

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin D. Blackert
815-564-1366



City Clerk
Eric Arduini
815-622-1104

City Treasurer
Kay Abner
815-622-1100

City Council Agenda Rock Falls Council Chambers April 2, 2019 6:30 p.m.

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

Audience Requests:

Community Affairs:

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

Consent Agenda:

1. Approval of the Minutes of the March 19, 2019 Regular Council Meeting.
2. Approval of bills as presented.

Ordinance First Reading:

1. Ordinance 2019-2418 - City of Rock Falls Zoning Map - 2019
2. Ordinance 2019-2419 - Amending Chapter 4, Article 1, Section 4-8 for Hobby Beekeeping

Ordinance Second Reading / Adoption:

1. Adoption of Ordinance 2019-2415 - Tax Abatement \$9,200,000 GO Bond Series 2018A - Electric System Alternate Revenue Source
2. Adoption of Ordinance 2019-2416 - Tax Abatement \$1,200,000 GO Bond Series 2018B - Waterworks System Alternate Revenue Source
3. Adoption of Ordinance 2019-2417 - Tax Abatement \$1,200,000 GO Bond Series 2018C - Sewerage System Alternate Revenue Source

City Administrator Robbin Blackert:

1. 1st Reading of the Fiscal Year 2020 City of Rock Falls Budget

Information/Correspondence:

Eric Arduini, City Clerk
James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads:

Alderman Reports/Committee Chairman Requests:

Ward 1

Alderman Daehle Reitzel

Alderman Bill Wangelin

Ward 2

Alderman Glen Kuhlemier - Finance Committee Chairman

1. Approve moving the 457 Plan to Midwestern Securities Trading Company, LLC through Sauk Valley Bank Investment Services
2. Approve the Municipal Insurance Cooperative Agency Premium for Fiscal Year 2020
3. Approve revised language in the Purchasing Policy Manual regarding the Certified Payroll Requirements

Alderman Brian Snow - Building Code Committee Chairman

Ward 3

Alderman Jim Schuneman - Utilities Committee Chairman

1. Approve purchase and installation of air compressor by RUYLE, 201 Spring Street, Suite B, Peoria IL 61603 in the amount of \$13,900.00
2. Award Schmitt Addition boring to Pirtano, 1766 Armitage Court, Addison IL 60101 in the amount of \$25,025.00
3. Award ComEd ROW boring to Pirtano, 1766 Armitage Court, Addison IL 60101 in the amount of \$48,262.00
4. Approve Purchase Power Adjustment at 0.00343 for Fiscal Year 2020
5. Approve renewal of License No. 3089 for a 5 year term in the amount of \$1,100.00 with the Illinois Department of Natural Resources for electric power lines over the Hennepin canal

Alderman Rod Kleckler

Ward 4

Alderman Lee Folsom

Alderman Violet Sobottka

Mayor's Report:

Executive Session:

1. Personnel - Section 2(c)(1) Employee hiring, firing, compensation, discipline and performance
2. Collective Bargaining - Section 2(c)(2) Collective negotiating matters and deliberations concerning salary schedules

Any action taken from Executive Session:

Adjournment:

Next City Council Meeting 04-16-2019

Posted 3-29-2019

Michelle Conklin, Deputy City Clerk

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

March 19, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. March 19, 2019 in the Council Chambers of Rock Falls by Mayor William B. Wescott.

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

Consent Agenda:

The consent agenda numbers 1 through 3 was read aloud by Deputy City Clerk Michelle Conklin, item 4 was removed for further discussion.

1. Approval of the Minutes of the March 5, 2019 Regular City Council Meeting
2. Approval of Bills as presented
3. Approval of the recommendation from the Planning and Zoning Commission for the zoning variance request from D & R Investments for a subdivision of 1201-1203 Prophet Road and 604-606 12th Avenue, Rock Falls, IL

A motion was made by Alderman Folsom and second by Alderman Sobottka to approve numbers 1 through 3 of the consent agenda.

Vote 8 aye, motion carried

Alderman Klecker stated that he would like a letter of no objection sent to the Whiteside County Zoning Board stating that the City of Rock Falls approved of the zoning change and had no objections.

4. Approval of the recommendation from the Planning and Zoning Commission for the zoning change request from R-2 to B-32 for Kim Thome & Bruce Willett for property located at 2000 E Route 30, Rock Falls, IL

A motion was made by Alderman Klecker and second by Alderman Kuhlemier to approve number 4 of the consent agenda and send a letter to Whiteside County Zoning Board.

Vote 8 aye, motion carried

City Administrator Robbin Blackert:

City Administrator Blackert informed the Council members that there is a Finance Committee meeting scheduled for Friday March 29th at 8:00 a.m. for the FY 2020 Budget review. Administrator Blackert encouraged all Aldermen to attend the meeting.

Department Heads:

Fiber Operations Manager Wayne Shafer addressed the Council and said that the Fibernet deployment Phase 1 is now complete. There are going to be informational public meetings held on March 27 and April 24 at 2:00 p.m. and 5:30 p.m. on both days.

Alderman Reports/Committee Chairman Requests:

A motion was made by Alderman Reitzel and second by Alderman Schuneman to approve Resolution 2019-820 Resolution for Improvement Under the Illinois Highway Code for the reconstruction of Dixon Avenue, FAU Route 5560.

Vote 8 aye, motion carried

Alderman Wangelin reminded everyone that yard waste pickup would be starting on April 1, 2019.

Alderman Kuhlemier informed the City Council that Georgia Sodawasser just celebrated her 90th birthday, she is the wife of the late Alderman Al Sodawasser.

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to approve the RB&W District Event Permit Application for the Taste of Fiesta on September 21, 2019.

Vote 8 aye, motion carried

Alderman Kleckler congratulated Andrew Tribley on winning the Rock Falls Chamber of Commerce's Shoulder to the Wheel Award.

Mayor's Report:

A motion was made by Alderman Snow and second by Alderman Folsom to approve the Proclamation Proclaiming April 4, 2019 as "Junior Achievement Day" in the City of Rock Falls, celebrating JA USA's 100th Anniversary.

Vote 8 aye, motion carried

Executive Session:

A motion was made by Alderman Snow and second by Alderman Folsom to enter into Executive Session for:

1. Personnel - Section 2(c)(1) Employee hiring, firing, compensation, discipline or performance.
2. Collective Bargaining - Section 2(c)(2)

Vote 8 aye, motion carried (6:42 p.m.)

A motion was made by Alderman Snow and second by Alderman Sobottka to return to regular session.

Vote 8 aye, motion carried (7:04 p.m.)

A motion was made by Alderman Snow and second by Alderman Wangelin to accept the recommendation of the Personnel Committee and proceed with the termination of employee Jeff Wyatt.

