

City of Rock Falls

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

July 18, 2023
5:30 p.m.

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

Audience Requests

Rock Falls Police Department

Officer of the Year Presentation

Community Affairs

Rock Falls Chamber of Commerce, Sam Smith Interim Director

Consent Agenda:

1. Approval of the minutes of the July 3, 2023, City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinances 2nd Reading & Adoption:

1. Ordinance 2023-2611 - Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022). ☞
2. Ordinance 2023-2612 - Authorizing Entry into an Intergovernmental Agreement for a School Resource Officer (SRO) Program. ☞
3. Ordinance 2023-2613 - Amending Chapter 32, Article V of the Rock Falls Municipal Code Relating to Electric Utility Rates. ☞

City Administrator Robbin Blackert:

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 Works/Public Property Committee to allow the Street Superintendent to purchase a pickup truck for the Street Department in an amount not to exceed \$65,000.00
2. Recommendation from the Public Works/Public Property Committee to approve the purchase of a 2017 AZ 500B Asphalt Zipper with 38 hours from the City of Dixon, IL in the amount of \$70,000.00. ☞

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

Ward 2

Alderman Brian Snow – Building Code Committee Chairman/Utility Committee Vice Chairman

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

Adjournment

Next City Council Meeting – August 1, 2023, at 5:30 p.m.

Posted: July 14, 2023

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 July 3, 2023, 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, Dowd, Dornes, Arduini, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present.

Audience request:

None

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 June 20, 2023, City Council Meeting.
2. Approval of bills as presented.
3. Approval of Annual Raffle License for April House Children's Advocacy Center with waiver of the fidelity bond required per Section 16-1484.

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

Vote 7 aye, motion carried.

Resolutions:

1. Resolution 2023-902 – Resolution Disbanding Eagle Trail Committee.
A motion was made by Alderwoman McKanna to approve Resolution 2023-902 – Resolution Disbanding Eagle Trail Committee and second by Alderwoman Sobottka
Vote via voice, all approved, motion carried.
2. Resolution 2023-903 – Referring Consideration to Amend the City's Zoning Ordinance Relating to Minimum Ground Floor Area for Dwellings to the Planning and Zoning Commission
A motion was made by Alderman Snow to approve Resolution 2023-903 – Referring Consideration to Amend the City's Zoning Ordinance Relating to Minimum Ground Floor Area for Dwellings to the Planning and Zoning Commission and second by Alderman Wangelin.
Vote via voice, all approved, motion carried.

Ordinance 1st Reading:

1. Ordinance 2023-2611 – Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022).
A motion was made by Alderman Snow to approve the first reading of Ordinance 2023-2611 – Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022) and second by Alderman Dowd.
Vote 7 aye, motion carried.

2. Ordinance 2023-2612 – Authorizing Entry into an Intergovernmental Agreement for a School Resource Officer (SRO) Program.
A motion was made by Alderwoman Sobottka to approve the first reading of Ordinance 2023-2612 – Authorizing Entry into an Intergovernmental Agreement for a School Resource Officer (SRO) Program and second by Alderwoman McKanna.
Vote 7 aye, motion carried.
3. Ordinance 2023-2613 – Amending Chapter 32, Article V of the Rock Falls Municipal Code Relating to Electric Utility Rates.
A motion was made by Alderman Wangelin to approve the first reading of Ordinance 2023-2613 – Amending Chapter 32, Article V of the Rock Falls Municipal Code Relating to Electric Utility Rates and second by Alderman Dowd.
Vote 7 aye, motion carried.

City Administrator:

None

City Attorney:

None

City Departments:

None

Alderman Reports / Committee Chairman Requests

A motion was made by Alderman Wangelin to approve the request from the Tourism Committee to purchase the Inner Light Sculpture in the amount of \$10,000.00 and second by Alderman Snow.

Vote 7 aye, motion carried.

Recommendation from the Finance/Insurance/Investment Committee to review the proposal from Municipal Solutions LLC and have the City Attorney draft a contract.

Discussion by all City Council members and Mayor Kleckler.

This recommendation failed to receive a motion.

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve the proposal for Phase 1, Well No. 2 Pump Removal, video Survey and Inspection from Layne, 721 W. Illinois Avenue, Aurora, IL in the amount of \$18,245.00 and second by Alderwoman Sobottka.

Vote 7 aye, motion carried.

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve the request from Willett, Hofmann & Associates, 809 E. 2nd Street, Dixon, IL 61021 for coverage of construction engineering on Phase 1 Water Project in the amount of \$18,200.22 and second by Alderman Dowd.

Vote 7 aye, motion carried.

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve the proposal for Centennial Drainage Ditch Clean Up with Behren's Trucking, 2608 Prophet Road, Rock Falls, IL in the amount of \$18,960.00 and second by Alderman Wangelin.

Vote 7 aye, motion carried.

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve the contract with Cloudpoint Geospatial, P.O. Box 1017, Roanoke, IL for Integration of RedZone Sewer Inspection Data GIS Integration in the amount of \$16,500.00 and second by Alderwoman Sobottka.

