Dog Pound, 1701 Indust	Dog Pou	Service Level 2	
25REZG	3019261	2110 Industrial Park Rd	Rt 30 & I	Service Level 2	
50REOZJ	3019283	2002 Anixter Road Rock	Anixter R	Service Level 2	·
50REOZJ	3019299	200 4Th & 24Th Street,	4th & 24t	Service Level 2	
25REZG	3019322	401 Centennial Park Ro	Centenni	Service Level 2	
25REZG	3019323	Community State Bank,	Rt 40 &	Service Level 2	
30CCL	33D7GMGH000	7 RT40 - RT88	New / Ko	Service Level 2	
855	KTA115061	2600 RT 30 Rock Falls I		Service Level 2	
80REOZJF	SGM325T39	Fairview Lift Station, 400	)	Service Level 2	
October-	2025		Sala Sue en la company		
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 1	
April-202	6			Marajari (17)	
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 13	
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 2	
60REZGB	3019259	3300 E. Rock Falls RD	Rt 30 & L	Service Level 2	
60REZGB	3019260	Dog Pound, 1701 Indust	Dog Pou	Service Level 2	
25REZG	3019261	2110 Industrial Park Rd	Rt 30 & I	Service Level 2	
50REOZJ	3019283	2002 Anixter Road Rock	Anixter R	Service Level 2	
50REOZJ	3019299	200 4Th & 24Th Street,	4th & 24t	Service Level 2	
25REZG	3019322	401 Centennial Park Ro	Centenni	Service Level 2	
25REZG	3019323	Community State Bank,	Rt 40 &	Service Level 2	
30CCL	33D7GMGH0007	RT40 - RT88	New / Ko	Service Level 2	
855	KTA115061	2600 RT 30 Rock Falls I		Service Level 2	
80REOZJF	SGM325T39	Fairview Lift Station, 400		Service Level 2	
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 4	
60REZGB	3019259	3300 E. Rock Falls RD	Rt 30 & L	Service Level 4	
60REZGB	3019260	Dog Pound, 1701 Indust	Dog Pou	Service Level 4	
25REZG	3019261	2110 Industrial Park Rd	Rt 30 & I	Service Level 4	
50REOZJ	3019283	2002 Anixter Road Rock	Anixter R	Service Level 4	
50REOZJ	3019299	200 4Th & 24Th Street,	4th & 24t	Service Level 4	
25REZG	3019322	401 Centennial Park Ro	Centenni	Service Level 4	
25REZG	3019323	Community State Bank,		Service Level 4	
<u> </u>	SGM325T39	Fairview Lift Station, 400		Service Level 4	
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Altorfer Inc.

Page 1 of 3

2550 6th St SW, Cedar Rapids, IA 52404

Phone: (319) 365-6500 FAX:

1760REOZ	2292279	WWTP, 101 Clearwater	ww.TP	Service Level 6-	6-8
1760REOZ		WWTP, 101 Clearwater		Service Level 7	
60REZGB		3300 E. Rock Falls RD			
60REZGB		Dog Pound, 1701 Indust			
	<b>)</b>	2110 Industrial Park Rd			
		2002 Anixter Road Rock			
	3019299	200 4Th & 24Th Street,			
	3019322	401 Centennial Park Ro			
	3019323	Community State Bank,			
30CCL	33D7GMGH0007	<u> </u>		Service Level 7	
855	KTA115061	2600 RT 30 Rock Falls I		Service Level 7	
	SGM325T39	Fairview Lift Station, 400		Service Level 7	
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1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 1	1
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April-202	7				
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 1	13
1760REOZ	<u> </u>	WWTP, 101 Clearwater		Service Level 2	
60REZGB			I	Service Level 2	
60REZGB		Dog Pound, 1701 Indust			
25REZG	3019261	2110 Industrial Park Rd			
	3019283	2002 Anixter Road Rock	1		
	3019299	200 4Th & 24Th Street,			
25REZG	3019322	401 Centennial Park Ro			
25REZG	3019323	Community State Bank,		Service Level 2	
30CCL	33D7GMGH0007			Service Level 2	
855	KTA115061	2600 RT 30 Rock Falls I		Service Level 2	
	SGM325T39	Fairview Lift Station, 400		Service Level 2	
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October-2	2027				221
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 1	1
April-202	8				
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 1	13
1760REOZ		WWTP, 101 Clearwater		Service Level 2	2
60REZGB	<u> </u>	<u> </u>		Service Level 2	2
60REZGB		Dog Pound, 1701 Indust	Dog Pou	Service Level 2	2
25REZG	3019261	2110 Industrial Park Rd			
50REOZJ	3019283	2002 Anixter Road Rock	7	1	
50REOZJ	3019299			Service Level 2	
25REZG	3019322	401 Centennial Park Ro			
25REZG	3019323	Community State Bank,	<u> </u>	Service Level 2	
30CCL	33D7GMGH0007	RT40 - RT88	-ü	Service Level 2	
855	KTA115061	2600 RT 30 Rock Falls I		Service Level 2	
	SGM325T39	Fairview Lift Station, 400		Service Level 2	
30CCL	33D7GMGH0007			Service Level 4	
1760REO2			1	Service Level 6	
TOUREUZ	- 4434413	VVVVII, TOT Clearwater	1, , , , , ,	25,1,05	