Vote 8 aye, motion carried

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

Viva Voce Vote, motion carried (7:07 p.m.)

Michelle K Conklin
Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois April 2, 2019

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

Tourism		\$4,052.96
General Fund		\$19,987.90
Tax Increment Financing		
Electric		\$133,091.44
Fiber Optic/Broadband	Taxable	\$7,014.25
Fiber Optic/Broadband	Tax Exempt	\$12,882.98
Sewer		\$467,096.39
Water		\$40,241.89
Garbage		\$82.50
Customer Service Center		\$1,085.73
Drug Fund		\$209.93
Safe Passage		\$200.00
Customer Utility Deposits		<u>\$815.34</u>
		\$686,761.31

Alderman Kuhlemier

Alderman Kleckler

DATE: 03/21/19
TIME: 14:23:06
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/22/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS	4,989.56	7.60
5015	CARD SERVICE CENTER	62,070.62	983.23
5032	COMCAST	9,723.54	4.80
771	PINNEY PRINTING CO	5,613.00	735.98
T0001402	FRATERNAL ORDER OF EAGLES	700.00	750.00
	TOURISM		2,481.61
GENERAL FUND			
01	ADMINISTRATION		
4834	GARY R CAMPBELL	205.80	50.95
5032	COMCAST	9,723.54	4.80
	ADMINISTRATION		55.75
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS	4,989.56	1.60
5032	COMCAST	9,723.54	2.40
	CITY ADMINISTRATOR		4.00
04	BUILDING		
172	CITY OF ROCK FALLS	4,989.56	37.20
5015	CARD SERVICE CENTER	62,070.62	155.76
5032	COMCAST	9,723.54	9.61
795	SBM BUSINESS EQUIPMENT CENTER	15,255.68	73.39
	BUILDING		275.96
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS	4,989.56	213.70
5015	CARD SERVICE CENTER	62,070.62	31.86
5032	COMCAST	9,723.54	9.61
	CITY CLERK'S OFFICE		255.17

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CITY OF ROCK FALLS
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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1448	IL DEPT OF INNOVATION &	3,984.30	398.43
172	CITY OF ROCK FALLS	4,989.56	68.85
2380	AUTOZONE	380.60	40.92
2880	MARK DAVIS		148.45
4368	JEREMY VONDRA	496.12	50.08
4796	VERIZON WIRELESS	14,951.45	280.50
5015	CARD SERVICE CENTER	62,070.62	1,218.74
5032	COMCAST	9,723.54	74.39
655	NW IL CRIMINAL JUSTICE COMM	1,912.68	2,008.31
956	UNIFORM DEN INC	3,583.03	408.88
	POLICE		4,697.55
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	4,989.56	56.30
4929	TIMOTHY J SLAVIN	6,525.00	725.00
	CODE HEARING DEPARTMENT		781.30
10	STREET		
2087	CHEMSEARCH	3,530.11	219.07
4207	O'REILLY AUTOMOTIVE INC	5,759.77	198.81
5032	COMCAST	9,723.54	4.80
55	ARAMARK UNIFORM SERVICES, INC.	11,912.37	225.10
852	S.J. SMITH CO INC	1,295.22	115.75
T0002936	TECHNO PLY LTD	3,879.24	1,293.08
	STREET		2,056.61
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING	1,125.67	131.96
5015	CARD SERVICE CENTER	62,070.62	257.16
	PUBLIC PROPERTY		389.12
13	FIRE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
13	FIRE		
172	CITY OF ROCK FALLS	4,989.56	4.50
2301	STERLING NAPA	5,152.95	66.90
325	FOSTER COACH SALES	59.60	31.08
4207	O'REILLY AUTOMOTIVE INC	5,759.77	12.98
4385	DINGES FIRE COMPANY	8,029.02	430.92
4559	CHUCK'S COMPRESSORS INC	1,606.00	601.50
5015	CARD SERVICE CENTER	62,070.62	1,268.25
5032	COMCAST	9,723.54	36.72
T0003247	IFSAP		10.00
T0005094	SCHMITZ JANITORIAL SUPPLY		93.00
	FIRE		2,555.85
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
110	BONNELL INDUSTRIES, INC.	18,856.05	897.50
1279	WILCO RENTAL	1,308.82	37.86
172	CITY OF ROCK FALLS	4,989.56	4.50
2910	SCHWEITZER ENGINEERING		450.00
4207	O'REILLY AUTOMOTIVE INC	5,759.77	23.98
4215	POWER LINE SUPPLY	21,918.28	15,012.00
423	AT&T	18,001.45	172.35
4620	TRI-COUNTY OPP COUNCIL	1,179.66	395.50
4626	ENGEL ELECTRIC CO.	33,197.11	569.74
5008	POWER SYSTEM ENGINEERING INC	87,703.90	437.50
5012	MEREMA BROTHERS, INC.		3,220.63
5015	CARD SERVICE CENTER	62,070.62	9,976.48
5032	COMCAST	9,723.54	24.02
5188	ALTEC CAPITAL SERVICES, LLC		49,375.00
5199	SUPERIOR PNEUMATIC AND		368.30
T0004250	WILLIAM J & CHRISTINA EKQUIST		6,000.00
	OPERATION & MAINTENANCE		86,965.36
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
194	GRUMMERT'S HARDWARE - R.F.	5,702.27	87.16
2451	MENARDS	6,314.41	147.47
5015	CARD SERVICE CENTER	62,070.62	91.41
5200	WALKER & ASSOCIATES, INC.	404,129.74	1,260.00

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INVOICES DUE ON/BEFORE 03/22/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

FIBER OPTIC 23	BROADBAND/TAXABLE FIBER OPTIC BROADBAND/TAXABLE		
5244	MINDFIRE COMMUNICATIONS	15,655.17	4,771.98
	FIBER OPTIC BROADBAND/TAXABLE		6,358.02
FIBER OPTIC 24	BROADBAND/TXEXEMPT FIBER OPTIC BROADBAND/TXEXEMPT		
5224	TACHYON FIBER DESIGN LLC	173,748.02	12,882.98
	FIBER OPTIC BROADBAND/TXEXEMPT		12,882.98
SEWER FUND 30	SEWER		
5055	COMED REAL ESTATE	9,991.14	2,500.00
	SEWER		2,500.00
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	123,564.85	1,191.01
172	CITY OF ROCK FALLS	4,989.56	15.75
200	COM ED	2,563.39	148.32
423	AT&T	18,001.45	850.46
4684	SCHMITT PLUMBING & HEATING INC	14,432.45	2,681.50
4796	VERIZON WIRELESS	14,951.45	163.68
5015	CARD SERVICE CENTER	62,070.62	47.33
5032	COMCAST	9,723.54	16.82
651	NICOR	54,995.01	8,196.99
	OPERATION & MAINTENANCE		13,311.86
WATER FUND 40	WATER		
5055	COMED REAL ESTATE	9,991.14	2,500.00
	WATER		2,500.00

