

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin Blackert
815-564-1366



City Clerk
815-622-1100
Ext. 4

City Treasurer
Kay Abner
815-622-1100

Rock Falls City Council Agenda

November 3, 2020
6:30 p.m.

Governor Pritzker's Executive Orders No. 2020-07 and No. 2020-18, suspends the in-person attendance requirement for members of the public body and allows for remote participation. In light of the current COVID-19 public health emergency and the prohibition of public gatherings of 10 or more, the City Council has chosen to conduct the City Council Meeting remotely.

If you would like to listen to the meeting, please go to [https://zoom.us/j/916 6003 4974](https://zoom.us/j/91660034974), and enter the webinar passcode 123456.

To submit questions or comments for the Audience Request portion of the meeting:

Submit your questions to meeting@rockfalls61071.com prior to November 3, 2020 at 3:00 p.m. and your questions and/or comments, if appropriate, will be read during the meeting and addressed at that time.

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

Audience Requests

Consent Agenda

1. Approval of the Minutes of the October 20, 2020 Regular Council Meeting
2. Approval of bills as presented
3. Proclamation - Proclaiming Saturday, November 28, 2020 as Small Business Saturday

Ordinances 1st Reading:

1. Ordinance 2020-2503 - Amending Chapter 18, Article IV, Section 18-86 of the Rock Falls Municipal Code Removing One-Way Street Designation of Alley Between E. 5th Street and Dixon Avenue
2. Ordinance 2020-2504 - Amending Chapter 18, Article VI, Section 18-152 of the Rock Falls Municipal Code Removing No Parking Designation Along Southerly Portions of East 2nd Street
3. Ordinance 2020-2505 - Amending Chapter 16, Article V Authorizing the Delivery and Carry Out of Mixed Drinks by Licensed Establishments

Ordinances 2nd Reading and Adoption:

1. Ordinance 2020-2502 – Amending Chapter 6, Article III, Division 4 of the Rock Falls Municipal Code Relating to Maintenance and Repair to the Exterior of Buildings and Structures Located Within the City's Uptown Business Area

City Administrator Robbin Blackert

1. Approval of the City of Rock Falls' Fiscal Year 2020 Audit (May 1, 2019 through April 30, 2020)

Information/Correspondence

James Reese, City Attorney

1. Roger Hoffman – Intent to Renew Cash Farm Lease dated July 14, 2020

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin

Alderman Gabriella Palmer

1. Approve Utility Office Write-Off's – July 2020 through September 2020

Ward 2

Alderman Brian Snow – Building Code Committee Chairman

Alderman Casey Babel

Ward 3

Alderman Jim Schuneman – Utility Committee Chairman/Tourism Committee Chairman

1. Approval of Pow-R-Guard 6 year Maintenance Agreement with Altorfer Power Systems, 4712 Buckeye Street, Davenport IA 52802 in the amount of \$1,725.00 annually
2. Approval for the Wastewater Department to purchase a Caterpillar Backhoe from Altorfer, 2809 W Rock Falls Road, Rock Falls IL (with consideration of local vendor policy) in the amount of \$97,257.00 with 84 month financing at 0% interest
3. Approval of Service Agreement with Cloudpoint, 1407 West Front Street, Roanoke, IL 61561 for 3 years at the monthly cost of \$5,950.00
4. Approval for the Electric Department to accept the low bid and purchase a Vacuum Excavation Potholing System from Vermeer Midwest, 1801 179th St N, East Moline, IL 61244 in the amount after trade-in of \$55,000.00
5. Approval of a 5 year lease agreement with the Illinois Department of Natural Resources, Agreement No. 3092, for the watermain under the canal at Dixon Avenue for a total cost of \$1,200.00
6. Approval of a 5 year lease agreement with the Illinois Department of Natural Resources, Agreement No. 3090, for the storm sewer at East 7th Street and Avenue E to the Canal for a total cost of \$1,150.00

Alderman Rod Kleckler – Public Works/Public Property Committee Chairman

Ward 4

Alderman Lee Folsom – Police/Fire Committee Chairman

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

1. Approval to hire Bailee Rosalez for the Apprentice Lineman position in the Electric Department
2. Approval to hire Isaiah Venema for the Water Department Laborer position in the Water Department

Mayor's Report

Adjournment

Next City Council meeting – November 17, 2020 at 6:30 p.m.

Posted: October 30, 2020

Michelle Conklin, Deputy City Clerk

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

October 20, 2020

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. October 20, 2020 in the Council Chambers by Mayor William B. Wescott.

Deputy City Clerk Michelle Conklin called the roll following the pledge of allegiance. A quorum was present including Mayor Wescott, Aldermen Palmer, Wangelin, Snow, Babel, Schuneman, and Sobottka. Alderman Kleckler and Folsom being absent. In addition, Attorney Matt Cole, Attorney James Reese and City Administrator Robbin Blackert were present.

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

1. Approval of the Minutes of the October 6, 2020 Regular City Council Meeting
2. Approval of bills as presented

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

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Snow to approve first reading of Ordinance 2020-2502 Amending Chapter 6, Article III, Division 4 of the Rock Falls Municipal Code Relating to Maintenance and Repair to the Exterior of Buildings and Structures Located Within the City's Uptown Business Area

Viva Voce Vote, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Palmer to approve Resolution 2020-850 - Authorizing Transfer of Funds to Escrow Account Relating to Bond Defeasance Made in Connection with Fibernet Asset Sale.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Snow to approve Ordinance 2020-2493 - Ordinance Providing for the Payment of the Outstanding General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the City of Rock Falls, Whiteside County, Illinois, and the Execution and Delivery of an Escrow Agreement in Connection Therewith.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Wangelin to approve Ordinance 2020-2494 - Authorizing Disposal of Surplus Property and Further Authorizing the Mayor to Execute an Agreement with Surf Air Wireless, LLC for the Same.

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Palmer to approve Ordinance 2020-2499 - Amending Chapter 18, Article VI, Section 18-152 of the Rock Falls Municipal Code Prohibiting Parking Along Portions of Wolf Creek Drive.

Vote 6 aye, motion carried.

A motion was made by Alderman Palmer and second by Alderman Wangelin to approve Ordinance 2020-2500 - Sale of Surplus Property - Fire Department.

Vote 6 aye, motion carried.

A motion was made by Alderman Snow and second by Alderman Sobottka to approve Ordinance 2020-2501 - Approving Contract and Authorizing the Purchase of Real Property 2211 Canal Street, Rock Falls, IL 61071 PIN: 11-33-404-019.

Vote 6 aye, motion carried.

A motion was made by Alderman Snow and second by Alderman Wangelin to approve the Addendum to Employment Contract between the City of Rock Falls and A. Wayne Shafer Discussion of Public Act 101-0642 - Election Day Holiday Litigation.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Snow to abide by the Sagamon County Judges decision, regarding Public Act 101-0642 - Election Day Holiday, which stated that municipalities are not obligated to observe November 3, 2020 as a holiday, therefore the City offices will remain open on November 3, 2020.

Vote 6 aye, motion carried.

A motion was made by Alderman Snow and second by Alderman Schuneman to approve the Re-Appointment of Brian Tribble, Amy Williamson, Tom Rynott and Bethany Bland to the Tourism Committee, terms to be November 15, 2020 through November 14, 2022.

Vote 6 aye, motion carried.

Mayor Wescott addressed the council regarding the public safety tax that will be on the ballot on November 3, 2020. The City of Rock Falls and the City of Sterling pay approximately \$1.2 million of the \$2.2 million cost to run the PSAP because we are the largest populated areas in the County. This half cent sales tax will be county wide and will be earmarked for paying the costs of the PSAP centers. Mayor Wescott asked that the Aldermen get the word out about the tax and to make sure that the voters know it is a good thing for the City's of Rock Falls and Sterling. What this tax will allow us to do is have about \$400 thousand more that we will not be pulling out of our general fund to pay for the PSAP and will be able to use it for other things.

City Administrator Blackert stated that the City of Rock Falls and the City of Sterling both received a bill today for the PSAP, we were the only 2 cities in Whiteside County that received a bill for dispatch. None of the other cities in the county will receive a bill for the same dispatch services that our dispatch services that our residents are paying for and that is unfair. This is why it is so important for this public safety tax to pass. Sterling and Rock Falls residents need to get the word out that they should not be footing the bill for the entire county.

Mayor Wescott stated that there are robo calls being made that are saying they are calling to let you know that your local electric utility has been cheating you and charging you excessive rates and if you call a number they can help you reduce your electric bill. This is not being generated by the City and if anyone has questions about their utility bills please call us and schedule an appointment with us.

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

Viva Voce Vote, motion carried. (7:01 p.m.)



Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 11/03/2020

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		1097.45
General Fund		205071.00
Building Code Demolition Fund		2206.00
Employee Group Insurance		161.48
TIF-Downtown Redevelopment		13053.25
Electric		68083.25
Fiber Optic Broadband	Taxable	141.78
	Tax Exempt	806.83
Sewer		18262.96
Water		18286.19
Garbage Fund		607.50
Customer Service Center		588.83
Motor Fuel Tax Fund		519.61
Customer Utility Deposit		\$61.65
		\$328,947.78

Alderman Kleckler
Alderman Wangelin
Alderman Palmer

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/19/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
04	BUILDING		
5253	WEX BANK	28,363.31	145.03
	BUILDING		145.03
06	POLICE		
5253	WEX BANK	28,363.31	2,167.34
	POLICE		2,167.34
10	STREET		
5253	WEX BANK	28,363.31	744.45
	STREET		744.45
13	FIRE		
5253	WEX BANK	28,363.31	401.15
	FIRE		401.15
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5253	WEX BANK	28,363.31	1,162.61
	OPERATION & MAINTENANCE		1,162.61
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5253	WEX BANK	28,363.31	56.74
	FIBER OPTIC BROADBAND/TAXABLE		56.74
SEWER FUND			
38	OPERATION & MAINTENANCE		

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 10/19/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
5253	WEX BANK	28,363.31	445.22
	OPERATION & MAINTENANCE		445.22
WATER FUND			
48	OPERATION & MAINTENANCE		
5253	WEX BANK	28,363.31	456.01
	OPERATION & MAINTENANCE		456.01
	TOTAL ALL DEPARTMENTS		5,578.55

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 10/23/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	942.12	20.86
2985	WALMART COMMUNITY/SYNCB	2,075.78	305.93
5032	COMCAST	2,424.97	5.33
5118	SIKICH, LLP	29,000.00	400.00
688	PITNEY BOWES INC	99.30	0.70
	TOURISM		732.82
GENERAL FUND			
01	ADMINISTRATION		
2985	WALMART COMMUNITY/SYNCB	2,075.78	113.97
4331	CIRCUIT CLERK OF LEE COUNTY	2,200.00	300.00
5032	COMCAST	2,424.97	5.33
5118	SIKICH, LLP	29,000.00	4,000.00
5168	MWM CONSULTING GROUP, INC		31,800.00
688	PITNEY BOWES INC	99.30	0.27
	ADMINISTRATION		36,219.57
02	CITY ADMINISTRATOR		
5032	COMCAST	2,424.97	2.66
688	PITNEY BOWES INC	99.30	0.43
	CITY ADMINISTRATOR		3.09
03	PLANNING/ZONING		
688	PITNEY BOWES INC	99.30	17.77
	PLANNING/ZONING		17.77
04	BUILDING		
2985	WALMART COMMUNITY/SYNCB	2,075.78	19.00
5032	COMCAST	2,424.97	10.66
688	PITNEY BOWES INC	99.30	3.34
	BUILDING		33.00

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INVOICES DUE ON/BEFORE 10/23/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
2985	WALMART COMMUNITY/SYNCB	2,075.78	47.79
5032	COMCAST	2,424.97	10.66
688	PITNEY BOWES INC	99.30	26.21
	CITY CLERK'S OFFICE		84.66
06	POLICE		
1853	MOORE TIRES INC.	5,541.51	24.29
2985	WALMART COMMUNITY/SYNCB	2,075.78	111.03
4651	MOST PLUMBING & MECHANICAL LLC	6,551.25	136.00
4692	PANTHER UNIFORMS, INC.	2,234.85	125.90
4796	VERIZON WIRELESS	7,567.59	284.07
5032	COMCAST	2,424.97	82.51
651	NICOR	11,257.44	36.01
688	PITNEY BOWES INC	99.30	5.37
T0004325	JJM PRINTING INC	656.50	149.70
T0005364	SEGNERI CUSTOM INSTALLS INC	150.00	165.00
	POLICE		1,119.88
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	3,920.00	750.00
688	PITNEY BOWES INC	99.30	7.44
	CODE HEARING DEPARTMENT		757.44
10	STREET		
2771	WINDSTREAM	2,248.83	378.84
4796	VERIZON WIRELESS	7,567.59	58.92
4913	MID-WEST TRUCKERS ASSOC INC	80.25	363.75
5032	COMCAST	2,424.97	5.33
55	ARAMARK UNIFORM SERVICES, INC.	4,837.85	88.59
688	PITNEY BOWES INC	99.30	0.03
	STREET		895.46
12	PUBLIC PROPERTY		