Vote 7 aye, motion carried.

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve the Letter Amendment for Indefeasible Right of Use Agreement by and between the City of Rock Falls and Surf Air Wireless, LLC and second by Alderman Dowd.

Vote 7 aye, motion carried.

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve the Letter Amendment for Right of Way Use Agreement for Broadband Internet by the and between the City of Rock Falls and Surf Air Wireless, LLC and second by Alderman Wangelin.

Vote 7 aye, motion carried.

Alderman Snow congratulated Rock Falls Tourism on a very well attended event at the RB&W park last Friday, and everyone have a Happy and Safe 4th of July.

Alderwoman Sobottka wished everyone a Happy and Safe 4th of July and reminded everyone of the burn ban still in effect.

Mayor's Report:

None

A motion was made by Alderwoman Sobottka to move to Executive Session of the City Council meeting and second by Alderwoman McKanna (6:00 pm)

Vote 7 aye, motion carried.

Returned to regular City Council meeting (6:06 pm)

Action taken from Executive Session:

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

A motion was made by Alderman Snow to recommend the hiring of R. Delgado for the Street Department and second by Alderman Wangelin.

Vote via voice, all approved, motion carried.

2. Section 2(c)(21) – Review of Closed Session Minutes

A motion was made by Alderwoman Sobottka to keep Executive Session Minutes closed and second by Alderwoman McKanna.

Vote 7 aye, motion carried.

A motion was made by Alderwoman Sobottka to adjourn the City Council meeting and second by Alderwoman McKanna.

Vote via voice, all approved, motion carried (6:09 pm)

Pamela Martinez

Pamela Martinez, City Clerk

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

07/18/2023 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	\$16,486.55
Worker's Comp/General Liability	\$3,366.00
General Fund	\$122,005.42
Tax Increment Financing	\$150.00
Electric	\$600,222.91
Sewer	\$49,763.54
Water	\$22,833.77
Garbage	\$45,873.25
Customer Service Center	\$13,564.00
DUI Fund	\$85.38
Drug Fund	\$32.80
Motor Fuel Tax	\$12,947.30
Customer Utility Deposits	\$564.22
	<hr/> <hr/>
	\$887,895.14

Alderman Wangelin
Alderman Palmer
Alderman Dornes
Alderman Arduini

DATE: 07/06/23
TIME: 14:12:53
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/07/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	1,741.00	599.00
176	PETTY CASH	88.90	19.99
2796	U.S. CELLULAR	1,184.56	103.39
5161	HUGHES MEDIA CORP	1,590.00	795.00
5314	LINK MEDIA OUTDOOR	4,224.00	1,612.00
	TOURISM		3,129.38
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
4941	MUNICIPAL INSUR COOP AGENCY	516,214.00	3,366.00
	W/C-GENERAL LIABILITY		3,366.00
GENERAL FUND			
01	ADMINISTRATION		
4302	OPTIMIST CLUB OF ROCK FALLS		20.00
4331	CIRCUIT CLERK OF LEE COUNTY	300.00	100.00
4861	CIRCUIT CLERK OF WHITESIDE CO	300.00	1,000.00
753	ROCK FALLS CHAMBER OF COMMERCE	1,000.00	500.00
795	SBM BUSINESS EQUIPMENT CENTER	761.34	20.00
	ADMINISTRATION		1,640.00
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	200.00	100.00
795	SBM BUSINESS EQUIPMENT CENTER	761.34	20.00
	CITY ADMINISTRATOR		120.00
04	BUILDING		
176	PETTY CASH	88.90	7.56
2797	MARK SEARING	80.00	40.00
	BUILDING		47.56

INVOICES DUE ON/BEFORE 07/07/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
5308	LEAF	1,573.21	92.71
	CITY CLERK'S OFFICE		92.71
06	POLICE		
1448	IL DEPT OF INNOVATION &	796.86	398.43
176	PETTY CASH	88.90	54.55
2451	MENARDS	2,374.62	34.99
5360	AMAZON CAPITAL SERVICES	1,667.14	463.31
	POLICE		951.28
07	CODE HEARING DEPARTMENT		
4931	DACRA ADJUDICATION SYSTEM	2,100.00	1,150.00
T0005626	CHARLES POPEJOY		100.00
	CODE HEARING DEPARTMENT		1,250.00
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	419,884.49	33,189.05
194	GRUMMERT'S HARDWARE - R.F.	1,539.51	24.80
2718	TOM ROWZEE		366.00
4207	O'REILLY AUTOMOTIVE INC	1,171.61	115.09
5329	BF ENGINEERING PLLC	1,755.00	45.00
86	BEHRZ BLOOMZ		117.45
	STREET		33,857.39
12	PUBLIC PROPERTY		
219	CRESCENT ELECTRIC		27.06
364	GRUMMERTS HARDWARE - STERLING	198.01	63.99
533	LECTRONICS, INC.	1,190.00	50.00
	PUBLIC PROPERTY		141.05