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS	4,989.56	7.95
194	GRUMMERT'S HARDWARE - R.F.	5,702.27	116.29
2631	HOUSE'S TRUCK & AUTO REPAIR	16,542.11	86.00
367	HACH COMPANY	2,322.81	209.90
4207	O'REILLY AUTOMOTIVE INC	5,759.77	64.34
4361	FERGUSON WATERWORKS #2516	76,707.41	7,999.92
4385	DINGES FIRE COMPANY	8,029.02	295.20
4647	EKQUIST TRAILER SALES		16.94
5015	CARD SERVICE CENTER	62,070.62	152.00
5032	COMCAST	9,723.54	12.01
5143	HAWKINS, INC	332.23	2,035.64
55	ARAMARK UNIFORM SERVICES, INC.	11,912.37	99.15
67	B & D SUPPLY CO.	984.66	7.04
	OPERATION & MAINTENANCE		11,102.38
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS	4,989.56	90.60
5032	COMCAST	9,723.54	16.82
771	PINNEY PRINTING CO	5,613.00	398.00
	CUSTOMER SERVICE CENTER		505.42
DRUG FUND			
56	DRUG ABUSE		
T0000686	CANDLELIGHT INN, INC.	1,148.50	209.93
	DRUG ABUSE		209.93
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
	CUSTOMER UTILITY DEPOSITS		184.72
	TOTAL ALL DEPARTMENTS		150,073.59

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	2,711.71	23.18
2528	LAMAR ADVERTISING COMPANY	17,772.00	1,462.00
2985	WALMART COMMUNITY/SYNCB	6,336.51	6.81
5032	COMCAST	9,940.34	5.29
5178	COMCAST BUSINESS	2,786.49	18.94
5239	SNAIL MAIL LOGISTICS	1,452.60	55.13
	TOURISM		1,571.35
GENERAL FUND			
01	ADMINISTRATION		
4310	PITNEY BOWES	4,519.00	503.50
4331	CIRCUIT CLERK OF LEE COUNTY	8,783.00	900.00
4333	CIRCUIT CLERK OF OGLE COUNTY	2,517.00	500.00
5032	COMCAST	9,940.34	5.29
5178	COMCAST BUSINESS	2,786.49	18.94
	ADMINISTRATION		1,927.73
02	CITY ADMINISTRATOR		
5032	COMCAST	9,940.34	2.65
5178	COMCAST BUSINESS	2,786.49	18.94
	CITY ADMINISTRATOR		21.59
04	BUILDING		
5032	COMCAST	9,940.34	10.58
5178	COMCAST BUSINESS	2,786.49	37.92
T0005101	JEFF WYATT		138.80
	BUILDING		187.30
05	CITY CLERK'S OFFICE		
5032	COMCAST	9,940.34	10.57
5178	COMCAST BUSINESS	2,786.49	37.95
	CITY CLERK'S OFFICE		48.52

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
194	GRUMMERT'S HARDWARE - R.F.	5,905.72	26.88
2880	MARK DAVIS	148.45	86.21
350	GISI BROS. INC.	8,979.11	255.90
5032	COMCAST	9,940.34	88.27
5157	MATTHEW MCKANNA	226.72	449.18
5178	COMCAST BUSINESS	2,786.49	75.77
55	ARAMARK UNIFORM SERVICES, INC.	12,236.62	88.30
795	SBM BUSINESS EQUIPMENT CENTER	15,329.07	130.81
829	SELF HELP ENTERPRISE	275.00	212.00
T0004412	PHYSICIANS IMMEDIATE CARE	794.00	93.00
	POLICE		1,506.32
10	STREET		
2771	WINDSTREAM	3,416.77	84.56
2985	WALMART COMMUNITY/SYNCB	6,336.51	71.72
4796	VERIZON WIRELESS	15,395.63	63.57
5032	COMCAST	9,940.34	5.29
5178	COMCAST BUSINESS	2,786.49	18.94
	STREET		244.08
12	PUBLIC PROPERTY		
423	AT&T	19,024.26	410.52
4578	STERLING COMMERCIAL ROOFING	236.00	3,870.00
533	ELECTRONICS, INC.	7,919.22	418.50
	PUBLIC PROPERTY		4,699.02
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	5,905.72	63.93
5032	COMCAST	9,940.34	18.52
5178	COMCAST BUSINESS	2,786.49	56.83
	FIRE		139.28

BUILDING CODE DEMOLITION FUND

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 03/29/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	23,137.17	95.55
	BUILDING CODE DEMOLITION FUND		95.55
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	415.50	47.20
	EMPLOYEE GROUP INS		47.20
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	1,346.68	9.40
1527	RESCO	17,310.60	39.78
194	GRUMMERT'S HARDWARE - R.F.	5,905.72	46.75
219	CRESCENT ELECTRIC	2,694.75	3,266.13
2274	FAMILY TABLE RESTAURANT	452.13	17.86
2771	WINDSTREAM	3,416.77	180.10
2910	SCHWEITZER ENGINEERING	450.00	1,680.00
34	ALTORFER INC.	58,504.38	2,098.00
4207	O'REILLY AUTOMOTIVE INC	6,059.88	24.75
4215	POWER LINE SUPPLY	36,930.28	34,651.10
440	IMUA	5,929.00	500.00
4796	VERIZON WIRELESS	15,395.63	466.74
4938	MICHLIG ENERGY LTD	173,559.93	126.00
5008	POWER SYSTEM ENGINEERING INC	88,141.40	2,610.16
5032	COMCAST	9,940.34	26.46
5178	COMCAST BUSINESS	2,786.49	37.92
529	LAWSON PRODUCTS, INC.	5,531.84	337.15
795	SBM BUSINESS EQUIPMENT CENTER	15,329.07	7.78
	OPERATION & MAINTENANCE		46,126.08
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	15,395.63	127.14
5254	ILLINOIS COMMERCE COMMISSION		29.09
5255	SMART/RG		500.00
	FIBER OPTIC BROADBAND/TAXABLE		656.23