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 10/23/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
2985	WALMART COMMUNITY/SYNCB	2,075.78	9.97
423	AT&T	5,305.28	668.32
T0002695	ICE MILLER LLP		12,500.00
	PUBLIC PROPERTY		13,178.29
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	3,203.17	7.91
2985	WALMART COMMUNITY/SYNCB	2,075.78	80.00
4385	DINGES FIRE COMPANY	737.67	2,159.50
5032	COMCAST	2,424.97	38.55
651	NICOR	11,257.44	108.06
688	PITNEY BOWES INC	99.30	1.50
	FIRE		2,395.52
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	689.50	43.00
T0001874	WHITESIDE COUNTY TRUSTEE		793.00
T0004806	ARREZOLA LAWN CARE	2,890.00	1,370.00
	BUILDING CODE DEMOLITION FUND		2,206.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1095	TURNROTH SIGN CO, INC.		1,753.00
2985	WALMART COMMUNITY/SYNCB	2,075.78	88.29
332	FYR-FYTER, INC.	348.10	516.36
4207	O'REILLY AUTOMOTIVE INC	2,054.63	3.60
4215	POWER LINE SUPPLY	35,341.43	276.00
4681	EDLER POWER SERVICES INC		1,200.00
4796	VERIZON WIRELESS	7,567.59	517.94
4889	KIRBY CABLE SERVICE INC	9,241.00	16,524.00
4913	MID-WEST TRUCKERS ASSOC INC	80.25	654.75
5032	COMCAST	2,424.97	26.65
5118	SIKICH, LLP	29,000.00	1,600.00
5127	JM TEST SYSTEMS, INC	970.71	251.00

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 10/23/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5299	GREAT WESTERN SUPPLY CO	1,012.90	198.05
688	PITNEY BOWES INC	99.30	1.49
964	UUSCO	20,173.00	543.00
	OPERATION & MAINTENANCE		24,154.13
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	7,567.59	85.04
	FIBER OPTIC BROADBAND/TAXABLE		85.04
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5200	WALKER & ASSOCIATES, INC.	8,720.20	806.83
	FIBER OPTIC BROADBAND/TXEXEMPT		806.83
SEWER FUND			
38	OPERATION & MAINTENANCE		
200	COM ED	942.12	38.06
2451	MENARDS	2,177.87	37.35
2655	MISSISSIPPI VALLEY PUMP, INC.	13,906.00	5,749.00
2985	WALMART COMMUNITY/SYNCE	2,075.78	40.00
34	ALTORFER INC.	815,259.98	22.90
4528	MODERN SHOE SHOP	1,754.91	193.49
4796	VERIZON WIRELESS	7,567.59	161.77
4837	ENVIRONMENTAL RESOURCE ASSOC		117.00
4913	MID-WEST TRUCKERS ASSOC INC	80.25	291.00
5032	COMCAST	2,424.97	18.65
5118	SIKICH, LLP	29,000.00	800.00
5141	CINTAS CORPORATION	840.55	57.51
688	PITNEY BOWES INC	99.30	1.70
795	SBM BUSINESS EQUIPMENT CENTER	6,193.68	89.07
T0005144	SCHMITT EXCAVATING LLC		1,363.10
	OPERATION & MAINTENANCE		8,980.60

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	3,203.17	44.95
2212	ALLIANCE MATERIALS, INC.	2,031.06	268.09
2606	MIKE'S REPAIR SERVICE	1,893.59	424.95
34	ALTORFER INC.	815,259.98	3.30
367	HACH COMPANY	1,095.91	740.76
4361	FERGUSON WATERWORKS #2516	48,294.97	445.46
4387	AMERICAN LEAK DETECTION		400.00
4655	WHEELHOUSE, INC.	3,262.66	168.25
4796	VERIZON WIRELESS	7,567.59	38.01
4913	MID-WEST TRUCKERS ASSOC INC	80.25	291.00
5032	COMCAST	2,424.97	13.32
5118	SIKICH, LLP	29,000.00	800.00
5151	LEE JENSEN SALES CO, INC.	1,868.00	1,602.50
55	ARAMARK UNIFORM SERVICES, INC.	4,837.85	97.86
688	PITNEY BOWES INC	99.30	0.70
	OPERATION & MAINTENANCE		5,339.15
GARBAGE FUND			
50	GARBAGE		
5118	SIKICH, LLP	29,000.00	400.00
	GARBAGE		400.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	2,424.97	18.65
688	PITNEY BOWES INC	99.30	13.79
	CUSTOMER SERVICE CENTER		32.44
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS, INC.	2,031.06	519.61
	MOTOR FUEL TAX		519.61

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 10/23/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0004429	JAMES CUMMINGS		50.00
	CUSTOMER UTILITY DEPOSITS		50.00
	TOTAL ALL DEPARTMENTS		98,011.30

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 10/30/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS	2,019.20	39.40
5015	CARD SERVICE CENTER	14,478.05	305.93
5178	COMCAST BUSINESS	4,095.60	19.30
	TOURISM		364.63
GENERAL FUND			
01	ADMINISTRATION		
172	CITY OF ROCK FALLS	2,019.20	6.00
4331	CIRCUIT CLERK OF LEE COUNTY	2,500.00	100.00
5015	CARD SERVICE CENTER	14,478.05	113.97
5178	COMCAST BUSINESS	4,095.60	19.30
	ADMINISTRATION		239.27
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS	2,019.20	2.65
5178	COMCAST BUSINESS	4,095.60	19.30
	CITY ADMINISTRATOR		21.95
03	PLANNING/ZONING		
172	CITY OF ROCK FALLS	2,019.20	0.50
	PLANNING/ZONING		0.50
04	BUILDING		
172	CITY OF ROCK FALLS	2,019.20	62.80
4192	INTERNATIONAL CODE COUNCIL INC		145.00
4945	IACE		80.00
5015	CARD SERVICE CENTER	14,478.05	19.00
5178	COMCAST BUSINESS	4,095.60	38.64
5220	TECHNOLOGY FINANCE CORP	5,934.70	30.43
	BUILDING		375.87

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 10/30/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
1052	SAUK VALLEY MEDIA	2,220.30	1,053.00
172	CITY OF ROCK FALLS	2,019.20	320.50
5015	CARD SERVICE CENTER	14,478.05	47.79
5178	COMCAST BUSINESS	4,095.60	38.62
	CITY CLERK'S OFFICE		1,459.91
06	POLICE		
1448	IL DEPT OF INNOVATION &	2,390.58	398.43
172	CITY OF ROCK FALLS	2,019.20	71.90
2985	WALMART COMMUNITY/SYNCB	2,075.78	84.90
350	GISI BROS. INC.	5,425.34	970.60
4631	WHITESIDE COUNTY	174,948.22	98,443.41
4692	PANTHER UNIFORMS, INC.	2,360.75	265.25
4950	BOSTON LEATHER INC		34.00
5015	CARD SERVICE CENTER	14,478.05	111.03
5032	COMCAST	2,663.27	6.34
5178	COMCAST BUSINESS	4,095.60	77.21
795	SBM BUSINESS EQUIPMENT CENTER	6,282.75	208.50
	POLICE		100,671.57
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	2,019.20	124.45
	CODE HEARING DEPARTMENT		124.45
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	109,738.41	35,725.30
194	GRUMMERT'S HARDWARE - R.F.	3,256.03	3.58
2451	MENARDS	2,215.22	93.15
2606	MIKE'S REPAIR SERVICE	2,318.54	131.40
2985	WALMART COMMUNITY/SYNCB	2,075.78	24.50
5178	COMCAST BUSINESS	4,095.60	19.30
5220	TECHNOLOGY FINANCE CORP	5,934.70	243.47
5258	SUNRISE SUPPLY	92.28	186.06
	STREET		36,426.76

DATE: 10/29/20
TIME: 11:15:40
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 10/30/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	109,738.41	6,903.90
5015	CARD SERVICE CENTER	14,478.05	9.97
	PUBLIC PROPERTY		6,913.87
13	FIRE		
172	CITY OF ROCK FALLS	2,019.20	33.85
194	GRUMMERT'S HARDWARE - R.F.	3,256.03	65.29
4796	VERIZON WIRELESS	8,713.34	168.34
5015	CARD SERVICE CENTER	14,478.05	80.00
5178	COMCAST BUSINESS	4,095.60	57.90
5252	EWERS GARAGE INC	733.40	268.82
	FIRE		674.20
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0001728	KEITH STOUFFER	260.00	60.38
T0004780	MAST WATER TECHNOLOGY	222.30	101.10
	EMPLOYEE GROUP INS		161.48
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
4011	SAUK VALLEY BANK & TRUST CO.	1,040,309.05	12,741.75
5198	MATTHEWS INTERNATIONAL CORP	623.00	311.50
	DOWNTOWN REDEVELOPMENT		13,053.25
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS	2,019.20	31.50
194	GRUMMERT'S HARDWARE - R.F.	3,256.03	17.52
2557	ASPLUNDH TREE EXPERT CO.	126,187.80	11,841.00
283	ANIXTER INC	131,594.05	28,251.65
395	HILLS ELECTRIC MOTOR SERVICE	1,392.98	408.30

DATE: 10/29/20
TIME: 11:15:40
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 10/30/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4544	UPS	173.37	24.18
4795	WESTWOOD MACHINE & TOOL CO	5,845.00	468.00
5015	CARD SERVICE CENTER	14,478.05	88.29
5178	COMCAST BUSINESS	4,095.60	38.68
5220	TECHNOLOGY FINANCE CORP	5,934.70	517.39
631	MURRAY & SONS EXCAVATING, INC	152,669.10	1,080.00
	OPERATION & MAINTENANCE		42,766.51
SEWER FUND			
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	109,738.41	851.50
	SEWER		851.50
38	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS	2,019.20	2.80
194	GRUMMERT'S HARDWARE - R.F.	3,256.03	110.79
2451	MENARDS	2,215.22	49.40
2517	WM CORPORATE SERVICES, INC	10,831.16	751.31
2985	WALMART COMMUNITY/SYNCEB	2,075.78	165.97
4045	SCADAWARE, INC.	3,392.50	3,928.05
4119	USA BLUE BOOK	4,917.03	491.29
4684	SCHMITT PLUMBING & HEATING INC	12,459.75	1,363.10
4796	VERIZON WIRELESS	8,713.34	76.02
5015	CARD SERVICE CENTER	14,478.05	40.00
5178	COMCAST BUSINESS	4,095.60	19.30
5220	TECHNOLOGY FINANCE CORP	5,934.70	182.61
T0003006	TATAM, INC.		805.00
	OPERATION & MAINTENANCE		7,985.64
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	48,740.43	2,725.60
	WATER		2,725.60

DATE: 10/29/20
TIME: 11:15:40
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 10/30/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS	2,019.20	21.05
1740	VIKING CHEMICAL CO	5,721.00	2,300.00
194	GRUMMERT'S HARDWARE - R.F.	3,256.03	82.28
4207	O'REILLY AUTOMOTIVE INC	2,058.23	5.39
4361	FERGUSON WATERWORKS #2516	48,740.43	229.04
4796	VERIZON WIRELESS	8,713.34	114.03
5171	FERGUSON ENTERPRISES LLC #3326	290.40	1,649.58
5178	COMCAST BUSINESS	4,095.60	19.30
5220	TECHNOLOGY FINANCE CORP	5,934.70	213.04
55	ARAMARK UNIFORM SERVICES, INC.	5,024.30	195.72
631	MURRAY & SONS EXCAVATING, INC	152,669.10	4,936.00
	OPERATION & MAINTENANCE		9,765.43
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	263,782.66	207.50
	GARBAGE		207.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS	2,019.20	265.15
2688	STAPLES CREDIT PLAN	457.78	252.60
5178	COMCAST BUSINESS	4,095.60	38.64
	CUSTOMER SERVICE CENTER		556.39
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003025	JASON KOPITAS		11.65
	CUSTOMER UTILITY DEPOSITS		11.65
	TOTAL ALL DEPARTMENTS		225,357.93

PROCLAMATION

Small Business Saturday

WHEREAS, the City of Rock Falls, Illinois celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, they represent 99.7% of all firms with paid employees in the United States, are responsible for 64.9% of net new jobs created from 2000 to 2018; and

WHEREAS, small businesses employ 47.3% of the employees in the private sector in the United States, 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business, 65% of U.S. small business owners said it would be most helpful to their business to have their "regulars" return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to shop Small and support their community; and

WHEREAS, 96% of consumers who shopped on "Small Business Saturday" agree that shopping at small, independently owned businesses supports their commitment to making purchases that have a positive, social economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

WHEREAS, 95% of consumers who shopped on Small Business Saturday reported the day makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season; and

WHEREAS, The City of Rock Falls, Illinois supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as, public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE, I WILLIAM B. Wescott, Mayor of City of Rock Falls, Whiteside County, Illinois along with members of the City Council do hereby proclaim, November 28, 2020, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

William B. Wescott, Mayor

Michelle Conklin, Acting City Clerk

CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 18, ARTICLE IV, SECTION 18-86
OF THE ROCK FALLS MUNICIPAL CODE
REMOVING ONE-WAY STREET DESIGNATION OF ALLEY BETWEEN
E. 5TH STREET AND DIXON AVENUE**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 18, ARTICLE IV, SECTION 18-86
OF THE ROCK FALLS MUNICIPAL CODE
REMOVING ONE-WAY STREET DESIGNATION OF ALLEY BETWEEN
E. 5TH STREET AND DIXON AVENUE**

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes the corporate authorities of any municipality to regulate the use of its streets and other municipal property within its jurisdiction; and

WHEREAS, following an investigation and survey of traffic conditions on the portion of an alley between East 5th Street bearing southbound from its intersection with Dixon Avenue, the Ordinance/License/Personnel/Safety (“OLPS”) Committee has recommended that the one-way street designation in place thereof be removed; and

WHEREAS, the Corporate Authorities of the City have determined it in the best interests of the City and its residents to adopt the recommendation of the OLPS Committee and to remove such restrictions along the alley between East 5th Street and Dixon Avenue, 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 18, Article IV, Section 18-86(6) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 18-86. – Designated.