INVOICES DUE ON/BEFORE 07/07/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
2747	KEN WOLF	80.00	40.00
	FIRE		40.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1255	VERMEER SALES & SERVICE OF		605.56
1604	NEW PIG CORPORATION		534.50
194	GRUMMERT'S HARDWARE - R.F.	1,539.51	6.29
2187	BORDER STATES INDUSTRIES INC		97.77
2451	MENARDS	2,374.62	4.23
2557	ASPLUNDH TREE EXPERT CO.	32,671.20	11,865.40
283	ANIXTER INC	1,300.00	1,381.25
3129	CMA/FLODYNE/HYDRADYNE	2,306.11	170.03
395	HILLS ELECTRIC MOTOR SERVICE	1,636.52	876.88
4215	POWER LINE SUPPLY	25,732.67	10,472.52
4620	TRI-COUNTY OPP COUNCIL	671.87	89.50
4795	WESTWOOD MACHINE & TOOL CO		1,316.13
4938	MICHLIG ENERGY LTD	13,833.25	12,990.13
5299	GREAT WESTERN SUPPLY CO	241.32	206.13
533	ELECTRONICS, INC.	1,190.00	149.00
5332	TYNDALE	2,000.95	164.90
5360	AMAZON CAPITAL SERVICES	1,667.14	259.99
5373	TURBINE PROS LLC	380,967.17	41,021.11
5378	STELLAR INDUSTRIES INC		766.90
5384	D R O'DONNELL INC		1,717.20
795	SBM BUSINESS EQUIPMENT CENTER	761.34	66.00
	OPERATION & MAINTENANCE		84,761.42
SEWER FUND			
38	OPERATION & MAINTENANCE		
176	PETTY CASH	88.90	2.69
194	GRUMMERT'S HARDWARE - R.F.	1,539.51	6.29
5329	BF ENGINEERING PLLC	1,755.00	22.50
533	ELECTRONICS, INC.	1,190.00	78.00
5360	AMAZON CAPITAL SERVICES	1,667.14	94.87
	OPERATION & MAINTENANCE		204.35

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/07/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
1023	WILLETT, HOFMANN & ASSOCIATES	419,884.49	12,857.30
5329	BF ENGINEERING PLLC	1,755.00	90.00
	MOTOR FUEL TAX		12,947.30
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0000013	JOHN & STEPHANIE SOTELO		63.24
T0000014	SHIRLEY FARNHAM		269.69
T0003121	DANA HERMES		231.29
	CUSTOMER UTILITY DEPOSITS		564.22
	TOTAL ALL DEPARTMENTS		164,363.53

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/14/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5231	KWQC		525.00
5235	WRCV-FM	490.00	448.00
5253	WEX BANK	21,549.34	68.26
T0004927	MICHAEL YOUNG		10,000.00
T0005138	KYLE J MORGAN	474.91	450.91
T0005449	815 PORTA POTTY		1,365.00
T0005776	WIFR	100.00	500.00
	TOURISM		13,357.17
GENERAL FUND			
04	BUILDING		
5253	WEX BANK	21,549.34	236.61
	BUILDING		236.61
05	CITY CLERK'S OFFICE		
689	PITNEY BOWES GLOBAL		273.48
	CITY CLERK'S OFFICE		273.48
06	POLICE		
1052	SAUK VALLEY MEDIA	2,340.00	499.00
1289	CITY OF ROCK FALLS UTILITIES	91,581.72	1,029.76
4368	JEREMY VONDRA		274.12
4508	LEXISNEXIS RISK DATA MGT LLC	66.00	30.50
4827	KELLEY WILLIAMSON COMPANY	2,330.16	56.91
5253	WEX BANK	21,549.34	3,648.48
5308	LEAF	1,665.92	278.87
533	ELECTRONICS, INC.	1,467.00	318.00
829	SELF HELP ENTERPRISE	1,218.00	121.00
T0005357	TAX-EXEMPT LEASING CORP		67,144.99
	POLICE		73,401.63
07	CODE HEARING DEPARTMENT		

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/14/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
07	CODE HEARING DEPARTMENT		
T0000015	JOSUE D BERLANGA		180.00
	CODE HEARING DEPARTMENT		180.00
10	STREET		
1279	WILCO RENTAL	1,655.99	256.44
1289	CITY OF ROCK FALLS UTILITIES	91,581.72	516.04
194	GRUMMERT'S HARDWARE - R.F.	1,736.15	61.83
2451	MENARDS	2,413.84	21.98
2611	FISCH MOTORS INC		204.00
4207	O'REILLY AUTOMOTIVE INC	1,286.70	141.50
4827	KELLEY WILLIAMSON COMPANY	2,330.16	468.23
5253	WEX BANK	21,549.34	500.03
651	NICOR	6,999.47	203.05
852	S.J. SMITH CO INC	924.87	271.25
884	STERLING STEEL WAREHOUSE INC	706.00	25.00
T0000017	COLLIN NEWMAN		84.31
	STREET		2,753.66
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	91,581.72	3,373.14
2451	MENARDS	2,413.84	33.96
651	NICOR	6,999.47	52.37
	PUBLIC PROPERTY		3,459.47
13	FIRE		
1224	AIRGAS USA LLC	254.12	81.69
1289	CITY OF ROCK FALLS UTILITIES	91,581.72	1,029.76
194	GRUMMERT'S HARDWARE - R.F.	1,736.15	17.09
4207	O'REILLY AUTOMOTIVE INC	1,286.70	112.84
423	AT&T	152.23	77.96
4664	STAPLES ADVANTAGE		57.10
4950	BOSTON LEATHER INC		36.96
4981	AT&T MOBILITY	402.33	200.67
5253	WEX BANK	21,549.34	1,454.73
5308	LEAF	1,665.92	92.71