October-/	2028				The state of the s
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 1	
April-202	9				
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 13	
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 2	
60REZGB	3019259	3300 E. Rock Falls RD	Rt 30 & L	Service Level 2	
60REZGB	3019260	Dog Pound, 1701 Indust	Dog Pou	Service Level 2	
25REZG	3019261	2110 Industrial Park Rd	Rt 30 & I	Service Level 2	
50REOZJ	3019283	2002 Anixter Road Rock	Anixter R	Service Level 2	
50REOZJ	3019299	200 4Th & 24Th Street,	4th & 24t	Service Level 2	
25REZG	3019322	401 Centennial Park Ro	Centenni	Service Level 2	
25REZG	3019323	Community State Bank,	Rt 40 &	Service Level 2	
30CCL	33D7GMGH0007	<u> </u>	+	Service Level 2	
855	KTA115061	2600 RT 30 Rock Falls I		Service Level 2	
80REOZJF	SGM325T39	Fairview Lift Station, 400		Service Level 2	
1760REOZ	2292279	WWTP, 101 Clearwater	4	Service Level 7	
60REZGB	<u> </u>		<b> </b>	Service Level 7	
60REZGB		Dog Pound, 1701 Indust			
	3019261	2110 Industrial Park Rd		4	
50REOZJ		2002 Anixter Road Rock			
50REOZJ		200 4Th & 24Th Street,			
	3019322	401 Centennial Park Ro			
	3019323	Community State Bank,		Service Level 7	
	33D7GMGH0007	<del> </del>	<u> </u>	Service Level 7	
	KTA115061	2600 RT 30 Rock Falls I	14CW / 1(O	Service Level 7	
	SGM325T39	Fairview Lift Station, 400		Service Level 7	
		ranview Litt Otation, 400	L	OCIVICE LEVEL /	Administration of the control of the
October-2	2029				
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 1	
April-2030					
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 13	
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 2	
60REZGB	3019259	3300 E. Rock Falls RD	Rt 30 & L	Service Level 2	
60REZGB	3019260	Dog Pound, 1701 Indust	Dog Pou	Service Level 2	
25REZG	3019261	2110 Industrial Park Rd	Rt 30 & I	Service Level 2	
50REOZJ	3019283	2002 Anixter Road Rock	Anixter R	Service Level 2	
50REOZJ	3019299	200 4Th & 24Th Street,	4th & 24t	Service Level 2	
25REZG	3019322	401 Centennial Park Ro	Centenni	Service Level 2	
25REZG	3019323	Community State Bank,	Rt 40 &	Service Level 2	
30CCL	33D7GMGH0007	RT40 - RT88	New / Ko	Service Level 2	
855	KTA115061	2600 RT 30 Rock Falls I		Service Level 2	
80REOZJF	SGM325T39	Fairview Lift Station, 400		Service Level 2	
1760REOZ		WWTP, 101 Clearwater		Service Level 6-8	
October-2	030				
1760REOZ	2292279	WWTP, 101 Clearwater	WWTP	Service Level 1	
Altorfer Inc.	· · · · · · · · · · · · · · · · · · ·	11 11 1000 1000 1 1 1000 1000 1000 100	enders a desiral consistent	Service of Control Con	Page 3 of 3

Altorfer Inc.

Page 3 of 3

2550 6th St SW, Cedar Rapids, IA 52404 Phone: (319) 365-6500 FAX:



# **Emergency Expense Documentation**

Vendor Trojan Technologies

Date

Vendor Address	3020 Gore Road London, ON NSV 417 Canada
Vendor Phone	519-457-3400
Type of Expense:	Rebuild Equipment
Justification:	The wastewater treatment plant uses UV light to disinfect the effluent before it discharges to the Rock River. The UV light fixtures have a cleaning mechanism called wipers. Our UV unit currently has several failing wipers. Trojan recommended replacing 5 of the wipers and the attached invoice (\$15,114.45) includes the wipers and kits necessary to perform the replacement. The replacement will be performed by Piedmont Techincal Services at an hourly rate to be invoiced after the replair is complete.
Requested By:	Matt Trotter Approved By: Robbin Blackert/Rod Kleckler
Department Head	Signature  Signature  Signature  Signature  Signature
4/19/24	