The following streets shall be designated as one-way streets:

...

(6) Intentionally deleted;”

SECTION 3: In all other respects, Chapter 18, Article IV, Section 18-86 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: The Supervisor of the City’s Street Department, or his or her designee, is hereby authorized and directed to do all such actions as are necessary or required to reflect the removal of such one-way designation along the aforementioned alley and to place such other signage along said alley as may be necessary or appropriate for the public safety.

SECTION 5: 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 6: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 7: 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 _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-152
OF THE ROCK FALLS MUNICIPAL CODE
REMOVING NO PARKING DESIGNATION ALONG
SOUTHERLY PORTIONS OF EAST 2ND STREET**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-152
OF THE ROCK FALLS MUNICIPAL CODE
REMOVING NO PARKING DESIGNATION ALONG
SOUTHERLY PORTIONS OF EAST 2ND STREET**

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes the corporate authorities of any municipality to regulate the use of its streets and other municipal property within its jurisdiction; and

WHEREAS, following an investigation and survey of traffic conditions on the southerly portion of East 2nd Street, the Ordinance/License/Personnel/Safety (“OLPS”) Committee has recommended that the no-parking designation on the south sides of said East 2nd Street from Avenue E east to the city limits be removed; and

WHEREAS, the Corporate Authorities of the City have determined it in the best interests of the City and its residents to adopt the recommendation of the OLPS Committee and to remove such no-parking restriction along the southerly portion of East 2nd Street, 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 18, Article VI, Section 18-152(b)(25) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 18-152. – Prohibited areas.

(b) *Specific locations.* Parking is prohibited on the following named streets:

...

(25) On the north side of East 2nd Street from Wood Avenue east to the city limits.

SECTION 3: In all other respects, Chapter 18, Article VI, Section 18-152(b) of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: The Supervisor of the City’s Street Department, or his or her designee, is hereby authorized and directed to do all such actions as are necessary or required to reflect the

removal of such restrictions on parking along the southerly side of East 2nd Street as provided for herein.

SECTION 5: 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 6: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 7: 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 _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 16, ARTICLE V
AUTHORIZING THE DELIVERY AND CARRY OUT OF MIXED DRINKS
BY LICENSED ESTABLISHMENTS**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS 2ND DAY OF JUNE, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this 2nd day of June, 2020.

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 16, ARTICLE V
AUTHORIZING THE DELIVERY AND CARRY OUT OF MIXED DRINKS
BY LICENSED ESTABLISHMENTS**

WHEREAS, an outbreak of a novel coronavirus, referred to as COVID-19, has emerged globally and has spread throughout the United States of America and the State of Illinois (the “State”); and

WHEREAS, as a result of the COVID-19 outbreak the World Health Organization has declared a pandemic; and

WHEREAS, on March 9, 2020, in response to the pandemic, the Governor of the State of Illinois (the “Governor”) declared a state of emergency (the “Declaration”), which Declaration, among other things, generally limited the operation of “non-essential” businesses and has been continued and extended throughout the date of this Ordinance; and

WHEREAS, in response to the economic impact of COVID-19 and the Declaration on establishments holding liquor licenses for the retail sale of alcohol, the State legislature amended the Illinois Liquor Control Act, 235 ILCS 5/1-1 et. seq. (the “Act”), to temporarily provide for the delivery and carry out of mixed drinks pursuant to Section 6-28.8 of the Act; and

WHEREAS, in connection with the foregoing, the Mayor and City Council desire to amend the Rock Falls Municipal Code to similarly permit certain establishments holding liquor licenses issued by the City to sell mixed drinks to patrons for delivery and carryout, 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 preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein. This Ordinance shall not become effective until the signing of House Bill 2682 by the Governor and passage of said bill into law. In the event that House Bill 2682 is not signed into law on or before June 16, 2020, this Ordinance shall be of no force and effect unless and until ratified by further action of the City Council.

SECTION 2: Chapter 16, Article V of the Rock Falls Municipal Code is hereby amended by the addition of a new Section 16-399 entitled “Delivery and Carry Out of Mixed Drinks”, to read as follows:

“Sec. 16-399. – Delivery and Carry Out of Mixed Drinks.

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

Cocktail or mixed drink means any beverage obtained by combining ingredients alcoholic in nature, whether brewed, fermented, or distilled, with ingredients non-alcoholic in nature, such as fruit juice, lemonade, cream, or a carbonated beverage.

Original container means a container that is filled, sealed, and secured by a retail licensee's employee at the retail licensee's location with a tamper-evident lid or cap.

Retail licensee means any establishment holding a valid Class A-1, A-2, B-1, B-2, B-3, E-1 or E-2 liquor license issued by the city.

Sealed container means a rigid container that contains a mixed drink, is new, has never been used, has a secured lid or cap designed to prevent consumption without removal of the lid or cap, and is tamper-evident. "Sealed container" does not include a container with a lid with sipping holes or openings for straw or a container made of plastic, paper, or polystyrene foam.

Tamper-evident means a lid or cap that has been sealed with tamper-evident covers, including, but not limited to, wax dip or heat shrink wrap.

(b) Sale of Mixed Drinks. A cocktail or mixed drink placed in a sealed container by a retail licensee at the retail licensee's location may be transferred and sold for off-premises consumption if the following requirements are met:

- (1) the cocktail is transferred within the licensed premises, by a curbside pickup, or by delivery by an employee of the retail licensee who:
 - (i) has been trained in accordance with the provisions of Section 6-27.1 of the Illinois Liquor Control Act (235 ILCS 5/6-27.1);
 - (ii) is at least twenty-one (21) years of age; and
 - (iii) upon delivery, verifies the age of the person to whom the cocktail is being delivered;
- (2) if the employee delivering the cocktail is not able to safely verify a person's age or level of intoxication upon delivery, the employee shall cancel the sale of alcohol and return the product to the retail licensee;
- (3) the sealed container is placed in the trunk of the vehicle or if there is no trunk, in the vehicle's rear compartment that is not readily accessible to the passenger area;

- (4) the sealed container shall be affixed with a label or tag that contains the following information:
 - (i) the cocktail or mixed drink ingredients, type, and name of alcohol;
 - (ii) the name, license number, and address of the retail licensee that filled the original container and sold the product and the date sold;
 - (iii) the volume of the cocktail or mixed drink in the sealed container; and
 - (iv) the sealed container was filled less than seven (7) days before the date of sale.

(c) Compliance with Executive Orders. If there is an executive order of the Governor of the State of Illinois in effect during a disaster, the employee delivering the mixed drink or cocktail must comply with any requirements of that executive order, including, but not limited to, wearing gloves and a mask and maintaining distancing requirements when interacting with the public.

(d) Limitations. Cocktails or mixed drinks may not be sold or delivered, and the authorizations of this section do not permit such sale or delivery if:

- (1) a third party not employed by the retail licensee delivers the cocktail or mixed drink;
- (2) a container of a mixed drink or cocktail is not tamper-evident and sealed;
- (3) a container of a mixed drink or cocktail is to be transported in the passenger area of a vehicle;
- (4) a mixed drink or cocktail is delivered by a person or to a person who is under the age of twenty-one (21); or
- (5) the person delivering a mixed drink or cocktail fails to verify the age of the person to whom the mixed drink or cocktail is being delivered.

(e) Violations. Any violations of this section shall be subject to any applicable penalties, including, but not limited to, the penalties specified under Section 11-502 of the Illinois Vehicle Code (625 ILCS 5/1-1 et. seq.) and the penalties contained within the Rock Falls Municipal Code applicable to violation of the ordinances regulating sale of alcoholic liquor.

(f) This section shall be effective beginning on and after its effective date and shall expire on June 1, 2021 unless further extended by ordinance approved by the city council and mayor.”

SECTION 3: That in all other respects, Chapter 16, Article V of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: The provisions and sections of this Ordinance shall be deemed separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

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

SECTION 6: This Ordinance shall be in full force and effect from and after compliance with Section 1 hereof and its passage and approval and publication as required by law.

Approved this 2nd day of June, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 6, ARTICLE III, DIVISION 4
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO MAINTENANCE AND REPAIR TO THE EXTERIOR OF BUILDINGS
AND STRUCTURES LOCATED WITHIN THE CITY'S UPTOWN BUSINESS AREA**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 6, ARTICLE III, DIVISION 4
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO MAINTENANCE AND REPAIR TO THE EXTERIOR OF BUILDINGS
AND STRUCTURES LOCATED WITHIN THE CITY'S UPTOWN BUSINESS AREA**

WHEREAS, the City of Rock Falls (the "City") has previously established by ordinance an Uptown Business Design Guide, the purpose of which is to promote the public health, safety and welfare by aiding the City in the planning, design and re-design of the City's uptown business area; and

WHEREAS, the provisions of the Uptown Business Design Guide are designed to ensure that all land use and development activity within the City's uptown business area comply with the standards contained therein; and

WHEREAS, the Mayor and City Council (collectively, the "Corporate Authorities") of the City are of the opinion that appropriate enforcement mechanisms be in place to ensure compliance with the provisions of the City's Uptown Business Design Guide; and

WHEREAS, in order to preserve the appeal of the City's uptown business area, the Corporate Authorities find it necessary to require that the exterior of buildings and structures located within the uptown business area be maintained in a safe and appealing manner and that construction and/or repair of said buildings and structures be made in a prompt manner; and

WHEREAS, the Corporate Authorities hereby further deem it in the best interests of the City and its residents to provide for certain penalties for the failure of any person owning property within the City's uptown business area to comply with the foregoing provisions of the Uptown Business Design Guide, 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 recitals contained in the preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

SECTION 2: Chapter 6, Article III, Section 6-155 as amended, is hereby further amended by the addition of a new subsection (c) to read as follows:

"Sec. 6-155. – Compliance; amendment of an approved BSO plan.

...

- (c) The exterior of any building or structure shall be maintained in a safe and appealing manner and in full compliance with the provisions outlined in

this division at all times. Upon the occurrence of any damage, significant deterioration or modification to the exterior of any building or structure necessitating repair or replacement to the same, the owner of said building or structure shall, within sixty (60) days following the occurrence, apply for a building permit with the city for such repair or replacement. Following the issuance of a building permit, the owner of such building or structure shall proceed to promptly complete the repairs or replacement to the exterior of the building or structure, but in no event shall the same exceed one hundred and twenty (120) days from the date of issuance. All repairs or replacement to the exterior of the building or structure shall conform to the applicable provisions of the city's building and electrical codes then in force and effect. All non-conforming buildings or structures located within the city uptown business area shall have until January 1, 2021 to comply with the provisions of this subsection."

SECTION 3: Chapter 6, Article III, as amended, is hereby further amended by the addition of a new Section 6-156 entitled "Penalties" to read as follows:

"Sec. 6-156. – Penalties.

A violation of any of the provisions of this division shall be punishable as a Class C violation as provided in section 1-41. Each day on which a violation occurs or continues shall be deemed a separate offense under this division."

SECTION 4: In all other respects, Chapter 6, Article III of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 5: 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 6: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 7: 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 _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

10/18/2020

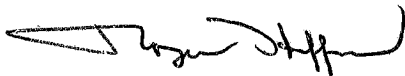
To: City of Rock Falls

From: Hoffman Brothers Partnership

Subject: Intent to renew Cash Farm Lease dated July 14, 2020

Per the lease signed July 14, 2020 we are giving written notice of our intent to renew the lease on 10 acres of farm land east of the City Sewer Plant for the next year (March 1, 2021 to February 2022). If this is acceptable please send us an extension that I can sign.

Regards,

A handwritten signature in black ink, appearing to read "Roger Hoffman", written over a horizontal line.