INVOICES DUE ON/BEFORE 07/14/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
5360	AMAZON CAPITAL SERVICES	2,507.30	161.80
5374	CAMERON GONZALEZ	464.16	72.63
T0005238	FIRE EQUIPMENT PREVENTATIVE		164.64
	FIRE		3,560.58
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
T0000018	JORDAN MOELLER		150.00
	DOWNTOWN REDEVELOPMENT		150.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	2,340.00	455.00
1289	CITY OF ROCK FALLS UTILITIES	91,581.72	8,777.50
1449	QUALITY READY MIX	11,308.35	396.00
194	GRUMMERT'S HARDWARE - R.F.	1,736.15	20.21
34	ALTORFER INC.	6,715.73	225.31
437	ILLINOIS MUNICIPAL ELECTRIC	518,632.46	498,992.59
4827	KELLEY WILLIAMSON COMPANY	2,330.16	170.55
5008	POWER SYSTEM ENGINEERING INC	4,599.50	2,035.00
5135	BUNTJER BROS INC	3,387.50	300.00
5253	WEX BANK	21,549.34	2,243.02
651	NICOR	6,999.47	175.18
964	UUSCO	9,618.00	680.00
T0000016	CARMELLA MCNEILL		57.54
T0004455	ROCK RIVER CARTAGE INC	3,088.21	933.59
	OPERATION & MAINTENANCE		515,461.49
SEWER FUND			
38	OPERATION & MAINTENANCE		
1258	REPUBLIC SERVICES #721	94,956.35	4,650.00
1289	CITY OF ROCK FALLS UTILITIES	91,581.72	21,023.61
1449	QUALITY READY MIX	11,308.35	396.00
194	GRUMMERT'S HARDWARE - R.F.	1,736.15	11.50
2212	ALLIANCE MATERIALS INC	563.63	130.52

INVOICES DUE ON/BEFORE 07/14/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
2517	WM CORPORATE SERVICES INC	9,414.15	2,997.96
2611	FISCH MOTORS INC		128.00
350	GISI BROS INC	2,250.76	328.33
4045	SCADAWARE, INC.	1,093.75	2,652.04
4136	ILLINOIS EPA		15,000.00
4207	O'REILLY AUTOMOTIVE INC	1,286.70	109.73
5253	WEX BANK	21,549.34	1,818.67
651	NICOR	6,999.47	312.83
	OPERATION & MAINTENANCE		49,559.19
WATER FUND			
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	254.12	145.65
1289	CITY OF ROCK FALLS UTILITIES	91,581.72	6,933.67
1449	QUALITY READY MIX	11,308.35	534.00
2212	ALLIANCE MATERIALS INC	563.63	781.84
4361	FERGUSON WATERWORKS #2516	28,316.03	2,011.10
4478	STERLING FENCE - GARAGE		55.00
4827	KELLEY WILLIAMSON COMPANY	2,330.16	910.34
5060	SAUK VALLEY PEST CONTROL INC		560.00
5171	FERGUSON ENTERPRISES LLC	3,040.31	221.29
5253	WEX BANK	21,549.34	1,185.50
651	NICOR	6,999.47	164.13
884	STERLING STEEL WAREHOUSE INC	706.00	391.00
T0005121	DORNER COMPANY		713.75
	OPERATION & MAINTENANCE		14,607.27
GARBAGE FUND			
50	GARBAGE		
1258	REPUBLIC SERVICES #721	94,956.35	45,873.25
	GARBAGE		45,873.25
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1493	WILLIAM & MARY COMPUTER CENTER	15,334.66	599.00

DATE: 07/13/23
TIME: 12:32:31
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/14/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5366	GILA LLC	782.00	48.00
	CUSTOMER SERVICE CENTER		647.00
DRUG FUND			
56	DRUG ABUSE		
4981	AT&T MOBILITY	402.33	10.81
	DRUG ABUSE		10.81
TOTAL ALL DEPARTMENTS			723,531.61

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2611

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX
ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls,
Illinois, this _____ day of _____, 2023.