TROJAN TECHNOLOGIES 3020 GORE ROAD LONDON, ON N5V 4T7 CANADA

T. 519-457-3400 www.trojantechnologies.com

Sold to

CITY OF ROCK FALLS WATER RECLAMATION 603 W. 10TH STREET Rock Falls IL 61071-1523 **UNITED STATES** 

Ship to

CITY OF ROCK FALLS WATER RECLAMATION **603 W. 10TH STREET** Rock Falls IL 61071-1523 **UNITED STATES** 

Customer Service Contact: tuvcustomerservice@trojantechnologies.com

Payment Terms

: 0% / 00 / 30 net

Internal Sales Rep

: Austin Folck

**Delivery Terms** Carrier/LSP

Customer No.

: 100002596

Reference Quote Date

: 03-26-2024

Quote Expiry Date : 04-25-2024

Project ine Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amoun
	5.00	2,462.75/	EA	2,462.75	0.00%	
10 326411				12,313.75	0.00	12,313.75
CYLINDER, WIPER UV	3+ GEN 2					
	1.00	114.10/	EΑ	114.10	0.00%	
20 FREIGHT				114.10	0.00	114.10
FREIGHT & HANDLING						
Freight Quote ID	8519					
	7.00	383.80/	EA	383.80	0.00%	
30 327122-010				2,686.60	0.00	2,686.60
SEAL KIT, UV3+07 CAN	010 BULK					
	Goods	15,000.35	Discount	0.00	Tax Amount	Total USD
	Costs	114.10	Subtotal	15,114.45	0.00	15,114.45

# THE CITY OF ROCK FALLS ELECTRIC DEPARTMENT BID TABULATION SHEET

Intake Rake Installation	Bids Taken at:	Electric Department		
	Date:	April 17, 2024		
	Tabulated by:	Dick Simon		
	Sheet No.	1 of 1		

Name of Bidder	J.F. Brennan	Helm	Tri-City				
DESCRIPTION:							
	\$240,800.00	No Bid	No Bid				
		-					
					-		

## **Bid Form**

## Rock Falls Hydroelectric Plant City Of Rock Falls

### **NEW INTAKE RAKER INSTALLATION**

Item #	Required	Unit Price	Qty	Totals
1.	Removal of Existing Rail System and Raker, including Disposal Costs	\$ 27,000.00	1	\$ 27,000.00
2	Installation of new Raker Rail System	\$ 107,000.00	1	\$ 107,000.00
3	Raker Assembly and Installation	\$ 37,000.00	1	\$ 37,000.00
4	Testing and Commissioning including As- Built Report	\$ 13,000.00	1	\$ 13,000.00
5	Mobilization(s)	\$ 55,000.00		\$ 55,000.00
6	Contingency	\$ 0.00	%	\$ 0.00
7	Contract Bond (10% of contract value)	\$ 1,800.00		\$ 1,800.00
	Other	\$ 0.00		\$ 0.00

Total Cost \$ 240,800.00



9735 Landmark Parkway Drive Suite 110A St. Louis, MO 63127

Dick Simon

April 12, 2024

Electric Director / City of Rock Falls

E: dsimon@rockfalls61071.com

P: 815.622,1145

Ref: Cost Proposal for Hydro Upgrades

Dear Dick,

Thank you again for coming to BHMG for a proposal on the engineering and design work on the Hydro Upgrades. The project scope is detailed in Appendix A and includes design considerations, submittal requirements, project contacts, roles/responsibilities, and clarifications.

### **High-Level Project Scope:**

 Upgrade of the hydro switchgear relays, owner's engineer and PM support for the Hydro control system, and Mechanical systems.

Table 1: Consultant Design Cost Proposal

Description	Hours	Cost		
Switchgear Relays Design	973	\$	145,900.00	
Switchgear Relay Settings and PM	538	\$	96,800.00	
Control System Owner's Engineer	394	\$	71,000.00	
Mechanical System Owner's Engineer	208	\$	37,500.00	
Project NTE Total	2,113	\$	351,200.00	

\*\*\*Note:

 Construction Management not included in above amount but available as T&E

BHMG will provide engineering and design services to support all work required by the project as stated in the following appendices:

Appendix A: Detailed Project Scope

BHMG appreciates this opportunity to provide Rock Falls with these services. Should any questions arise, please contact me at your convenience.

Sincerely.

Jason F. Jackson, P.E. Consulting Department Manager

Empowering teams that develop successful relationships for the future.