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 03/29/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
30	SEWER		
4040	ILLINOIS ENVIRONMENTAL	738,655.78	398,225.06
	SEWER		398,225.06
38	OPERATION & MAINTENANCE		
110	BONNELL INDUSTRIES, INC.	19,753.55	629.69
194	GRUMMERT'S HARDWARE - R.F.	5,905.72	11.28
200	COM ED	2,711.71	42.53
2067	CIVIL CONSTRUCTORS, INC.	862,885.79	43,092.98
2087	CHEMSEARCH	3,749.18	413.29
2451	MENARDS	6,461.88	375.52
2517	PRAIRIE HILL RDF	17,793.09	970.82
34	ALTORFER INC.	58,504.38	52.00
4027	WHITESIDE COUNTY RECORDER	4,234.50	64.50
4684	SCHMITT PLUMBING & HEATING INC	17,113.95	6,854.00
482	JOHNSON OIL CO	1,770.10	515.40
5032	COMCAST	9,940.34	18.52
5178	COMCAST BUSINESS	2,786.49	18.94
	OPERATION & MAINTENANCE		53,059.47
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	180,126.82	2,356.00
4040	ILLINOIS ENVIRONMENTAL	738,655.78	21,319.10
	WATER		23,675.10
48	OPERATION & MAINTENANCE		
1151	SMITH ECOLOGICAL SYSTEMS CO	9,552.81	859.88
194	GRUMMERT'S HARDWARE - R.F.	5,905.72	149.44
2606	MIKE'S REPAIR SERVICE	1,049.47	140.41
2771	WINDSTREAM	3,416.77	89.45
2985	WALMART COMMUNITY/SYNCEB	6,336.51	71.20
332	FYR-FYTER, INC.	1,718.18	214.75
4027	WHITESIDE COUNTY RECORDER	4,234.50	64.50
4207	O'REILLY AUTOMOTIVE INC	6,059.88	17.98
423	AT&T	19,024.26	673.43

DATE: 03/28/19
TIME: 14:07:52
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 03/29/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
5032	COMCAST	9,940.34	13.23
5176	DIRECT IN SUPPLY	1,867.37	90.48
5178	COMCAST BUSINESS	2,786.49	18.94
55	ARAMARK UNIFORM SERVICES, INC.	12,236.62	205.04
795	SBM BUSINESS EQUIPMENT CENTER	15,329.07	355.68
	OPERATION & MAINTENANCE		2,964.41
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	446,865.06	82.50
	GARBAGE		82.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2688	STAPLES CREDIT PLAN	1,234.44	523.87
5032	COMCAST	9,940.34	18.52
5178	COMCAST BUSINESS	2,786.49	37.92
	CUSTOMER SERVICE CENTER		580.31
SAFE PASSAGE/NON EVIDENTIARY			
57	SAFE PASSAGE/NON EVIDENTIARY		
4729	TAMMY NELSON	4,525.94	200.00
	SAFE PASSAGE/NON EVIDENTIARY		200.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
	CUSTOMER UTILITY DEPOSITS		630.62
	TOTAL ALL DEPARTMENTS		536,687.72

ORDINANCE NO. 2019-2418

AN ORDINANCE ADOPTING REVISED ZONING MAP

WHEREAS, the City of Rock Falls has caused to be prepared a revised and corrected zoning map reflecting the current zoning status and classification of all lands and properties which are within the limits of the City of Rock Falls; and

WHEREAS, attached hereto is the revised and updated zoning map created pursuant to said direction, and the same should be adopted as the official zoning map of the City of Rock Falls effective as of April 16, 2019.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Rock Falls that;

Section 1. The document attached here to identified as Zoning Map 2019 and labeled as Exhibit A is hereby adopted as the revised and updated official zoning map of the City of Rock Falls, effective April 16, 2019, said map reflecting the zoning classification status of all land and properties which are currently within the limits of the City of Rock Falls.

Section 2. All prior version of zoning maps are hereby declared to be no longer valid, and the document attached hereto, and true and accurate copies thereof shall serve as the official zoning map of the City until further revisions and changes are made pursuant to action of the City Council.

Section 3. All ordinances in conflict herewith are hereby repealed.

Section 4. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unenforceable or invalid, then such holding or finding of unenforceability or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 5. This ordinance shall be effective upon its adoption and publication in pamphlet form.

Passed this 16th day of April, 2019.

William B. Wescott, Mayor

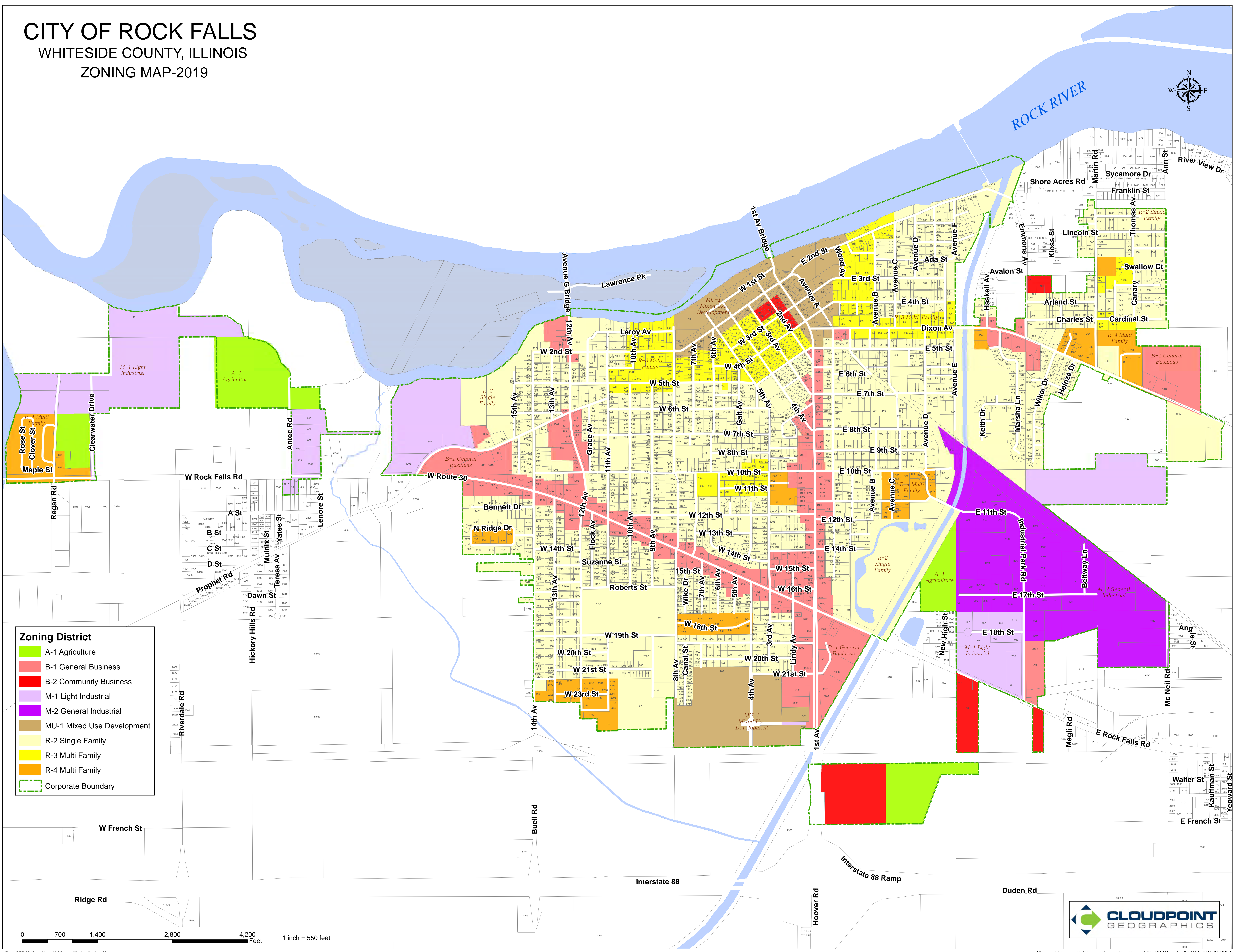
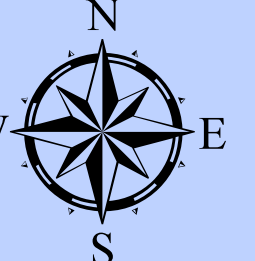
ATTEST:

Michelle K. Conklin, Deputy City Clerk

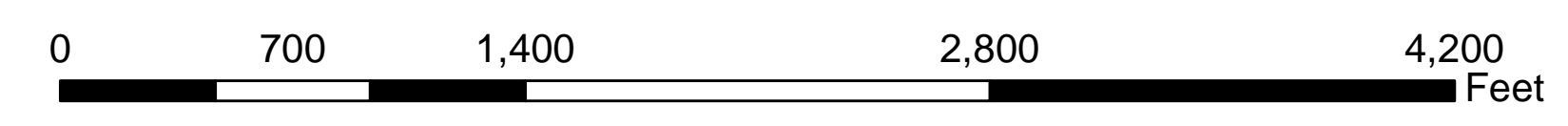
CITY OF ROCK FALLS

WHITESIDE COUNTY, ILLINOIS

ZONING MAP-2019



- Zoning District**
- A-1 Agriculture
 - B-1 General Business
 - B-2 Community Business
 - M-1 Light Industrial
 - M-2 General Industrial
 - MU-1 Mixed Use Development
 - R-2 Single Family
 - R-3 Multi Family
 - R-4 Multi Family
 - Corporate Boundary



CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 4, ARTICLE 1
SECTION 4-8 FOR HOBBY BEEKEEPING**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2019

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

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 4, ARTICLE I
SECTION 4-8 FOR HOBBY BEEKEEPING

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

SECTION 1: That Chapter 4, Article I, Section 4-8 is hereby amended and replaced in its entirety to read as follows:

“Sec. 4-8. – Hobby Beekeeping.

(a) Definitions.

The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this subsection (a):

“*Apiary*” means a place where honey bee colonies are kept.

“*Bee or honey bee*” means any life stage of the common domestic honey bee, *Apis Mellifera* species.

“*Beekeeper*” means the person or persons maintaining control of and owning bee hives and/or a bee colony, and to which an annual permit has been granted as provided for in subsection (c) hereunder.

“*Colony*” means a hive and its equipment and appurtenances, including honey bees, comb, honey pollen and brood.

“*Hive*” means a structure intended for the housing of a honey bee colony.

“*Subject property*” means the property on which bees may be kept while in compliance with this section.

(b) Unlawful conduct.

The keeping by any person of bees, hives, or colonies within the city limits is prohibited except in accordance with this section 4-8. Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is declared to be a nuisance to be abated as provided in Chapter 20 of the Rock Falls Municipal Code.

(c) Annual Permit Required.

Any person desiring to keep bees on their property within the city limits shall apply for and obtain a hobby beekeeping permit in accordance with this subsection (c).

1. An application for a permit shall be submitted to the city clerk and shall be accompanied by a drawing and/or written plans for the location of the hive or colony on the subject property.
2. A thirty dollar (\$30.00) non-refundable application fee shall be paid by the applicant at the time of submitting the application.
3. The applicant must provide proof of insurance insuring against and providing indemnity and insurance coverage for damages arising from injury to persons or damage to property as a result of activities of the bees or bee colony of the applicant on the subject property, and naming the City of Rock Falls as an additional insured.
4. The applicant must demonstrate current compliance with the Bees and Apiaries Act, 510 ILCS 20/1 et. seq., by providing proof of registration with the State of Illinois Department of Agriculture for the purpose of keeping bees.

The hobby beekeeping permit shall be renewed each year by submitting a renewal application to the City no more than two (2) weeks prior to the one (1) year anniversary date of the then current hobby beekeeping permit. At the time of renewal, the applicant shall submit the same documents, comply with the same requirements, and pay the same fee as set forth in this subsection (c).

(d) Hives – Type and Quantity.

1. All honey bee colonies shall be kept in hives with removable combs.
2. All hives shall be kept in sound and usable condition, and shall be easily accessible for inspection.
3. A maximum of two (2) hives may be kept on the subject property.

(e) Location and Fencing.

1. All hives must be located in the rear yard of the subject property and shall be set back a minimum of ten feet (10') from any property lines.
2. A flyway barrier or privacy fence measuring at least six feet (6') in height shall enclose the hives and shall be secured by a lock around the hive area.
3. A flyway barrier or privacy fence must consist of a solid wall, dense vegetation, or combination thereof, for the purpose of preventing the

bees from leaving the vicinity of the apiary unless flying at an elevation of at least six feet (6') above ground level.

4. A garden of at least six (6) square feet in area must be located and maintained on the subject property on which the apiary is located, and may consist of growing vegetables, fruit, or ornamental flowering plants.
5. A convenient source of water must be located on the subject property and available at all times to the honey bees so that the bees will not congregate at swimming pools, birdbaths, pet water bowls, birdbaths or other water sources where they may cause human, bird, or domestic pet contact. The water shall be maintained so as not to become stagnant.
6. The beekeeper's Illinois Department of Agriculture registration number shall be posted in a prominent place within the apiary.

(f) Notice to Neighboring Properties.

Any person granted a hobby beekeeping permit hereunder shall provide notice to each neighboring property owner, in the form provided by the City, of the intended beekeeping activities on the subject property. Such notice shall be given no less than seven (7) days prior to the construction or placement of any hives on the subject property.

(g) Abandonment.