ORDINANCE NO. 2023-2611

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in

any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor/President

ATTEST:

Clerk/Secretary

MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-ORDINANCE-2022

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk
of the _____,
_____ County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Ordinance entitled:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

which Ordinance was duly adopted by said Council/Board at a meeting held on the ____
day of _____, 20__.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the Illinois
Open Meetings Act and its own policies, rules or regulations concerning the holdings of
meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of
_____, 20__.

Secretary/Clerk



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
 - B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2612

**AN ORDINANCE AUTHORIZING ENTRY INTO AN
INTERGOVERNMENTAL AGREEMENT FOR A
SCHOOL RESOURCE OFFICER (SRO) PROGRAM**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls,
Illinois, this _____ day of _____, 2023.

ORDINANCE NO. 2023- 2612

**AN ORDINANCE AUTHORIZING ENTRY
INTO AN INTERGOVERNMENTAL
AGREEMENT FOR A SCHOOL RESOURCE
OFFICER (SRO) PROGRAM**

WHEREAS, the City of Rock Falls is a municipality located in Whiteside County, Illinois; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1 entitled the "Intergovernmental Cooperation Act," (the "Act") provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the City of Rock Falls, the Board of Education of Rock Falls Township High School District #301, and the Board of Education of Rock Falls Elementary District #13 have reviewed and considered the needs of each respective District, as well as availability of resources by the City, and desire to enter into an intergovernmental agreement for a School Resource Officer ("SRO") program; and

WHEREAS, the corporate authorities have discussed and considered the Agreement a copy of which is attached as Exhibit A; and

WHEREAS, the corporate authorities have determined that it is in the public interest to execute the Agreement.

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

Section 1: The statements contained in the preamble paragraphs of this Ordinance are declared to be true and accurate and are incorporated herein.

Section 2: The form of Intergovernmental Agreement, in substantially the same format attached hereto as Exhibit A and as heretofore presented to the City Council, is approved.

Section 3: The City Administrator and City Clerk are authorized to execute the Intergovernmental Agreement with the Board of Education of Rock Falls Township High School District #301 and the Board of Education of Rock Falls Elementary District #13, said

agreement to be in substantially the form as attached hereto as Exhibit A.

Section 4: This Ordinance shall be effective upon its adoption and approval by the City Council, and the City Clerk is authorized to provide a certified copy hereof to the corporate authorities of the City of Sterling and County of Whiteside.

Section 5: All Ordinances and parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Passed by the Mayor and City Council of the City of Rock Falls on the _____ day of _____, 2023.

Mayor

Attest:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF ROCK FALLS HIGH SCHOOL DISTRICT NO. 301,
THE BOARD OF EDUCATION OF ROCK FALLS ELEMENTARY DISTRICT NO. 13
AND
THE CITY OF ROCK FALLS
FOR A SCHOOL RESOURCE OFFICER SRO PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT, made by and between the Board of Education of Rock Falls High School District No. 301, Whiteside County, Illinois (“District No. 301”), the Board of Education of Rock Falls Elementary District No. 13 (“District No. 13”) and the City of Rock Falls, an Illinois Municipal Corporation (“City”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, District No. 301 operates Rock Falls Township High School, located at 101 12th Avenue, Rock Falls, Illinois 61071, and District No. 13 operates Rock Falls Middle School located at 1701 12th Avenue, Rock Falls, Illinois 61071, Merrill Elementary School at 600 4th Avenue, Rock Falls, Illinois 61071 and Dillon Elementary School at 1901 8th Avenue, Rock Falls, Illinois 61071, all of which are situated within the City’s jurisdiction; and

WHEREAS, the City operates the Rock Falls Police Department (“Police Department”), which provides police services within the City’s jurisdiction; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), provide that units of local government and school districts may contract with one another to perform any activity not prohibited by law; and

WHEREAS, the City and the Boards are public agencies pursuant to Section 2, subsection (1) of the Intergovernmental Cooperation Act, (5 ILCS 220/2); and

WHEREAS, the Boards desire the services of a City police officer to perform the duties of a School Resource Officer (“SRO”) at the Schools; and

WHEREAS, the City and the Boards have determined it to be in the best interests of all Parties to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Term.** This Agreement shall commence on _____, 2023, and shall continue in full effect for a period of two (2) years, until _____, 2025, unless

sooner terminated as provided herein. Districts or the City may terminate this Agreement prior to its expiration for convenience by providing at least sixty (60) days' advance written notice to the other parties of its intent to terminate.

3. **Assignment and Selection of the SRO.** The City shall have sole authority to assign the police officer who will act as the SRO at the Schools. The Chief of Police (or her/his designee) will designate the police officer who will serve as the SRO. At any time during the term of this Agreement, the City reserves in its sole discretion the right to replace or temporarily substitute the SRO with another police officer who qualifies as an SRO.

4. **Employment of the SRO.** The SRO shall remain an employee of the City and shall be at all times subject to the administration, supervision, and control of the City, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The City shall at all times be considered the SRO's employer and the City shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the City. The City is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The SRO shall be covered by the City's worker's compensation insurance.