Roger Hoffman – Managing partner – Hoffman Brothers Partnership

CASH FARM LEASE

(Sewer Plant / part of former Zapf Farm)

This lease is entered into on the 14th day of July 2020, between the **CITY OF ROCK FALLS** (hereinafter referred to as "Landlord"), Rock Falls, IL 61071, and **HOFFMAN BROTHERS PARTNERSHIP 709 Hoffman Drive, Rock Falls, IL 61071** (hereinafter collectively referred to as "Tenant").

Description of Land:

Landlord rents and leases to Tenant, to occupy and to use for agricultural purposes only, certain farm real estate located in Whiteside County, Illinois, previously known as part of the Zapf Farm consisting of approximately 10 tillable acres due east of the City Sewer Plan and situated in Section 30, Township 21 North, Range 7 East of the 4th Principal Meridian, Whiteside County, Illinois (the "Real Estate"). The outline of the real estate intended for use is depicted on the attached drawing. (Exhibit A)

Term of Lease:

The term of this lease shall be from March 1, 2020 to the last day of February 2021, and Tenant shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be made in writing and signed by both parties hereto. Both parties agree that failure to execute an extension at least four months before the end of the current term shall be conclusive notice of intent to allow the lease to expire on February 28, 2021. **Statutory notice of termination from Landlord to Tenant is hereby expressly waived for the February 28, 2021 termination date or any subsequent last day of February termination date, if this Lease is extended as provided herein..**

This lease shall be binding upon the heirs, executors, administrators and successors in interest of Tenant.

Amendments, extensions, or any alterations to this lease shall only be valid if in writing signed by Tenant and approved by the City council of Landlord. No person shall have authority to alter the obligations of Tenant hereunder without the approval of a majority of the elected members of the City Council of Landlord. In the event of failure to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1: Amount of Rent and Time of Payment.

A. Tenant agrees to pay the Landlord annual cash rent for the above-described farm in the amount of one hundred fifty dollars (\$ 150.00) per tillable acre for 10 tillable acres (\$ 150.00 x 10 = \$ 1500) as follows:

The full amount shall be paid on or before April 15th of each lease year. The rent is based upon the tillable acreage as determined by Farm Services Administration ("FSA") for Whiteside County.

Section 2: Landlord's Investment and Expenses. The Landlord agrees to furnish the property and to pay the items of expenses listed below:

- A. The above-described farm, excluding all improvements.
- B. Real estate taxes on all land and improvements.

Section 3: Tenant's Investment and Expenses. Tenant agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises properly.
- B. All seed, inoculation, disease-treatment materials, and fertilizers.
- C. All other items of crop expense not furnished by Landlord as provided in Section 2.

Section 4: Tenant's Duties in Operating Farm. Tenant further agrees that it will perform and carry out the stipulations below:

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. If needed, to inoculate all corn, alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair, and to mow grass waterways on a regular basis.
5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
6. To prevent all unnecessary waste, or loss, or damage to the property of Landlord.
7. To comply with rules and regulations of the Illinois Pollution Control Board.
8. To practice fire prevention, follow safety rules, and abide by restrictions in the Landlord's insurance contracts.

B. Activities restricted:

Tenant further agrees, unless it shall first have obtained the written consent of Landlord:

- (a) Without notice to the City, not to assign this lease to any person or persons or sublet any part of the premises; in the event of such assignment or sublease without notice, this lease may, at Landlord's discretion, be terminated and may be deemed null and void.

(b) Not to erect or permit to be erected any structure or building or to incur any expense to the Landlord for such purpose.

(c) Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

(d) Not to plow permanent pasture or meadowland.

(e) Not to cut live trees for sale purposes or personal uses.

(f) Not to permit the erection of any commercial advertising signs on the farm.

(g) Not to permit the placement or dumping upon the farm of any waste, trash, refuse, garbage, rubbish, debris, construction debris or hazardous materials or substances. Hazardous material shall mean: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material or substance which is (i) regulated or identified as toxic or hazardous or exposure to which is prohibited, limited, or regulated by an Applicable Law, or either (ii) present in amounts in excess of what is permitted or deemed safe under Applicable Law, or (iii) handled, stored or otherwise used in any way which is prohibited or deemed unsafe under Applicable Law. "Applicable "Law" shall mean any law, rule, order, ordinance, or regulation of any federal, state, county, regional, local or other government authority.

(h) Not to allow any hunting or trapping on the leased land.

C. Additional agreements.

(a) Tenant agrees to maintain present fertility levels and pH levels during the term of said lease and shall return the soil to Landlord in substantially the same condition as exists at the commencement of said lease. Soil fertility and Ph levels will be determined by performance by Tenant of soil tests upon the land. Copies of the results will be supplied to Landlord, together with copies of certificates of application of all fertilizers and lime applied to the land by Tenant during the term of the lease.

(b) Landlord shall have the right to withdraw a portion the aforesaid Real Estate from this lease by giving Tenant written notice of its election to withdraw such property which notice must be delivered to Tenant prior to November 1 of the following crop year. Landlord shall, at the time of giving such notice, warrant to Tenant that the parcel(s) being withdrawn from the lease is being permanently removed from crop production. In such circumstance, the annual rent shall be re-determined based upon the remaining tillable acreage as determined by FSA as set out above.

Section 5: Default, Yielding Possession, Right of Entry.

A. Termination Upon Default. If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of ten (10) days from the

date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this Section.

B. Yielding Possession. Tenant agrees that at the expiration or termination of this lease, it will yield possession of the premises to Landlord without further demand or notice. If Tenant fails to yield possession, he shall pay to Landlord liquidated damages of \$75.00 per day, or if liquidated damages are not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by Tenant to Landlord's land or improvements, and said payments shall not entitle said Tenant to any interest of any kind or character in or on the premises.

C. Landlord's Lien for Rent and Performance. The Landlord's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. Tenant shall, if requested in writing by Landlord, provide Landlord with the names of persons or entities to whom Tenant intends to sell crops grown on these demised premises at least thirty (30) days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. If Tenant shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney fees of Landlord in enforcing collection or performance shall be added to and become a part of the obligations payable by Tenant hereunder.

D. Landlord's Right of Entry During Term of Lease. Landlord reserves the right of itself, its agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after conclusive notice has been given that the lease may not be extended, or plowing after severance of crops, of seeding, or of applying fertilizers and doing other fieldwork. In the event Tenant is in default on her rent payment, or otherwise in breach of this lease, Landlord may enter said premises for the purpose of harvesting the crops without necessity of proceeding with a suit for distress of rent. Said crop shall be retained by Landlord for payment of the rent due and shall also be applied toward Landlord's cost of harvesting. The balance, if any, shall be delivered to Tenant.

E. Mineral Rights. Nothing in this lease shall confer upon Tenant any right to minerals underlying said land, but the same are hereby reserved by Landlord together with the full right to enter upon the premises and to bore, search, and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work on any railroad track or tracks, tanks, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. Landlord agrees to reimburse Tenant for any actual damage she may suffer for crops destroyed by these activities and to release Tenant from obligation to continue farming this property when development of mineral resources interferes materially with Tenant's farming operations.

F. Extent of Agreement. The terms of this lease shall be binding on the heirs, executors, administrators and assigns of both Landlord and Tenant in like manner as upon the original parties. Any notice required by this Lease or by law to be given to Landlord shall be given to: City of Rock Falls, Illinois, c/o Rock Falls City Clerk, 603 West Tenth Street, Rock Falls, Illinois 61071. Any notice required by this Lease or by law to be given to Tenant shall be delivered to Tenant at the address set forth below signature of Tenant.

LANDLORD:

CITY OF ROCK FALLS

Wm. B. Wescott

William B. Wescott, Mayor

Attest:

Michelle K Conklin

City Clerk



TENANT:

Printed Name: ROGER HOFFMAN

[Signature]

Signature

Address of Tenant:

789 HOFFMAN DRIVE

Street or Road Address

ROCK FALLS, IL 61071

City, State and ZIP

WRITE OFFS JULY 2020 - SEPTEMBER 2020

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<u>BANKRUPTCY</u>													
FOUTCH, MARCI	5-00760-03	277.49	164.46	5.55	55.97	1.88	27.50	0.78	16.31	0.58	4.46		277.49
HECK, ROXANNE	14-00040-23	104.89	41.66	2.02	33.07	0.97	13.71	0.36	11.91	0.34	0.85		104.89
RICKETTS, KIMBERLY	18-01230-01	3,994.63	3,128.12	36.35	442.88	2.12	205.12	0.71	113.17	0.74	65.42		3,994.63
<u>TOTAL</u>		4,377.01	3,334.24	43.92	531.92	4.97	246.33	1.85	141.39	1.66	70.73	0.00	4,377.01
<u>DECEASED</u>													
HENSON, BEN	27-00090-07	112.10	110.71								1.39		112.10
SEIDEL, DOUG	27-00200-04	76.79	75.55								1.24		76.79
SNYDER, JEANNIE	9-00640-06	412.61			320.76		91.85						412.61
<u>TOTAL</u>		601.50	186.26	0.00	320.76	0.00	91.85	0.00	0.00	0.00	2.63	0.00	601.50
<u>SPECIAL CIRCUMSTANCE</u>													
JP MORGAN CHASE BANK	10-00340-02	6.83			5.31		1.52						6.83
<u>TOTAL</u>		6.83	0.00	0.00	5.31	0.00	1.52	0.00	0.00	0.00	0.00	0.00	6.83
<u>AGED OUT</u>													
BLUM, JEREMIAH	15-01210-11	115.77	69.18	2.20	28.17	1.02	13.05	0.40			1.75		115.77
CANTU, CYNTHIA	21-00470-03	525.76	252.86	12.35	138.43	6.62	80.20	3.65	27.41	1.33	2.91		525.76
CASTANEDA, GUILLERMO	41-01140-18	630.33	226.65	8.99	208.85	8.58	137.45	5.20	27.70	1.33	5.58		630.33
DAVIS, DAMETRY	25-01360-08	357.30	332.66	16.25							8.39		357.30
DELANCEY, MICHAEL	24-01600-28	254.02	77.57	2.22	108.99	3.47	58.11	1.83			1.83		254.02
DRAIN, LARRY	25-01430-08	236.91	220.24	11.07							5.60		236.91
EDWARDS, JASON	25-01340-04	110.26	107.42								2.84		110.26
ELDER, CHRISTINE	10-01140-05	561.48	193.09		203.63		113.18		46.81		4.77		561.48
FIELDING, TIM	27-00740-09	270.27	102.87		92.66		43.98		28.43		2.33		270.27
FULLINGTON, DEVIN	11-00760-19	55.96	34.62	2.74	9.40	0.74	3.87	0.23	3.47		0.89		55.96
GEIGER, PATRICIA	5-00720-04	452.86	221.78	6.94	121.19	4.08	50.98	1.18	39.59	1.50	5.62		452.86
GROFF, JOHN	12-00200-01	380.16	357.48	12.97							9.71		380.16
HICKS, RYAN	24-01160-27	236.18	39.31	1.33	132.24	6.21	54.07	1.91			1.11		236.18
LANGE, DONALD	30-00430-10	314.79	163.16	3.38	77.93	3.04	41.80	1.55	19.35	0.70	3.88		314.79
LICOCCI, LORI	42-00530-21	74.73	13.66	1.25	31.56	2.05	12.92	0.63	11.64	0.80	0.22		74.73
LITTIG, ALISHA	44-00240-06	374.81	173.68	13.41	120.41	5.66	54.87	2.36			4.42		374.81
MCMILLIN, LISA	30-00440-11	423.38	155.04	8.60	137.69	6.16	71.05	2.65	36.86	1.84	3.49		423.38
MEDINA, KAREN	15-01180-14	188.99	89.17	2.60	64.92	2.75	26.57	0.86			2.12		188.99
MEINERS, ALYSHIA	8-00840-23	267.91	64.33	5.02	105.09	5.93	46.18	2.58	35.82	1.72	1.24		267.91

WRITE OFFS JULY 2020 - SEPTEMBER 2020

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
MICHELS, FREDRICK	18-00070-06	214.74	92.87	5.44	77.76	3.54	31.83	1.09			2.21		214.74
PITZER, WILLIAM	10-00060-03	143.94	72.65	2.99	35.39	2.09	14.48	0.76	13.06	0.74	1.78		143.94
RISTAU, CHRIS	26-00590-16	516.96	226.96	17.16	143.42	6.70	68.00	2.79	44.09	2.06	5.78		516.96
RUSSELL, MARK	32-00700-14	9.70	3.00		4.69		1.94				0.07		9.70
SAENZ, SHAWNA	26-00570-11	349.09	294.62	11.88					33.58	1.32	7.69		349.09
SCHAUFF, DAVID	12-01290-01	294.78	266.23	21.57							6.98		294.78
SHADY, PATRICIA	15-01140-21	230.90	95.58	3.85	68.68	4.12	28.12	1.27	25.35	1.61	2.32		230.90
SHIPMAN, AMBER	25-00380-01	157.12	96.87		35.46		11.74		10.58		2.47		157.12
SIMESTER, CARISSA	23-00110-02	635.51	307.87		179.21		99.00		41.78		7.65		635.51
SIMMONS, JAMIE	15-01190-26	59.12	37.02		14.98		6.13				0.99		59.12
SWEENEY, TIM	13-01050-00	367.14	141.77	6.66	117.59	3.83	48.08	1.18	43.39	1.50	3.14		367.14
WASHAM, RAYMOND	43-01390-13	343.59	142.97	13.32	124.95	5.94	51.12	1.83			3.46		343.59
ZAGAL, ANDRES	18-00420-02	149.87	48.35	4.38	64.89	3.55	26.56	1.10			1.04		149.87
<u>TOTAL</u>		9,304.33	4,721.53	198.57	2,448.18	86.08	1,195.28	35.05	488.91	16.45	114.28	0.00	9,304.33
<u>GRAND TOTAL</u>		14,289.67	8,242.03	242.49	3,306.17	91.05	1,534.98	36.90	630.30	18.11	187.64	0.00	14,289.67 14,289.67



September 29, 2020

Quote#: 20-MK-18052-R

Customer # 385836

City of Rock Falls Water Dept.