Any bee colony or bee hive which, by virtue of its condition, has obviously been abandoned by the beekeeper may be destroyed or removed by the City or its designee. Upon notice of the condition of the colony or hive, the City shall provide written notice to the beekeeper and/or property owner and demand that the colony or hive be brought into compliance within thirty (30) days of receipt. If at the end of such thirty (30) day period the colony or hive remains in such an abandoned or disarrayed condition as to cause a public nuisance or risk to the public health or safety, the City may enter onto the subject property and remove or destroy the colony or hive and charge the costs related thereto to the beekeeper and/or property owner. Application for a permit under this Section shall constitute permission for the entry by the City or its agents or employees onto the property upon which the apiary is located for purpose of enforcement of this Section. No hobby beekeeping permit shall be issued or renewed unless all amounts owed to the City under this section 4-8 are paid in full.

(h) Violations.

A violation of any provision in this section shall be punishable as a Class C violation as provided in section 1-41."

SECTION 3: 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 4: The City Clerk is directed to publish this ordinance in pamphlet form.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

AYE

NAY

**HOBBY BEEKEEPING
NOTICE TO ADJACENT PROPERTY OWNERS**

A permit for Hobby Beekeeping under Chapter 4, Article I, Section 4-8 of the Rock Falls City Code has been applied for and granted to:

(Name of Applicant) _____

(Address) _____, Rock Falls, Illinois 61071

This notice is required to be given to all adjacent property owners no less than seven (7) days prior to the construction or placement of any beehives on the Applicant's property. The Hobby Beekeeping Permit will allow the Applicant to keep bees on their property while in compliance with the City's Hobby Beekeeping Ordinance.

The beehives will be set back a minimum of ten feet (10') from any property lines. In addition, a flyway barrier or privacy fence measuring at least six feet (6') tall will be constructed around the beehives and will be secured by a lock around the hive area.

ORDINANCE NO. 2019-2415

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2018 TO PAY DEBT SERVICE ON
\$9,200,000 GENERAL OBLIGATION BONDS
(Electric System Alternate Revenue Source), SERIES 2018A
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2381 which did provide for the issue of an amount not to exceed \$9,200,000 General Obligation Bonds (Electric System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2018 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2018 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$521,600.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2018 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this 2nd day of April, 2019.

William B. Wescott, Mayor

Attest:

Michelle Conklin, Deputy City Clerk

ORDINANCE NO. 2019-2416

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2018 TO PAY DEBT SERVICE ON
\$1,200,000 GENERAL OBLIGATION BONDS
(Waterworks System Alternate Revenue Source), SERIES 2018B
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2379 which did provide for the issue of an amount not to exceed \$1,200,000 General Obligation Bonds (Waterworks System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2018 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2018 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$86,500.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2018 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this 2nd day of April, 2019.

William B. Wescott, Mayor

Attest:

Michelle Conklin, Deputy City Clerk

ORDINANCE NO. 2019-2417

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2018 TO PAY DEBT SERVICE ON
\$1,200,000 GENERAL OBLIGATION BONDS
(Sewerage System Alternate Revenue Source), SERIES 2018C
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council ("Council") of the City of Rock Falls, Whiteside County, Illinois, ("issuer") by Ordinance adopted on the 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2380 which did provide for the issue of an amount not to exceed \$1,200,000 General Obligation Bonds (Sewerage System Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2018 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2018 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$109,625.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2018 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this 2nd day of April, 2019.

William B. Wescott, Mayor

Attest:

Michelle Conklin, Deputy City Clerk



The City of Rock Falls 457 Deferred Compensation Plan

Company Information

Midwestern Securities Trading Company, LLC (MSTC) is a securities broker-dealer and Registered Investment Advisor. Our company was founded in 1999 by financial advisors who were dissatisfied with the status quo. Our goals were and continue to be five-fold:

1. **Service** to our financial institutions and advisors,
2. **Integrity** in operations and actions,
3. **Accountability** to the industry, our financial representatives and their clients,
4. **Flexibility** to accommodate our financial institutions and advisors, and
5. **Compliance** with regulations.

After our formation, MSTC quickly found a perfect fit – banks and credit unions. These institutions shared our core values and we fulfilled their most pressing need – to grow their non-interest income through investment services. After identifying this need, we developed a turn-key system to help these institutions implement a successful investment services division.

Sauk Valley Bank and MSTC partnered in October of 2011, with the formation of Sauk Valley Investment Services. Sauk Valley Investment Services is a fully functional wealth management division of Sauk Valley Bank. SVIS include life, disability and long-term care insurance planning, financial consultation, portfolio construction and management, investment research and analysis, and educational seminars.

Locations:

Midwestern Securities Trading Co. LLC
235 Everett St. | P.O. Box 2528 | East Peoria, IL 61611
Phone: 800-732-8601 | Fax: 309-699-7498

Sauk Valley Bank - Sterling (East)
3319 East Lincolnway | Sterling, IL 61081
Phone: 815-632-4633 | Fax: 815-632-0795

Sauk Valley Bank - Main
201 West 3rd St | Sterling, IL 61081
Phone: 815-626-5996

Sauk Valley Bank – Rock Falls
201 1st Ave | Rock Falls, IL 61071
Phone: 815-564-1319