Because the SRO is an employee of the City, the City, in its sole discretion, shall have the power and authority to hire, direct discharge and discipline the SRO.

5. **Compensation.** The Boards agree to pay the City the costs at the rates set forth on Appendix A hereto. On a monthly basis, the City shall send to each District an invoice for the amount owed for the prior month (e.g. 75% to District 301; 25% to District 13), which invoice shall provide the amounts due in detail. The Districts shall pay the amounts due in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). The Districts shall also supply, as Appendix B to this Agreement, a schedule of extracurricular events prior to the beginning of school year 2023-2024 for which the Districts request the presence of the SRO.

6. **SRO Work Schedule.** While on-duty at the School and serving in the capacity as SRO, the SRO shall wear his/her Police Department issued uniform and provide services at the Schools on a per-week, part-time basis. Any adjustment to the SRO's schedule shall be subject to the agreement of the City and the Districts.

7. **Copy of Agreement.** The City shall provide each SRO with a copy of this Agreement, including Exhibit B, and shall require the SRO to provide a signed acknowledgement that he/she has received and reviewed this Agreement. Upon request, the City shall provide the Districts with a copy of said signed acknowledgement.

8. **Program Review.** The Parties acknowledge that the inception of the SRO Program for the 2023-2024 school year, and its operation during that term, may result in need for certain amendments, modification, or other changes to the SRO Program as a result of that experience, and the parties hereby agree that they will cooperate with one another in good faith in the event such modifications, amendments, or changes become needful or appropriate for the

SRO Program. The City shall cooperate with the Districts to prepare a report for the Boards' review upon request.

9. Compliance with Board Policies and Procedure; Discipline.

a. The SRO shall comply with applicable Board policies in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties, provided that copies of such policies have been provided to the SRO in advance and do not conflict with the SRO's duties as a sworn police officer or with this Agreement.

b. If, at any time while on duty at a facility of either District, the SRO should commit any act or engage in any conduct which the District believes contravenes policy or law and for which discipline of the offending SRO is appropriate, the District shall refer the matter to the City, and the City agrees that it will initiate such disciplinary proceedings, in accordance with its established personnel handbook and the applicable collective bargaining agreement for the unit of which the SRO is a member, and diligently prosecute such proceeding, but provided that any final resolution of the proceeding shall be within the control and discretion of the City.

10. Compliance with Laws. The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder.

11. Access to Records.

a. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by either District's employees or students shall be the property of the respective District. The Parties agree to comply with all state and federal laws, including, but not limited to, the Illinois School Student Records Act (105 ILCS 10/1 et seq.), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any person or entity who is not a party to this Agreement without the applicable District's consent or as otherwise permitted or required by law. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

b. City Records. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement shall be the property of the City and may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute student records.

12. Insurance. Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's

execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency or through the Party's self-insurance. Each Party shall name the other parties as Indemnitees (as defined in Section 13) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party's Indemnitees.

13. Mutual Indemnification. The Districts shall indemnify and hold the City and its officers, agents, and employees ("City Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent acts or omissions of the Districts and their employees related to this Agreement, subject, however, to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or otherwise provided by law.

The City shall indemnify, defend and hold the Districts, their individual Board members, agents, and employees ("District Indemnitees") harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent act or omission by the SRO, or breach of this Agreement, subject, however, to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or otherwise provided by law.

14. Notices. Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the Boards:

Board of Education of Rock Falls High School District No. 301
101 12th Avenue
Rock Falls, IL 61071

Board of Education of Rock Falls Elementary School District. 13
602 4th Avenue
Rock Falls, IL 61071

To the City:

City of Rock Falls Police Department
ATTN: Chief of Police
1013 7th Avenue
Rock Falls, IL 61071

With a copy to:

City Administrator
603 W. 10th Street
Rock Falls, IL 61071

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, overnight delivery with proof of delivery, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the day of deposit; all other notices shall be effective when delivered.

15. **Complete Understanding and Amendments.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

16. **Successors and Assigns.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

17. **Governing Law.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

18. **Authority to Execute.** Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement, and that the same has been duly approved and/or adopted by the governing board of the entity at a duly convened public meeting. This Agreement shall be binding only when adopted and/or approved by the governing body of each party hereto.

19. **Waiver.** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year first written above.