Attention: Ted Padilte
603 W 10Th Street
Rock Falls, IL 61071-1576

Reference: Auto Renewal Annually

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

Kohler 400ROZD71 272615

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

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

Type	Description	Visit Qty
Service Level 1	Comprehensive Inspection	6
Service Level 2	Service Level 1, Plus Full Service	6
Service Level 4	Engine Cooling System Service	2
Service Level 6-4	4-Hr Loadbank Testing Service	2
Service Level 7	Starting Battery Replacement Service	2

**Service Level intervals are based on 250 or less run hours per year.

SerialNum	Visit Qty	Invoice Amount
272615	12	\$1,725

- Plus Applicable Tax.

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

Altorfer Inc.

4712 Buckeye Street, Davenport, IA 52802
Phone: (563) 324-1935 FAX: (563) 324-2409

September 29, 2020

Quote#: 20-MK-18052-R

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

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

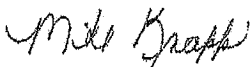
- * 24 Hours, 7 days A Week, Emergency Service
- * Emergency Generator Rentals
- * 25+ CATERPILLAR Trained Generator Field Service Technicians Company Wide
- * In House Transfer Switch and Switchgear Repair
- * \$1.5 Million In Parts Inventory With Instant Access to CAT Worldwide Parts in Morton, IL.

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

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

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

Sincerely,



Mike Knapp
PSSR
(563) 324-1935
Cell: (309) 712-9179
E-mail: mike.knapp@altorfer.com

ACCEPTED: _____ DATE: _____
 TITLE: _____ PO#: _____

Altorfer Inc. 4712 Buckeye Street, Davenport, IA 52802
 Phone: (563) 324-1935 FAX: (563) 324-2409

Maintenance Schedule

Customer City of Rock Falls Water Dept. Reference

Quote/Contract # 20-MK-18052-R

Model Serial Number Location Equip # Service Level Visit Note

September 2020

400ROZD	272615	603 West 10th Street, R		Service Level 1	-
400ROZD	272615	603 West 10th Street, R		Service Level 4	-

October 2020

400ROZD	272615	603 West 10th Street, R		Service Level 2	-
400ROZD	272615	603 West 10th Street, R		Service Level 6-4	-

April 2022

400ROZD	272615	603 West 10th Street, R		Service Level 1	-
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October 2022

400ROZD	272615	603 West 10th Street, R		Service Level 2	-
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April 2023

400ROZD	272615	603 West 10th Street, R		Service Level 1	-
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October 2023

400ROZD	272615	603 West 10th Street, R		Service Level 2	-
400ROZD	272615	603 West 10th Street, R		Service Level 7	-

April 2024

400ROZD	272615	603 West 10th Street, R		Service Level 1	-
400ROZD	272615	603 West 10th Street, R		Service Level 4	-

October 2024

400ROZD	272615	603 West 10th Street, R		Service Level 2	-
400ROZD	272615	603 West 10th Street, R		Service Level 6-4	-

April 2025

400ROZD	272615	603 West 10th Street, R		Service Level 1	-
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October 2025

400ROZD	272615	603 West 10th Street, R		Service Level 2	-
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April 2026

400ROZD	272615	603 West 10th Street, R		Service Level 1	-
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October 2026

400ROZD	272615	603 West 10th Street, R		Service Level 2	-
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400ROZD	272615	603 West 10th Street, R	Service Level 7
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City of Rock Falls Il.
2021 Backhoe Bid

Bid Opening October 19, 2020
10:00 a.m.
Rock Falls City Hall

Company	Martin Equipment	Martin Equipment	Miller -Bradford & Risberg	Altorfer
Backhoe Model Number	John Deere 410L	John Deere 310SL	Case 590 Sn	420-07
Specs only listed differences				
Color	N/A	N/A	N/A	N/A
front and rear windshield wipers	no rear washer	no rear washer		
Cat C#ACERT Teir-4 engine or equivalent	4.5L meets Tier4	4.5L meets Tier4	3.4L meets Tier4	3.6L Meets Tier 4
Intergrated tool carrier	no	no	no	
1.4 cubic yard multi-Purpose Loader Bucket with bolt on Cutting Edge	1.32 yrd			
EPP plan	Avaialble	Available	Available	Available
Total before trade and finace	\$ 104,500.00	\$ 96,500.00	\$ 122,400.00	\$ 113,275.00
Minus trade	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 16,000.00
Sub-total	\$ 94,500.00	\$ 86,500.00	\$ 103,400.00	\$ 97,275.00
Financing				
36 months toal cost	\$ 100,055.88	\$ 91,587.24		
60 months total cost	\$ 103,972.80	\$ 95,172.60	\$ 114,372.00	\$ 97,257.00
84 month total cost			\$ 132,570.80	\$ 97,257.00
Warranty	3yr/1.500 PT & Hyd	3yr/1.500 PT & Hyd	1yr 100000 mile Full machine 2yr 2000 hr engine	1 yr machine 6 yr 2500 hr PT &Hyd

ALTORFER



84 0%

446 Trade Value \$16,000⁰⁰

August 25, 2020

City of Rock Falls

We are pleased to provide the following proposal for your review:

One (1) New CAT® 420-07 Backhoe Loader

Includes the following standard equipment and options:

Sound Suppressed, ROPS/FOPS Cab
Air Conditioner & Heater/ Defroster
CAT Comfort Air Suspension, Fabric Seat
Front & Rear Window Wipers/ Washers
Four Head Lights, Four Rear Flood Lights
Hazard Flashers, Turn Signals, Stop & Taillights
AM/FM Bluetooth Radio
Mounted Strobe Beacon Light
Ride Control System
CAT Product Link Ready
CAT C3.6 ACERT™ Tier 4f Engine
120V Engine Heater
Two, Maintenance Free 850 CCA Batteries
4WD Powershift Transmission
Front Tires: Michelin 340/80R18, Directional
Front Fenders
Rear Tires: Michelin 500/70-24 Directional
Extendible-Stick (E-Stick)
Auto Up Stabilizers w/ Flip Over Pads
Six-Function Backhoe Hydraulics
Combined Function Auxiliary Hydraulics
Integrated Tool Carrier (IT) Interface
CAT 1.4 yd³ Multi-Purpose Loader Bucket w/ Bolt-On Cutting Edge
Return-To-Dig and Self-Leveling Controls
CAT Manual Pin-Grabber Quick Coupler
CAT 24" High Capacity 8.5 ft³ Bucket w/ Tips

Equipment Protection Plan (EPP)

Includes 12-Months Premier & 60-Months / 2,500 SMH Powertrain + Hydraulics + Tech EPP.

Selling Price \$ 113,276

- Sales Tax Additional, if applicable.

Options to Consider

- 84 Months / 3,500 SMH Powertrain + Hydraulics + Tech Epp... **\$1,633**

Availability

Approximately 23-25 weeks.

Financing Through Caterpillar Financial (CFSC)

Governmental Lease

	<u>CAT 420-07</u>	<u>CAT 420-07</u>
Sale Price	\$108,136.00	\$109,769.00
Less Trade:		
<i>(Trade Product & S/N)</i>		
Subtotal	\$113,276.00	\$113,276.00
Add UCC/Doc	350.00	350.00
Net Amount to Finance	\$113,626.00	\$113,626.00

60 Month Payment	\$1,299	
Interest Rate	0.00%	
Purchase Option	\$45,582	
84 Month Payment		\$1,085
Interest Rate		0.00%
Purchase Option		\$37,807

- Sales Tax Additional, if applicable.
- Financing is subject to CFSC approval.
- Payments calculated in arrears.
- Interest rates are subject to change based on delivery.
- Based on usage of 500 SMH/year and Application - Standard

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,

Quint Bennett
Machine Sales Representative
Altorfer Cat





ALTORFER INC. PRODUCTS PURCHASE ORDER

Branch: Cedar Rapids, IA
 Branch: Davenport, IA
 Branch: East Peoria, IL
 Branch: Hannibal, MO
 Branch: Moberly, MO
 Branch: Springfield, IL
 Branch: Urbana, IL

2600 6th Street SW, Cedar Rapids, IA 52404
 4712 Buckeye Street, Davenport, IA 52802
 1 Capitol Drive, East Peoria, IL 61611
 3520 Moberly Avenue, Hannibal, MO 63401
 701 US-24, Moberly, MO 65270
 4949 International Parkway, Springfield, IL 62711
 1519 West Kenyon Road, Urbana, IL 61801

Ph: (319) 365-0551
 Ph: (563) 324-1935
 Ph: (309) 694-1234
 Ph: (573) 221-8600
 Ph: (680) 268-8200
 Ph: (217) 528-5541
 Ph: (217) 369-1671

Date: 9/1/2020 Salesman Name: Quint Bennett NEW RPO Conversion USED
 Customer Name: City of Rock Falls Water Reclamation Customer No: 385839
 Address: 603 W 10th St F.O.B. POINT: East Peoria
 City, State, Zip: Rock Falls, IL 61071 Type of Work: Municipal
 Phone: 815-622-1100
 Sales Contact: Ed Cox

ID NO	MODEL	S/N	Sale Price
	NEW / 420-07 / NEW		\$113,276.00

Added Options: 1.4 Cyd Multi-purpose Bucket, 24" High Capacity Bucket w/lips, Manual Rear Quick Coupler, 60" IT Carriage w/2-2" x 5" x 54" Pallet Forks

Payment Terms: **Total Purchase Price \$113,276.00**
 Due Upon Receipt
 Caterpillar Financial Terms: Governmental Sales Agreement - 7 Annual Payments - 0% rate
 Other Financial Terms:

Bill of Sale for Property Taken In Trade					Sales Price After Trade Allowance	
(See terms and conditions row 17 for more information)					EXEMPT	Sales Tax:
Year	Make	Model	Serial No	Allowance		
1999	Cat	446B	SBL02026	\$16,000.00		\$0.00
					Rental applied:	\$0.00
					EM Solution:	\$0.00
					Payoffs:	\$0.00
					Other (Doc Fee):	\$0.00
					Balance Due:	\$97,276.00
					Cash with Order:	\$0.00
					Total Balance Payable:	\$97,276.00

WARRANTY ON EQUIPMENT EXTENDED BY SELLER
 Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked.
 Extended Warranties start at delivery date.
 Note: Extended warranties start on Delivery Date.
 NEW Standard Factory Warranty Extended Warranty: 12 Month Premier - 60 Month / 2,500 Hour Powertrain & Hydraulic Warranty
 USED, AsIs, WhereIs Note Special Agreements:
 We, the Purchaser, understand that ANY warranty work is to be completed in an Altorfer facility only. For ANY warranty work completed "in the field" after the standard warranty expires, travel time and mileage charges will apply. Customer initials: _____

EQUIPMENT MANAGEMENT AND PRODUCT LINK
 Your Machine(s) has been enrolled in the following EMSolutions: Level 3 Package to include Product Link Installed and activated, VisionLink™ access and training, reports and recommendations, and PartStore™ access (new in territory sales only), 12 Month / 500 HR Level 4 Basic CVA, that will include one (1) PM2 Kit. (Does not include air filters, oil or labor. New in territory sales only)
 Yes No Your agreement includes PM-2 500 hour parts kit customer value agreement (CVA)

RENTAL PURCHASE OPTION. Seller (retains a security interest in) (or leases) the above goods and Buyer agrees to execute a security agreement and note on the forms in current use by Seller.
 Payable as Follows: _____ monthly payments of \$ _____ each with first payment due on / / delivery and monthly thereafter except _____

RPO- Rental Purchase Option: 100% of PAID invoices to apply toward the purchase price. Interest during rent is charged at current prime rate + 3% on unpaid balance. Repairs and mileage incurred during rental that are not covered by warranty will be added to the sale at time of conversion.
 I hereby agree to be invoiced for the purchase of this machine the latter 30 days following the last rental invoice or / / according to the Rental Purchase terms
 Please Initial: _____

AUTHORIZED SIGNATURES
 Acceptance Recommended By Salesman: Quint Bennett
 Accepted this 1st day of September 2020
 by Altorfer _____
 Customer Signature _____
 Title _____
 Customer Print Name _____

This order is subject to the attached terms and conditions

DATA GOVERNANCE CONSENT

The Data Governance Statement attached as Appendix A describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated workites—for example Cat® Connect and other digital offerings. Please review the Caterpillar Data Governance Statement (also available at www.cat.com/data_governance_statement) regularly and with care. If Caterpillar updates the Caterpillar Data Governance Statement, Caterpillar may notify you as indicated in the Data Governance Statement.