Sauk Valley Bank - Dixon
300 Walton Dr. | Dixon, IL 61021
Phone: 815-284-2300



Step Four of Allocation – Summary

Member	Total Cost for 5/1/2019-20	Total Cost at Renewal for 5/1/2018-19 ACTUAL	Change	Percent Change	FINAL Premium for 2019 - 20 subject to a 10% Swing off of ADJUSTED 2018/19		Initial Credit to bring Comparisons to Apples to Apples Regarding Funding		Reallocation back to 10% cap for those Members Highlighted in Yellow		Reallocation as credit to those Members in Green from dollars gained back taking those Members in Yellow back to 10% cap		Cost Option to Buy Down Deductible to \$1,000	Cost Option to Buy Down Deductible to \$2,500
							95.53%	Final %						
Brookfield Water	\$ 56,665	\$ 57,485	\$ (819)	-1.425%	\$ 56,665	-1.43%	\$ 54,135	-5.83%	\$ 54,135	-5.83%	\$ 54,135	-5.83%	\$ 2,168	\$ 1,234
Deerfield	\$ 832,865	\$ 956,982	\$ (124,117)	-12.970%	\$ 861,284	-10.00%	\$ 822,824	-14.02%	\$ 822,824	-14.02%	\$ 798,786	-16.53%	\$ 14,786	\$ 7,789
DesPlaines	\$ 2,116,981	\$ 2,795,789	\$ (678,808)	-24.280%	\$ 2,516,210	-10.00%	\$ 2,403,850	-14.02%	\$ 2,403,850	-14.02%	\$ 2,333,625	-16.53%	\$ 56,390	\$ 29,057
Glen Ellyn	\$ 534,300	\$ 515,495	\$ 18,805	3.648%	\$ 534,300	3.65%	\$ 510,441	-0.98%	\$ 510,441	-0.98%	\$ 510,441	-0.98%	\$ 19,721	\$ 9,937
Glenbard	\$ 142,305	\$ 144,016	\$ (1,711)	-1.188%	\$ 142,305	-1.19%	\$ 135,951	-5.60%	\$ 135,951	-5.60%	\$ 135,951	-5.60%	\$ 1,595	\$ 962
Gurnee	\$ 1,963,367	\$ 1,878,738	\$ 84,628	4.505%	\$ 1,963,367	4.50%	\$ 1,875,694	-0.16%	\$ 1,875,694	-0.16%	\$ 1,875,694	-0.16%	\$ 25,155	\$ 13,188
Hodgkins	\$ 234,944	\$ 207,613	\$ 27,331	13.165%	\$ 234,944	13.16%	\$ 224,453	8.11%	\$ 224,453	8.11%	\$ 224,453	8.11%	\$ 6,575	\$ 3,135
Huntley	\$ 490,213	\$ 473,317	\$ 16,896	3.570%	\$ 490,213	3.57%	\$ 468,323	-1.06%	\$ 468,323	-1.06%	\$ 468,323	-1.06%	\$ 18,151	\$ 8,624
Inverness	\$ 54,962	\$ 59,260	\$ (4,298)	-7.252%	\$ 54,962	-7.25%	\$ 52,508	-11.39%	\$ 52,508	-11.39%	\$ 52,508	-11.39%	\$ 732	\$ 323
JAWA	\$ 79,809	\$ 167,611	\$ (87,803)	-52.385%	\$ 150,850	-10.00%	\$ 144,114	-14.02%	\$ 144,114	-14.02%	\$ 139,904	-16.53%	\$ 1,520	\$ 833
Kewanee	\$ 503,444	\$ 391,957	\$ 111,487	28.444%	\$ 431,152	10.00%	\$ 411,900	5.09%	\$ 431,152	10.00%	\$ 431,152	10.00%	\$ 9,802	\$ 4,996
Montgomery	\$ 321,027	\$ 346,135	\$ (25,108)	-7.254%	\$ 321,027	-7.25%	\$ 306,692	-11.40%	\$ 306,692	-11.40%	\$ 306,692	-11.40%	\$ 10,781	\$ 5,976
Normal	\$ 1,664,142	\$ 1,370,429	\$ 293,713	21.432%	\$ 1,507,472	10.00%	\$ 1,440,157	5.09%	\$ 1,507,472	10.00%	\$ 1,507,472	10.00%	\$ 41,643	\$ 20,591
North Riverside	\$ 291,198	\$ 535,977	\$ (244,779)	-45.670%	\$ 482,380	-10.00%	\$ 460,839	-14.02%	\$ 460,839	-14.02%	\$ 447,376	-16.53%	\$ 6,420	\$ 3,583
NW Water Comm	\$ 163,298	\$ 154,668	\$ 8,629	5.579%	\$ 163,298	5.58%	\$ 156,006	0.86%	\$ 156,006	0.86%	\$ 156,006	0.86%	\$ 1,688	\$ 938
Quincy	\$ 1,785,042	\$ 2,439,830	\$ (654,789)	-26.837%	\$ 2,195,847	-10.00%	\$ 2,097,793	-14.02%	\$ 2,097,793	-14.02%	\$ 2,036,509	-16.53%	\$ 46,544	\$ 24,071
River Grove	\$ 239,275	\$ 336,012	\$ (96,737)	-28.790%	\$ 302,411	-10.00%	\$ 288,907	-14.02%	\$ 288,907	-14.02%	\$ 280,467	-16.53%	\$ 12,734	\$ 6,433
Rock Falls	\$ 547,544	\$ 550,554	\$ (3,010)	-0.547%	\$ 547,544	-0.55%	\$ 523,094	-4.99%	\$ 523,094	-4.99%	\$ 523,094	-4.99%	\$ 7,403	\$ 4,131
Sterling	\$ 443,041	\$ 680,818	\$ (237,777)	-34.925%	\$ 612,737	-10.00%	\$ 585,375	-14.02%	\$ 585,375	-14.02%	\$ 568,274	-16.53%	\$ 12,351	\$ 6,454
Streamwood	\$ 1,298,265	\$ 1,011,600	\$ 286,665	28.338%	\$ 1,112,760	10.00%	\$ 1,063,070	5.09%	\$ 1,112,760	10.00%	\$ 1,112,760	10.00%	\$ 22,974	\$ 12,986
South Elgin	\$ 915,162	\$ 709,495	\$ 205,667	28.988%	\$ 780,444	10.00%	\$ 745,594	5.09%	\$ 780,444	10.00%	\$ 780,444	10.00%	\$ 10,053	\$ 4,986
Streator	\$ 685,501	\$ 562,985	\$ 122,516	21.762%	\$ 619,283	10.00%	\$ 591,630	5.09%	\$ 619,283	10.00%	\$ 619,283	10.00%	\$ 7,145	\$ 3,791
Lincolnshire	\$ 124,365	\$ 124,365	\$ 0	0.000%	\$ 124,365	0.00%	\$ 124,365	0.00%	\$ 124,365	0.00%	\$ 124,365	0.00%	TBD	TBD
Totals	\$ 15,487,715	\$ 16,471,133	\$ (983,418)	-5.971%	\$ 16,205,822	-1.61%	\$ 15,487,715		\$ 15,686,476		\$ 15,487,715		\$ 336,331	\$ 174,018
	\$ 15,487,715		Proposed Premium	\$ 15,487,715	\$ 718,107	\$ 15,487,715	\$ (0)	\$ 198,761	ReAllo	\$ 15,487,715	\$			

PREVAILING WAGE CERTIFICATION

Contractor –
Owner-- City of Rock Falls, Illinois

Contractor agrees that not less than the prevailing rate of wages, as found by the Department of Labor of the State of Illinois, shall be paid to all laborers, workers and mechanics performing work under the contract, and Contractor agrees that all subcontracts and lower tiered subcontracts shall contain a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under such subcontract or lower tiered subcontract, all as determined by the Department of Labor of the State of Illinois.

Contractor also agrees that it shall:

1. Make and keep for a period of not less than three (3) years, records of all laborers, mechanics and other workers employed on the project, including each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of work each day; and
2. ~~Submit monthly, in person, by mail or electronically, a certified payroll to the Owner, consisting of a complete copy of the records identified in subparagraph 1 hereof, except that the record may exclude the starting and ending times of work each day, and also that the certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor that certifies that such records are true and accurate, that the hourly rate paid to each worker is not less than the general prevailing rate of wage required by the Illinois Prevailing Wage Act, and that the Contractor or subcontractor is aware that filing a certified payroll which he knows to be false is a Class B misdemeanor. Submit no later than the 15th day of each calendar month a certified payroll for the immediately preceding month with the City Clerk until such time the Illinois Department of Labor activates their database at which time certified payrolls shall be only submitted to that database.~~

At the time of request for each progress payment, Contractor shall deliver to Owner a contractor's affidavit listing all suppliers of labor and material, the work performed by each, the amounts paid to each to date, the amount due for work performed to date and a waiver of lien for any payments made to any such supplier signed by such supplier.