CITY OF ROCK FALLS, an Illinois
municipal corporation

BOARD OF EDUCATION OF ROCK
FALLS HIGH SCHOOL DISTRICT
NO. 301

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

Dated: _____

ATTEST:
By: _____
Its: City Clerk

ATTEST:
By: _____
Its: Secretary

Dated: _____

Dated: _____

BOARD OF EDUCATION OF ROCK
FALLS ELEMENTARY DISTRICT
NO. 13

By: _____

Its: _____

Dated: _____

ATTEST:
By: _____

Its: Secretary

Dated: _____

Appendix A

Date prepared: 6/19/23
Ethan Riley

Wages with benefits		City costs
Annual Salary		69,803.47
Medicare	0.0145	1,012.15
Monthly Life Insurance	0.7	8.40
City Cost Employee only Health	819.63	9,835.56
Dental	23.47	281.64
W/C per 100.00	1.9200	1,340.22
Pension	0.4700	32,807.63
Uniforms		675.00
Annual Cost		115,764.07

APPENDIX B (2023-2024)

RFHS Dates:

August 9, 2023 – Freshmen Parent Orientation Night
August 16, 2023 – Freshmen Orientation/Teacher's Institute
September 2, 2023 – Home Football
September 22, 2023 – Home Football
September 23, 2023 – Homecoming Dance
September 29, 2023 – Home Football
October 20, 2023 – Home Football
November 28, 2023 – Home Basketball vs. Sterling
TBD (January 2024) – Winter Formal Dance
TBD (March 2024) – Levi Leap Dance
May 11, 2024 – Prom & After Prom
May 26, 2024 – Graduation
Other TBD

RFMS Dates:

August 14, 2023 – 6th Grade Orientation (5:30-7:00 p.m.)
August 15, 2023 – 7th/8th Grade Orientation (6:00-7:00 p.m.)
May 20, 2024 – 8th Grade Promotion (7:00-9:00 p.m.)
Other TBD

Exhibit A
(Compensation / Rates)

{NEEDS INSERTED}

Exhibit B
(Schedule of Extracurricular Events)

{NEEDS INSERTED}

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2613

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO ELECTRIC UTILITY RATES**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2023.

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO ELECTRIC UTILITY RATES**

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

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

WHEREAS, the City conducted a rate study of the monthly rates charged to customers of the City’s electrical utility; and

WHEREAS, after careful consideration, the Mayor and City Council (collectively, the “Corporate Authorities”) have determined it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to electric utility rates charged by the City to its customers, all as more specifically set forth herein.

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

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

SECTION 2: Chapter 32, Article V, Section 32-376(b) and (d) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-376. – Monthly rates, rate R (residential).

...

- (b) The amounts set forth in the following table shall constitute the charges, respectively, for KWH, PS, DC, and CCR, to be applied in accordance with the formula set forth in paragraph (a)(2) of this section, and shall apply effective as of the dates specified in the table, and shall be effective and applied on all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$16.40	\$16.70	\$17.00	\$17.30	\$17.30	\$17.30
KWh	\$0.1402	\$0.1398	\$0.1411	\$0.1423	\$0.1441	\$0.1459
Power Supply (PS)	\$0.0985	\$0.0985	\$0.0985	\$0.0985	\$0.0985	\$0.0985
Distribution Cost (DC)	\$0.0417	\$0.0413	\$0.0426	\$0.0438	\$0.0456	\$0.0474
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

...

- (d) The rates applicable to the periods set forth in the tables contained within this section 32-376 shall be effective and commence as of August 1, 2023.”

SECTION 3: Chapter 32, Article V, Section 32-402(b) and (e) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-402. – Monthly rates, rate C (commercial).

...

- (b) The amounts set forth in the following table shall constitute the charges, respectively, for KWH, PS, DC, and CCR, to be applied in accordance with the formula set forth in paragraph (a)(2) of this section, and shall apply effective as of the dates specified in the table, and shall be effective and applied on all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$32.85	\$32.85	\$32.85	\$32.85	\$32.85	\$32.85
KWh	\$0.1630	\$0.1630	\$0.1648	\$0.1667	\$0.1687	\$0.1705

Power Supply (PS)	\$0.1131	\$0.1131	\$0.1131	\$0.1131	\$0.1131	\$0.1131
Distribution Cost (DC)	\$0.0499	\$0.0449	\$0.0517	\$0.0536	\$0.0556	\$0.0574
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

...

- (e) The rates applicable to the periods set forth in the tables contained within this section 32-402 shall be effective and commence as of August 1, 2023.”

SECTION 4: Chapter 32, Article V, Section 32-424(b) and (d) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“**Sec. 32-424. – Monthly rate, rate GS.**

...

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

	Through 4-30-2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$75.50	\$75.50	\$75.50	\$75.50	\$75.50	\$75.50
Demand (DE)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
KWh	\$0.0826	\$0.0826	\$0.0840	\$0.0855	\$0.0869	\$0.0884
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

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

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Power Supply Demand (DE)	\$12.54	\$12.54	\$12.54	\$12.54	\$12.54	\$12.54
Distribution Cost Demand (DDC)	\$6.46	\$6.46	\$6.46	\$6.46	\$6.46	\$6.46

...

- (d) The rates applicable to the periods set forth in the tables contained within this section 32-424 shall be effective and commence as of August 1, 2023.”