I acknowledge and agree:

- That I have read, understand and consent to this Data Governance Consent Form and Caterpillar's Data Governance Statement;
- That I hereby grant to Caterpillar and its affiliates (as defined in the Data Governance Statement), and each of their respective licensors, service providers, suppliers, subcontractors and distributors, a non-exclusive, worldwide, perpetual, paid-up, right and license, including the right to grant and authorize sublicensees through multiple levels, to access, use, process, manipulate, modify, compile with other data or works and/or create derivative works of, in accordance with the Data Governance Statement, any and all information that is collected, transmitted or further processed in accordance with the Data Governance Statement; that the foregoing grant is made notwithstanding any more limited rights granted in any other agreements or understandings, including in any product manuals and other documentation related to Assets (as defined in the Data Governance Statement);
- That, to the extent not prohibited by applicable law, Caterpillar may, from time to time, remotely access and program telematics or other devices installed on Assets, for any purpose including by way of example, (a) to install, or cause to be installed, updates and upgrades to software, firmware, or operating systems (for example, to enhance safety, security or improve operation of Assets) or (b) to introduce new features, and/or change the type and frequency of data transmitted through telematics devices (for example, to conduct remote troubleshooting and/or provide increased customer value); that, Caterpillar cannot guarantee that user preferences and configuration settings will be preserved following such an update, whether performed remotely or otherwise; that, to the extent not prohibited by applicable law, Caterpillar may perform such activities without further notification; and that I may withdraw my consent to the installation of updates and upgrades at any time, or make other related requests to Caterpillar, by contacting Caterpillar at CatConnectSupport@cat.com.

In the event that you transfer ownership, lease, use, or operation of any Assets, you should (i) notify the next owner, leaseholder, user or operator of such Assets of the terms of this Data Governance Consent Form and (ii) notify your dealer that you have transferred ownership, lease, use, or operation of the Assets and identify the person or entity to whom ownership, lease, use, or operation has been transferred.

By signing below I voluntarily consent and agree to this Data Governance Consent Form:

Company _____ Represented by (Name) _____
 Signature _____ Date _____

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. **NEW WARRANTY.** New Caterpillar products are sold subject to the terms of the applicable warranty. Copies of the warranty applicable to this purchase are attached hereto and the customer, by initiating below, acknowledges the receipt of the listed warranties.

Initials	Form	Date	Initials	Form	Date
	Self 5070				
	Self 5069 (Century Line)				

2. **USED WARRANTY.** Dealer guarantees a used machine against mechanical failure for a period of _____ days or _____ service meter hours (whichever comes first) as set out below. Dealer will pay _____% and the Customer _____% of the cost of repairs.

- a. Warranty covers both parts and labor necessary to repair an inoperative machine.
- b. Dealer and Customer will share the cost of such repairs (including replacement parts, labor, service expense and mileage as required) in the proportion shown above.
- c. Customer agrees to promptly report to Dealer any mechanical failures that occur during the term of this agreement, and to make the machine available on request to Dealer during its regular daytime working hours; if the Customer desires the work done outside of regular hours, Customer agrees to pay the difference between standard rates and overtime rates in effect at that time.
- d. Warranty period begins on the date of delivery of the machine to the Customer.
- e. Warranty does not cover expendable items such as glass, tires, cable, hoses, cutting edges, filters, oils, grease, electrical equipment, batteries, etc.
- f. Dealer reserves the right to inspect the machine at any time, and to refuse any claim resulting from negligence or abuse.
- g. All repair work is to be performed by Dealer except as otherwise authorized by Dealer.
- h. IF THE PARTICIPATION IN COST OF REPAIRS OF DEALER IS SHOWN AS "NONE," THE MACHINE IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, AND AT THE CUSTOMER'S ENTIRE RISK AND RESPONSIBILITY.

THE ABOVE WARRANTIES, IF ANY, ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED; THERE IS NO WARRANTY OF MERCHANTABILITY; THERE IS NO WARRANTY THAT THE EQUIPMENT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR USE; NO WARRANTIES EXTEND BEYOND THE DESCRIPTIONS CONTAINED HEREIN.

3. **CONDITION OF TRADE-IN.** If, in the opinion of the Dealer, the mechanical condition of the trade-in (if any) is substantially different when it is turned over to the Dealer than it was when this Purchase Order was signed, the Dealer reserves the right to request that the trade-in allowance figure be reevaluated.

4. **TITLE WARRANTY.** Dealer warrants full and complete title to the goods which are subject to this agreement (including the warranty that (a) the Dealer has good title to the goods; (b) the Dealer has the right to convey title to the goods; (c) the goods sold shall be free and clear of encumbrances, security interests, liens and charges.

5. **ACCEPTANCE.** Goods sold pursuant to this agreement shall be inspected by the Customer upon arrival and any use of the goods for purposes other than inspection and testing during this period shall constitute an acceptance. If the goods fail to conform to the agreement in any way, the Customer shall notify the Dealer within five (5) days of arrival and failing such notification the goods shall be deemed to have been accepted.

6. **FORCE MAJEURE.** The Dealer shall not be responsible for any delay of other failure to perform caused by reason of strikes, lockouts, or other labor difficulties or by material shortages, fires, floods, and other acts of God, accidents, embargoes, acts of war, conditions caused by a national emergency, any rule, order or regulations of any governmental body or agency, delays of subcontractors, or by reason of any other act beyond the reasonable control of Dealer, and Dealer's time for performance shall be extended accordingly. If delivery is delayed or interrupted for any such cause, Dealer may store the equipment at Customer's expense and risk and if on premises controlled by Dealer, may charge therefor at a rate similar to that charged by a public warehouse. Any such storage be deemed delivery for the purpose of this agreement.

7. This agreement shall be construed under the laws of the State of Iowa and the United States of America. The courts of such state shall have exclusive jurisdiction over all controversies arising out of or in connection with this agreement. It is understood, however, that if any portion of this agreement is prohibited or contrary to the laws of any County, State, Province or other political subdivision in which it is used or to which it is made applicable, it shall, as to said County, State, Province or other political subdivision be ineffective and void to the extent of such prohibition or illegality without invalidating any of its remaining provisions, and to this end the provisions and clauses of this agreement are declared to be severable.

8. Any taxes or import duties imposed by the laws of any County, Dominion, State, Territory, Province, Municipality or other authority, which Dealer may be required to pay or to reimburse to others by reason of their manufacture, ownership, use or sale of any goods delivered under this agreement, will be added to the price of the goods either as a separate item or included in the invoice price of the goods, as the law may require or Dealer may determine.

9. This agreement is not subject to cancellation or to change unless requested by the Customer and accepted in writing by the Dealer. In the event of any such cancellations, the Customer shall pay the Dealer within 30 days of such cancellation reasonable costs and all other expense incurred by Dealer prior to receipt of the request for cancellation (including but not limited to engineering expenses and all commitments to its suppliers, sub-contractors, and others) plus an amount equal to fifteen percent (15%) of the total of the foregoing.

10. Any payments agreed to by the Customer and not fulfilled by the Customer on the date promised, shall be subject to a late payment penalty of 1.5% interest per month (18% per year). The minimum penalty shall be \$2.00 per month. This charge will continue until the amount and interest are paid in full.

11. Purchaser is hereby notified that Altorfer Rents has assigned to CATD Exchange Services, LLC, acting in its capacity as a Qualified Intermediary, its rights (including its rights with respect to all money and any trade-ins, but none of its obligations) with respect to the sale of this equipment. Payment must be made to "CATD ES as QI for Altorfer Rents" and mailed to Altorfer Rents, P.O. Box 1347, Cedar Rapids, IA 52406.

12. **REMEDIES.** The rights and remedies of the Dealer shall not be exclusive but shall be cumulative and in addition to any other rights and remedies provided by any and all clauses of this Purchase Order and to all other rights and remedies in law or equity.

13. **ALTORFER IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY OR DAMAGES OF ANY NATURE, PERSONAL OR PROPERTY, SUFFERED OR SUSTAINED IN THE OPERATION OF THE EQUIPMENT OR RESULTING FROM FAILURE OR INADEQUACY OF THE EQUIPMENT OR ITS COMPONENTS, AND THAT ALTORFER SHALL NOT BE DEEMED OR HELD OBLIGATED, LIABLE OR ACCOUNTABLE UPON OR UNDER ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FORM BEYOND THE AGREEMENTS OF SUB-PARAGRAPHS 1 OR 2 THIS AGREEMENT.**

14. Any action of any type by any party to this Agreement relating to this Agreement, whether such action be for breach of contract, breach of warranty, in tort or under any other legal theory, must be commenced within two (2) years of accrual of the cause of action.

15. Customer agrees that this agreement can be filed as public notice of a lien in favor of Altorfer Inc. This filing will be made with the competent agency as designated by law. Customer affirms that this agreement creates a lien in favor of Altorfer Inc.

16. **EFFECTIVE DATE OF AGREEMENT.** This agreement must be approved and signed by an authorized officer/agent of Altorfer before any of its terms or conditions are valid.

17. **Bill of Sale** - the customer hereby certifies that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is their sole and absolute property.



GIS SERVICES AGREEMENT

This GIS SERVICES AGREEMENT (hereafter "Contract") is entered between City of Rock Falls (hereafter "Client") and Cloudpoint Geographics, Inc. (hereafter "Cloudpoint"). Said GIS services will be available following city departments under this contract: Electric, Fiber, Water, & Sewer Departments.

CONDITIONS. This Contract will not take effect, and Cloudpoint will have no obligation to provide any services, until Client returns a signed copy of this Contract.

SCOPE AND DUTIES. Cloudpoint agrees to provide Client with GIS support services as described in more detail on the "Managed GIS Services" documentation that is attached to this Contract. Client understands and agrees that additional services beyond those described on the attachment are not included in the scope of this Contract. Cloudpoint shall provide those services reasonably required to assist Client and shall take reasonable steps to keep Client informed of the progress of its services and to respond to Client's inquiries. Client shall keep Cloudpoint advised of any changes in Client's physical address, email address, telephone number or similar location and contact information.

REQUIREMENTS. Client agrees to provide the following requirements as part of this contract in order to meet the items specified in the scope of services.

- a) Client shall maintain and keep current all software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein
- b) Client shall maintain the necessary hardware devices to accomplish the tasks listed in the scope of services herein
- c) Cloudpoint will not be obligated to provide GIS support services for hardware/devices of Client that are more than five (5) years old.

FEES AND TERM. Client agrees to pay Cloudpoint for its services at the following rate (choose one):

\$ 6,550 per month with 1-yr agreement

\$ 6,250 per month with 2-yr agreement

\$ 5,950 per month with 3-yr agreement

The initial term of this Contract shall commence on Nov 1, 2020 and shall continue through and including _____, 20____, at which time the Contract shall conclude unless extended by mutual agreement of both Cloudpoint and Client. As described in more detail on the "Managed GIS Services" documentation that is attached to this Contract: (a) Client will be required to pay the difference of the remaining value of the contract in the event that this Contract is canceled by Client at any point after the initial ninety (90) days but before the end of the full term, and in any event, Client must provide Cloudpoint with not less than thirty (30) days' notice of Client's intention to cancel this Contract.

ADDITIONAL SERVICES. Client understands and agrees that, if Client desires additional GIS services from Cloudpoint or a separate project that falls outside of the scope listed herein, these services will be provided at the standard hourly billing rates as shown in the attached schedule of billing rates.

PAYMENT. The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.



INDEMNIFICATION: Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services including breach of any obligation under this Agreement, except to the extent caused by the negligent or intentional act or omission of the Indemnitee or its agents.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$100,000. Such causes included, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

EFFECTIVE DATE. This Contract shall take effect when Client has performed the conditions stated in Paragraph 1.

SIGNATURES. In witness thereof, CITY OF ROCK FALLS and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein on this _____ day of _____, _____ A.D.