Contractor:

Owner:

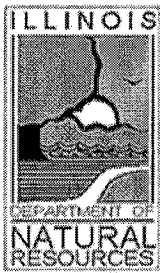
City of Rock Falls, Illinois

By: _____

President

By: _____

Mayor



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

March 5, 2019

City of Rock Falls
Attn: Eric Arduini
603 W. 10th Street
Rock Falls, IL. 61071

Re: Hennepin Canal
License No. 3089

Dear Mr. Arduini:

A renewal has been prepared which will extend your License Agreement No. 3089 for a parcel of land at Hennepin Canal. Please sign the copy of the license agreement. Please have the copy of the license agreement signed by an authorized representative/official of the City of Rock Falls and complete the Signature Authorization Form attached to the agreement as Exhibit A.

Please provide your phone number and emergency information in paragraph 23 of the license and enter your Social Security (FEIN) Number in the space provided. Also, on the attached Exhibit C, please complete and sign the enclosed Certifications form as **required by State law**. Please note **paragraph 14** and provide a certificate of insurance according to instructions.

Return the copy together with your first annual payment of \$220, or a full-term payment of \$1,100. The payment should be made payable to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271. Once the signed agreement has been received and approved, a fully executed agreement will be returned to you.

If you have any questions regarding the enclosed agreement, please contact this office at 217/782-7940 or myself at 217/558-7115.

Sincerely,

Russ Fuller
Division of Concessions, Leases & Services

Enclosures
cc: Tom Vandemore, Site Superintendent

Agreement Number: 3089
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 strip of land across the Hennepin Canal located along the south side of Bridge No. 44 in Section 27, Township 21 North, Range 7 East of the 4th Principal Meridian, Whiteside County, Illinois, Tract IM-328.

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 years, beginning on the 1st day of July, 2019, (“Effective Date”) and ending on the 30th day of June, 2024, (“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 One Thousand One Hundred and no/100 Dollars (\$1,100) per five (5) years, payable five (5) days in advance of the Effective 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 the purpose of using it for operation and maintenance of electric wires and three (3) poles 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 61071-2854
Telephone: 217/782-7940	Telephone: 815/622-1104
Emergency Contact: Dan Bell	Emergency Contact:
Location: I & M Canal	Location:
Telephone: 815/942-9501	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: 3089
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: Connie Waggoner, Assistant Director
Office of Realty & Capital Planning

BY: _____

Title: _____

SSN or FEIN No.

Agreement Number: 3089
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

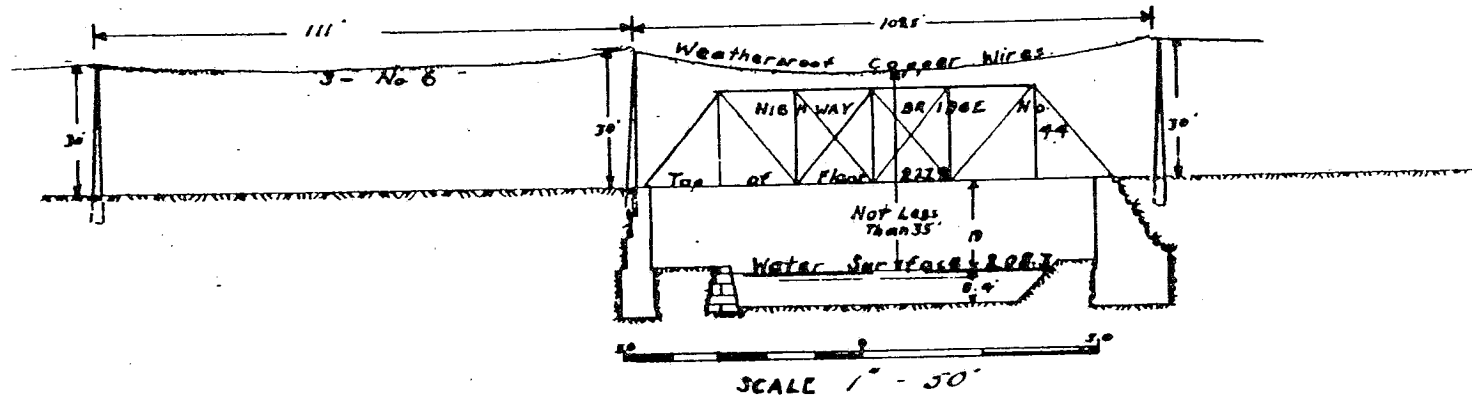
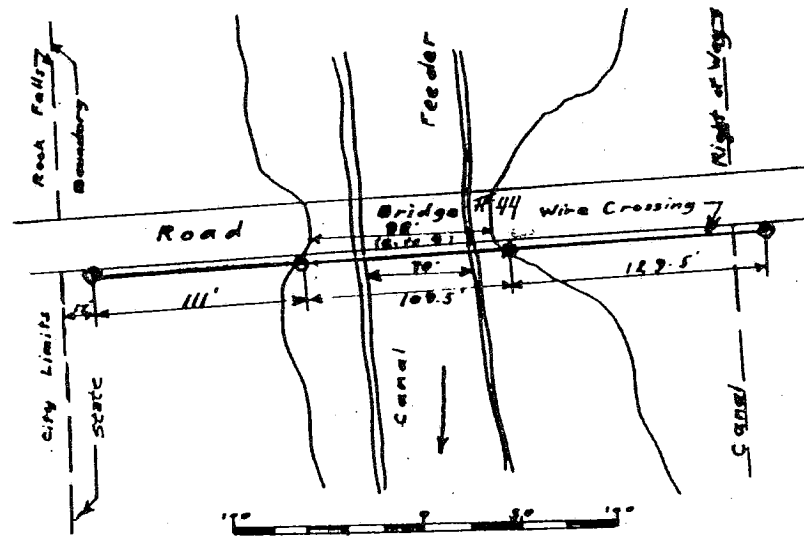
(Name of executive of official who will sign the agreement)

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: _____



Elevations are given in Hennepin Datum.

Application by City of Rock Falls,
Illinois.

Overhead Wire Crossing
over HENNEPIN CANAL
at Rock Falls, Illinois.

EXHIBIT "B" LICENSE NO. 3089
SEC. 27, T. 21 N., R. 7 E., 4TH PM.

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

N/A