SECTION 5: Chapter 32, Article V, Section 32-435(c)(4) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

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

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$20.75	\$20.75	\$20.75	\$20.75	\$20.75	\$20.75
KWh Off- Peak (KWh)	\$0.1070	\$0.1070	\$0.1084	\$0.1099	\$0.1114	\$0.1129
Power Supply (PS)	\$0.0792	\$0.0792	\$0.0792	\$0.0792	\$0.0792	\$0.0792
Distribution Cost (DC)	\$0.0278	\$0.0278	\$0.0292	\$0.0307	\$0.0322	\$0.0337

CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070
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“

SECTION 6: Chapter 32, Article V, Section 32-435(e) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

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

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$20.75	\$20.75	\$20.75	\$20.75	\$20.75	\$20.75
KWh On-Peak (KWh)	\$0.1490	\$0.1490	\$0.1504	\$0.1519	\$0.1534	\$0.1549
Power Supply (PS)	\$0.1212	\$0.1212	\$0.1212	\$0.1212	\$0.1212	\$0.1212
Distribution Cost (DC)	\$0.0278	\$0.0278	\$0.0292	\$0.0307	\$0.0322	\$0.0337
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

“

SECTION 7: Chapter 32, Article V, Section 32-435(g) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“(g) The rates applicable to the periods set forth in the tables contained within this section 32-435 shall be effective and commence as of August 1, 2023.”

SECTION 8: Chapter 32, Article V, Section 32-436(b) and (c) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“(b) Security lights to be installed pursuant to this section shall be high pressure sodium, or such other type as may, from time to time be determined advisable by the electric utility department and shall be available in two rated wattages of 100

watts or 250 watts. Billing cycle charges applicable to security lights installed shall be a flat rate per billing cycle, and shall be in accordance with the following table, which shall apply effective as of the dates specified therein for all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the security light shall have first been installed.

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
100 watt HPS	\$10.75	\$10.75	\$10.85	\$10.95	\$11.05	\$11.15
250 watt HPS	\$12.80	\$12.80	\$12.95	\$13.10	\$13.25	\$13.40

(c) The rates applicable to the periods set forth in the tables contained within this section 32-436 shall be effective and commence as of August 1, 2023.”

SECTION 9: In all other respects, Chapter 32, Article V of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 10: The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

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

SECTION 12: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

AYE

NAY

Asphalt Zipper®

AZ-500B FEATURES



Asphalt Zipper® Model AZ-500B

The AZ-500B harnesses the power and productivity of much larger reclaimers into a portable and affordable attachment, turning your loader into a high-powered reclamation machine. Powered by a 173HP John Deere (Tier 3) Turbo Diesel with an impressive 527 ft lb of torque that will pulverize up to 12 inch thick asphalt. Active-hydraulic depth control, bucket locks and top hatch make it easy to use and maintain. Computer engineered cutter heads with replaceable bullet-head carbide tipped cutting teeth produce pulverized material with exceptional gradation that can be reused as road-base or backfill. World class engineering and innovation combined with a state of the art manufacturing process ensure years of reliable performance. Street patches, full road repairs, base stabilization and opening utility trenches in asphalt are just a few of its many uses. The AZ-500B transports easily on its own trailer behind a one ton pickup truck. Connects and disconnects to the bucket of your loader in just minutes. Simply said, Asphalt Zipper's award winning attachments make full-depth reclamation easy and affordable.



173 hp Tier 3 John Deere Turbo Diesel delivers more torque to the cutter head.



Magnum Duty Case-Hardened planetary gear box for long service life.



Pulverizes asphalt into reusable material ideal for roadbase or backfill.



Top Opening Bit Hatch opens hydraulically for easy and safe bit inspection and replacement.



Active Hydraulic Depth Control for accurate and easy depth adjustment.



Patented Hydraulic Bucket Locks and Zip'n Go Quick-Connect Bucket Slot helps you connect and disconnect in minutes.



Transports On Its Own Tandem Axle Trailer behind a one ton pickup truck.



Computer Engineered Cutter Head with replaceable bullet head, carbide-tipped cutting teeth.

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Asphalt Zipper®

AZ-500B
SPECIFICATIONS

AZ-500B Magnum-Powered Reclamation Attachment for Loaders



Engine

173 hp, Tier 3, Electronic Intercooled, John Deere Turbo Charged Diesel Engine

Planetary

Magnum Duty Brevini® Planetary

Torque

527 Foot Pounds

Cutter Depth

Up to 12"

Cutter Width

48"
(36", 30", 24" optional)

Cutting Speed

4000 Sq. Ft. per Hour*

Weight

Approximately 8,100 lbs**

Transport

Tandem Axle Trailer
Tows Behind One Ton Pickups

Mounting

On Loader Bucket

Cutting Teeth

Bullet-Head, Carbide Tipped

Depth Control

Active Hydraulic

Additional Features

- Top-Opening Bit Hatch
- Pressurized Belt Tensioning
- Hydraulic Bucket Clamps

*Based on average asphalt thickness up to 5-6" thick. Actual results may vary depending on asphalt hardness, temperature, oil content, age, desired grind, etc.
**With standard 48" cutter head installed

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Asphalt Zipper® reserves the right to change specifications at any time. U.S. Patent No. 7036252, 7066555, 7144087. Other U.S. and Canadian patents pending