_____ Signed	_____ Signed- Cloudpoint Geographics, Inc.
_____ Name	_____ Jonathan J. Hodel, P.E., GISP Name
_____ Title	_____ President Title
_____ Address	_____ 1407 W. Front St., PO Box 1017 Address
_____ City, State, Zip	_____ Roanoke, IL 61561 City, State, Zip



Managed GIS Services

Cloudpoint agrees to provide the following professional services as part of this agreement:

- GIS server maintenance (software updates, license management, etc)
- Coordination with Esri (GIS software vendor)
- Coordination with 3rd party software vendors requesting GIS access
- GIS data administration (data models)
- Bi-weekly syncing of GIS data layers with the Mapping server
- Maintain all active feature services & GIS layers as outlined in Attachment A (does not include GPS data collection by Cloudpoint staff)
- 24/7 remote GIS technical support for all departments
- Onsite visits- up to two (2) per month
- Departmental mapping requests (small projects requiring less than 4 hours)
- Support departmental data and software projects
- Periodic review of GIS uses within all departments
- Respond to digital data requests from outside entities
- Publish updates to web mapping applications
- Up to 8 hours per month of onsite or remote training for Client staff
- Correspondence with other agencies, such as the local county GIS office for obtaining or exchanging pertinent GIS data
- Administration of ArcGIS Online account (users, groups, and galleries)
- Administration of ArcGIS Enterprise Server(s) & Portal (permissions, setup, upgrades, etc.)
- Setup & deployment of ArcGIS mobile applications (Collector, Navigator, Workforce)
- Provide GIS training to end users on ArcGIS Desktop, ArcGIS Online, and various GIS web applications
- Provide links to helpful GIS resources such as videos, tutorials, and user documentation
- Creation of up to three (3) basic GIS web applications per year. Examples include:
 - Electric viewer dashboard
 - Water leaks dashboard
 - Fiber Network editor app
 - Sewer lining editor app
 - Mobile maps & apps for Collector or Survey123
- Routine GIS Updates - this consists of providing basic updates (adding and updating features) to the layers described in Attachment A.
 - Adding small sets of data received from consultants, contractors, developers, or others
 - Routine updates of utility features per drawings, sketches, CAD files, etc.
 - Updating imagery layer from County
 - Web Application updates
 - Collector Apps



- Routine layer maintenance is considered adding, editing, or removing individual features from the commonly used GIS layers.
- Other GIS projects to be prioritized accordingly by Client staff
- Larger tasks such as data collection, layer creation, data cleanup, and incorporating historical records will be handled as special projects under a separate contract.

ATTACHMENT A- CURRENT LAYERS IN ROCK FALLS GIS

Department, Layer name, & total number of features:

Electric Distribution

CapacitorBank	11
DownGuy	160
ElectricPoles	3917
Enclosures	129
FuseBank	304
Light	1383
MiscellaneousFeature	11
SecondaryPedestal	730
ServiceLocation	5413
Substation	3
SwitchBank	184
transformers_Bank	388
Empty_Duct	6
OH_Guy_Wire	10
PrimaryOHLineSection	474
PrimaryUGLineSection	417
SecondaryOHLineSection	4663
SecondaryUGLineSection	1867
Transmission34_5kV	11

Fiber Network

Fiber_GIS.DBO.FiberInterconnect	1
Fiber_GIS.DBO.FiberMarker	7
Fiber_GIS.DBO.Hub	2
Fiber_GIS.DBO.JULIE_Marking	19
Fiber_GIS.DBO.MissingFiberVaults	11
Fiber_GIS.DBO.PatchPanel	1
Fiber_GIS.DBO.Pedestal	1
Fiber_GIS.DBO.SpliceClosure	73
Fiber_GIS.DBO.StorageLoop0	
Fiber_GIS.DBO.Structure	190
Fiber_GIS.DBO.Terminal	168
Fiber_GIS.DBO.Conduit	30
Fiber_GIS.DBO.FiberCable	719
Fiber_GIS.DBO.FiberServiceDrop	0



Fiber_GIS.DBO.FiberHoods 26
Fiber_GIS.DBO.Phase1 1

Water Distribution

Water Curb Stop Valves 1072
Water Fittings 343
Water Hydrants 438
Water Main Crossing 2
Water Network Structures 6
Points of Interest 1
Water Sampling Stations 25
Water Service Connections 4167
Water System Valves 1349
Well Locations 23
Water Casings 13
Water Lateral Lines 4451
Water Mains 2333
Water Pressure Zones 5

Sewer (Sanitary and Storm)

Sewer Clean Outs 12
Sewer Control Valves 8
Sewer Manholes 909
Sewer Network Structures 15
Sewer System Valves 2
Sewer Vault1
Sewer Gravity Mains 931
Sewer Pressurized Mains 65
Storm Discharge Points 5
Storm Inlets 1263
Storm Manholes 476
Storm Gravity Mains 729
Storm Open Drains 7

Basemap/Misc.

Site Address Points 5617
Road Centerlines 945
Landforms 10
Facility Sites 11
Waterbodies 20



Easements 8
Owner Parcels 5694
Building Footprints 4381



ATTACHMENT B- STANDARD HOURLY BILLING RATES

Professional Services	Class	Unit	Rate
Principal	PR	Hr	\$185.00
Project Manager / Senior Professional	PM	Hr	\$165.00
GIS Analyst / Developer	GISA	Hr	\$155.00
Project Engineer / GISP	PE/GISP	Hr	\$140.00
GIS Specialist	GISS	Hr	\$125.00
GIS Technician-4	GIS4	Hr	\$130.00
GIS Technician-3	GIS3	Hr	\$110.00
GIS Technician-2	GIS2	Hr	\$95.00
GIS Technician-1	GIS1	Hr	\$75.00
Administrative / Intern	Admin	Hr	\$68.00
Custom Application Development	Dev	Hr	\$175.00

Agreement Number: 3092
Site Name: Hennepin Canal
Location Code: 50-2761-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20__, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR," and CITY OF ROCK FALLS, hereinafter referred to as "LICENSEE";

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described;
and

WHEREAS, the premises is not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Hennepin Canal, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

A tract of land designated as part of tract Nos. IM-328 and IM-329-1 located in the northeast quarter (NE1/4) and the southeast quarter (SE1/4) of section 27, township 21north, range 7 east of the 4th principal meridian, Whiteside County, Illinois, 5 feet each side of the centerline of a 10-foot right-of-way easement being described as

follows: Commencing at a point on the westerly right-of-way line of the Illinois and Mississippi Canal (said westerly right-of-way line also being the west line of the east half (E1/2) of said section 27) which is 24 feet southerly of the center of said section 27; thence north 89 degrees 53 minutes east of distance of 285 feet; thence north 44 degrees 53 minutes east a distance of 33.94 feet to the north line of the said SE1/4 of section 27; thence north 89 degrees 53 minutes east of the said north line a distance of 41 feet to the easterly right-of-way line of the said Illinois and Mississippi Canal, being the point of termination, containing 0.08 acre, more or less.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of five (5) years, beginning on the 1st day of February, 2021, ("Effective Date") and ending on the 31st day of January, 2026, ("Expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of Two Hundred Forty and no/100 Dollars (\$240) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

4 NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license Premises, including, without limitation, any leases, licenses, easements, liens, ownership interests or encumbrances in existence as of the date of this grant, and upon the terms and conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises for operation and maintenance of a water main and operation and maintenance of a sidewalk to be used for recreational purposes only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

6. RESTRICTIONS ON USE: LICENSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976,

42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

7. COMPLIANCE WITH LAWS: It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. Licensee shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

8. PROHIBITION ON ENCUMBRANCE: LICENSEE shall not allow or permit or give authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LICENSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LICENSEE's activity, LICENSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Capital Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions

of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LICENSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered "a net agreement." All operating costs will be paid by LICENSEE. LICENSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

E. Requests for LICENSEE improvements within or for the benefit of the space(s) allocated to LICENSEE shall be submitted to IDNR for approval in a timely manner. Payment of LICENSEE improvements shall solely be paid for by the LICENSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LICENSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use.

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement

with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14. INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.

15. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents, guests and invitees.

16. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 23 herein.

17 RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances of the Premises caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

18 RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the License. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set

forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LICENSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LICENSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LICENSEE's account is not construed to constitute a novation or a release of LICENSEE from further performance of its obligations under this Agreement.

21. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:	LICENSEE:
Department of Natural Resources	City of Rock Falls
Div. of Concession & Lease Management	Attn: Eric Arduini
One Natural Resources Way	603 West 10 th Street
Springfield, IL 62702-1271	Rock Falls, IL 61071
Telephone: 217/782-7940	Telephone: 815/622-1111

Emergency Contact: Tom Vandemore
Location: Sheffield, IL
Telephone: 815/454-2328

Emergency Contact:
Location:
Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

Agreement Number: 3092
Site Name: Hennepin Canal
Location Code: 50-2761-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of _____, 20__.

LICENSEE:

STATE OF ILLINOIS:

CITY OF ROCK FALLS

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR

Title: Director

Date: _____

By: Pam Gray, Division Manager
Division of Concession and Leases

BY: _____

Title: _____

SSN or FEIN No.

Agreement Number: 3092
Site Name: Hennepin Canal
Location Code: 50-2761-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of CITY OF ROCK FALLS,
(Lessee or Licensee -Company / Corporation / Municipality)

I certify that _____ is an authorized representative of
said

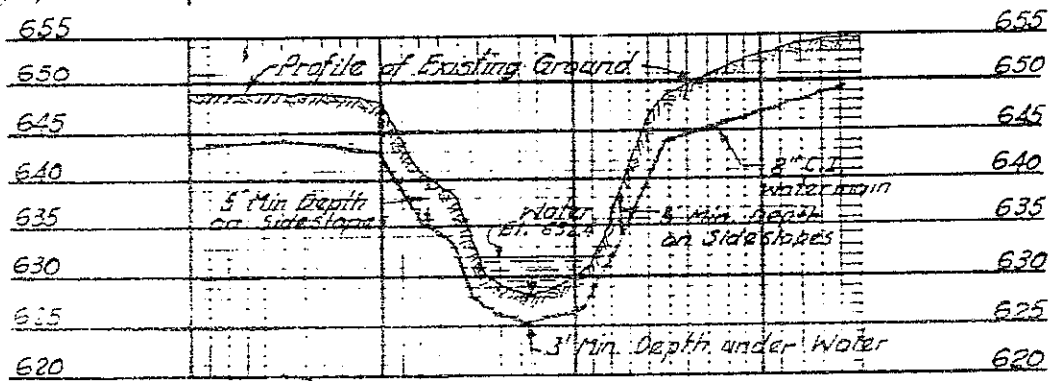
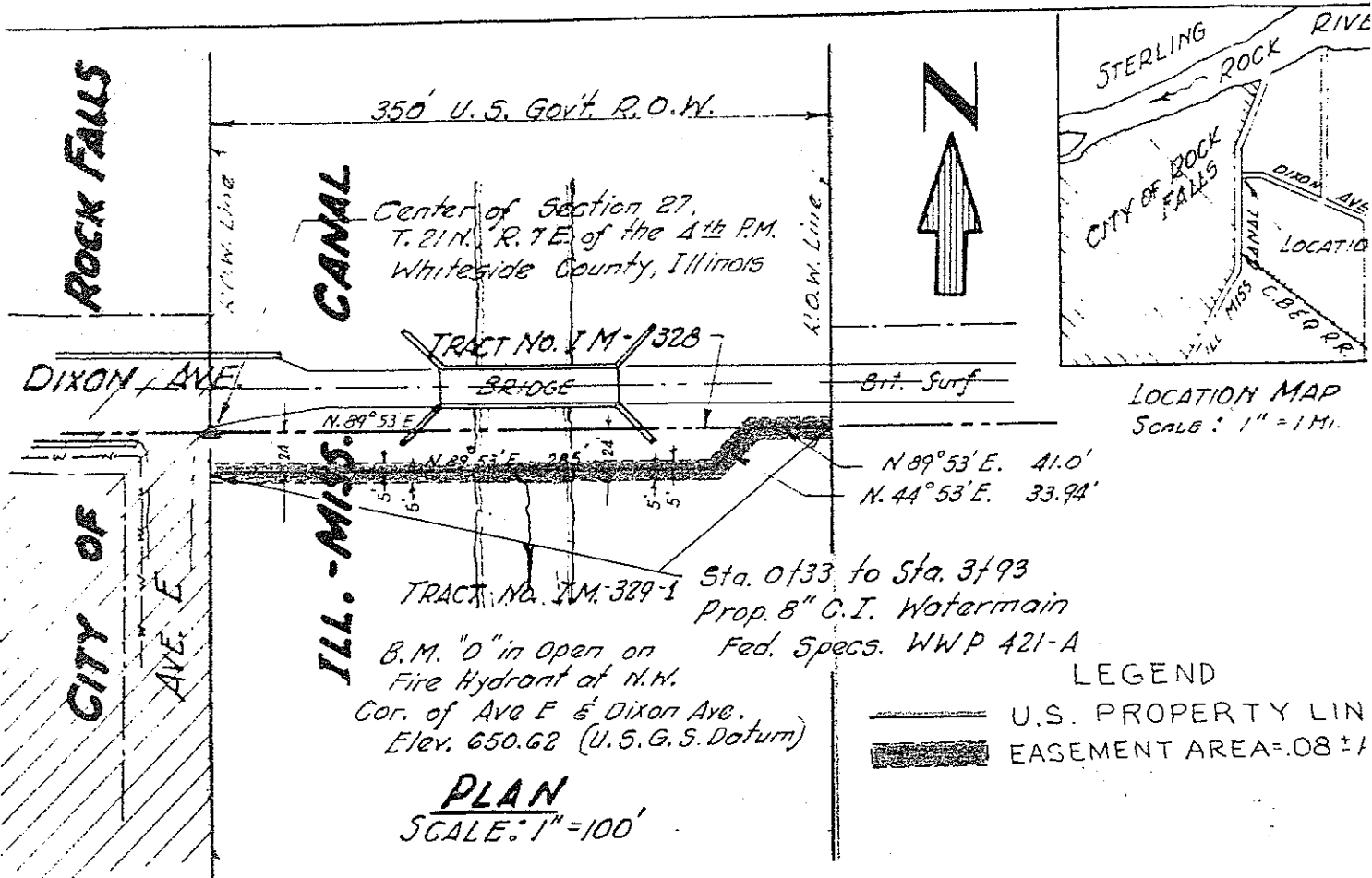
(Name of executive of official who will sign the agreement)

organization and is legally empowered to act on its behalf in executing this agreement.

Signed: _____
(Person affirming signature authority of above
official; must not be the same individual)

Title: _____

Date: _____



SECTION
 HORIZ. 1" = 100'
 VERT. 1" = 20'

**PROPOSED 8" WATERMAIN
 EXTENSION
 ON DIXON AVENUE
 EAST OF CITY OF ROCK FALL
 WHITESIDE CO., ILL.**

PREPARED BY
C. K. WILLETT,
 CONSULTING ENGINEER
 DIXON, ILLINOIS

APPLICATION BY
CITY OF ROCK FALLS
OCT. 7, 1960
 EXHIBIT B Rev. Nov. 15, 19

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE

Agreement Number: 3090
Site Name: Hennepin Canal
Location Code: 50-2761-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20__, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as “IDNR,” and CITY OF ROCK FALLS, hereinafter referred to as “LICENSEE”;

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described;
and

WHEREAS, the premises is not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Hennepin Canal, shown on the attached Exhibit B (hereinafter “Premises”), and legally described as follows:

A tract of land designated as a part of tract No. 329-1, situated in the county of Whiteside, State of Illinois, being part of the right of way land of the Illinois and Mississippi Feeder Canal, located in south-east quarter (SE1/4) of Section 27, Township 21 North, Range 7 East of the fourth principal meridian, and more particularly described as follows:

Beginning at a point of the west line of the SE1/4, said line also being the west line of the Illinois and Mississippi Feeder canal property, 1165 feet south of the NW corner of the said SE1/4, thence easterly parallel with the north line of said 1/4 section line 140 feet, thence southerly parallel with the said west 1/4 section line 40 feet, thence westerly parallel with the said north 1/4 section line 140 feet to the said west 1/4 section line, thence northerly along said 1/4 section line 40 feet to the point of beginning. The tract described contains 0.12 acre, more or less.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of five (5) years, beginning on the 1st day of February, 2021, ("Effective Date") and ending on the 31st day of January, 2026, ("Expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of Two Hundred Thirty and no/100 Dollars (\$230) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

4 NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license Premises, including, without limitation, any leases, licenses, easements, liens, ownership interests or encumbrances in existence as of the date of this grant, and upon the terms and conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises to operation and maintenance of a storm sewer pipe and outlet structure only, and such use is

subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

6. RESTRICTIONS ON USE: LICENSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

7. COMPLIANCE WITH LAWS: It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. Licensee shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

8. PROHIBITION ON ENCUMBRANCE: LICENSEE shall not allow or permit or give authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LICENSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LICENSEE's activity, LICENSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Capital Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises.

IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LICENSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered “a net agreement.” All operating costs will be paid by LICENSEE. LICENSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE’S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten

days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

E. Requests for LICENSEE improvements within or for the benefit of the space(s) allocated to LICENSEE shall be submitted to IDNR for approval in a timely manner. Payment of LICENSEE improvements shall solely be paid for by the LICENSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LICENSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use.

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14 INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.

15. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents, guests and invitees.

16. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall

have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 23 herein.

17 RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances of the Premises caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

18 RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the License. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LICENSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent

of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LICENSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LICENSEE's account is not construed to constitute a novation or a release of LICENSEE from further performance of its obligations under this Agreement.

21. SUPERSESSSION: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:	LICENSEE:
Department of Natural Resources	City of Rock Falls
Div. of Concession & Lease Management	Attn: Eric Arduini
One Natural Resources Way	603 West 10 th Street
Springfield, IL 62702-1271	Rock Falls, IL 61071
Telephone: 217/782-7940	Telephone: 815/622-1100
Emergency Contact: Tom Vandemore	Emergency Contact:
Location: Sheffield, IL	Location:
Telephone: 815/454-2328	Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly,

Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

Agreement Number: 3090
Site Name: Hennepin Canal
Location Code: 50-2761-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of _____, 20__.

LICENSEE:

STATE OF ILLINOIS:

CITY OF ROCK FALLS

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR

Title: Director

Date: _____

By: Pam Gray, Division Manager
Division of Concession and Leases

BY: _____

Title: _____

SSN or FEIN No.

Agreement Number: 3090
Site Name: Hennepin Canal
Location Code: 50-2761-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of CITY OF ROCK FALLS,
(Lessee or Licensee -Company / Corporation / Municipality)

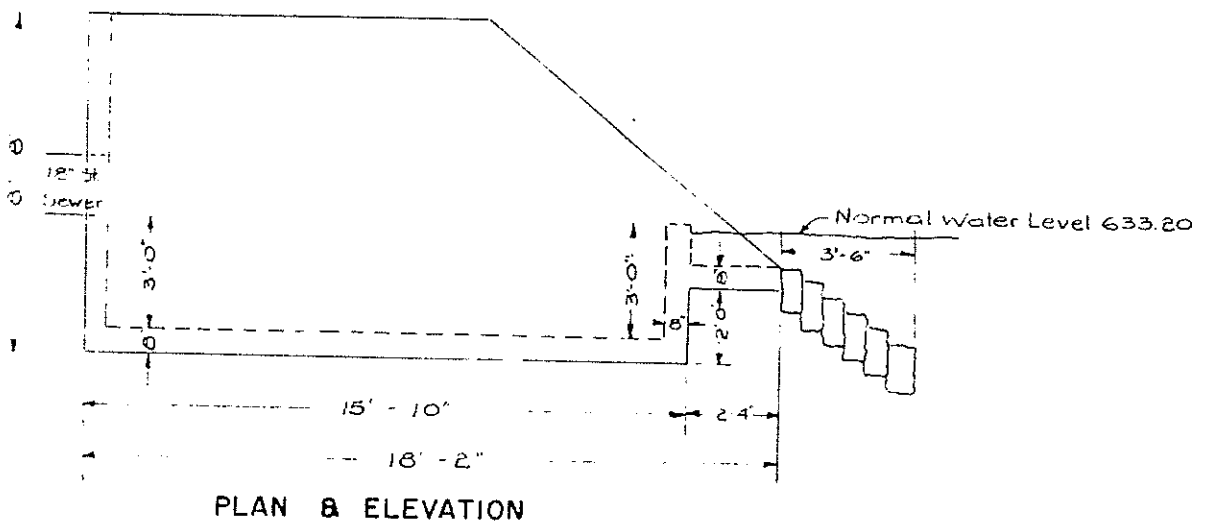
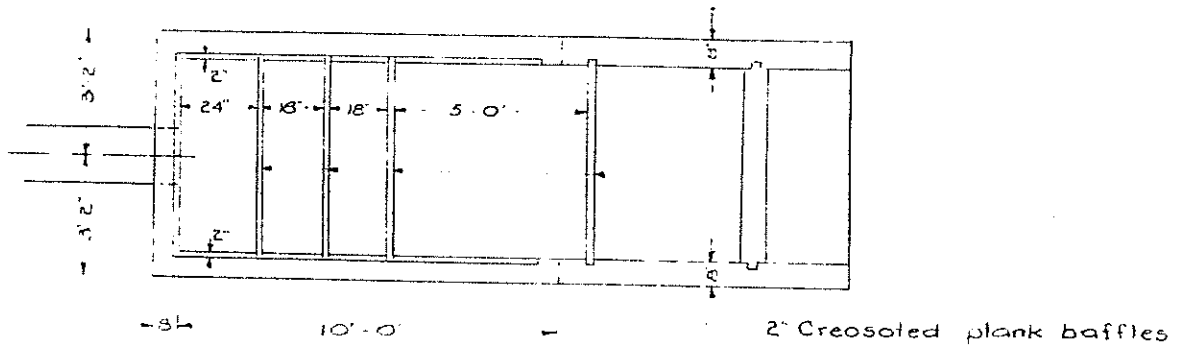
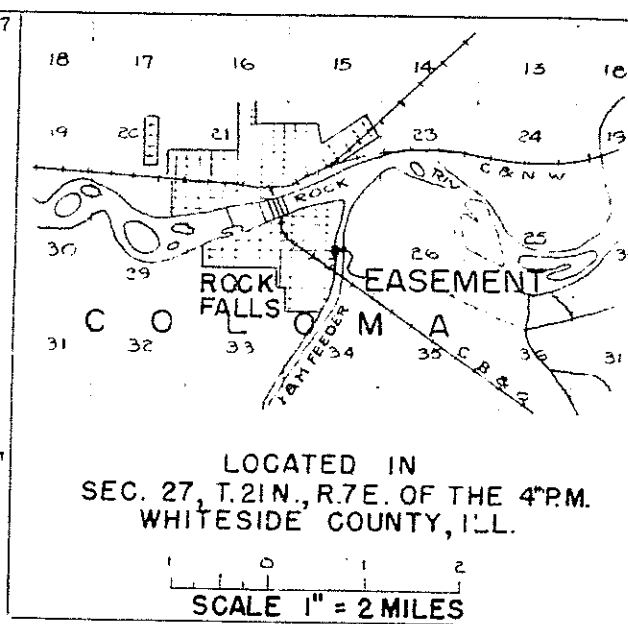
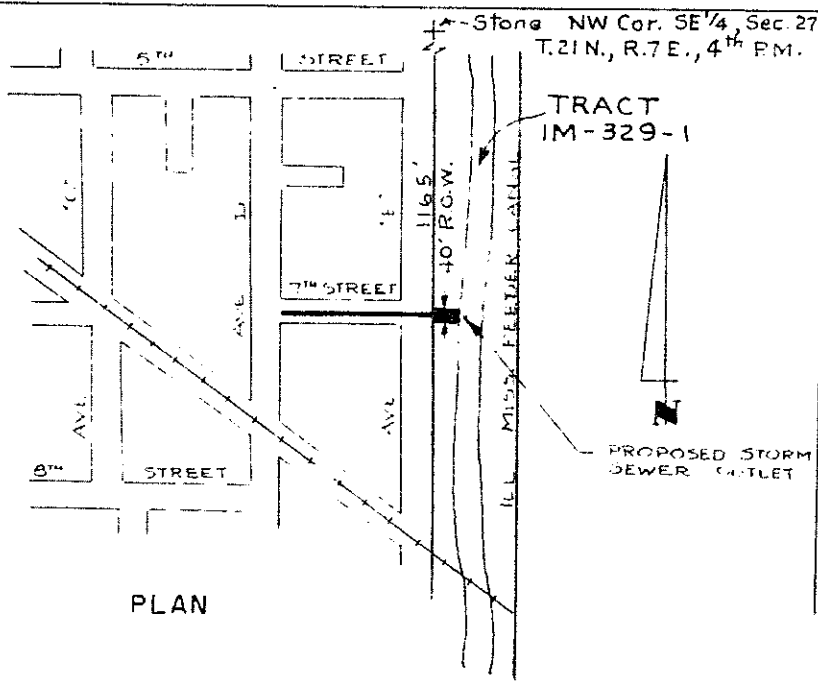
I certify that _____ is an authorized representative of
said
(Name of executive of official who will sign the agreement)

organization and is legally empowered to act on its behalf in executing this agreement.

Signed: _____
(Person affirming signature authority of above
official; must not be the same individual)

Title: _____

Date: _____



ILLINOIS & MISSISSIPPI
CANAL-FEEDER
ROCK FALLS, ILLINOIS
EASEMENT FOR STORM SEWER
EXHIBIT "B"

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

AGENCY

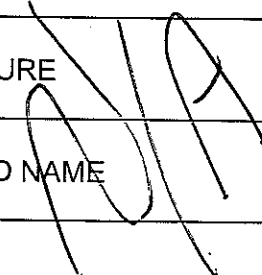
SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE



PRINTED NAME

TITLE