

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's Office
815-622-1100
Ext. 4

City Treasurer
Kay Abner
815-622-1100

City Council Agenda Rock Falls Council Chambers April 16, 2019 6:30 p.m.

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

Resolution by the Corporate Authorities of the City of Rock Falls, Whiteside County, Illinois allowing the powers and duties of the City Clerk to be exercised by the Deputy Clerk, due to the absence of the City Clerk

Bid opening for the sale of real estate at 200 ½ E 4th Street, Rock Falls, IL

Bid opening for the sale of real estate at 1006 Avenue A, Rock Falls, IL

Audience Requests:

Community Affairs:

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

Consent Agenda:

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

Ordinance Second Reading / Adoption:

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

City Administrator Robbin Blackert:

1. Approval of the Fiscal Year 2020 City of Rock Falls Budget

Information/Correspondence:

City Clerk's Office
James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads:

Alderman Reports/Committee Chairman Requests:

Ward 1

Alderman Daehle Reitzel – Public Works/Public Property Committee Chairman

1. Approve Resolution No. 2019-821 Authorizing the City Administrator to Execute a Short Term Lease Agreement with Martin & Company Excavating

Alderman Bill Wangelin

Ward 2

Alderman Glen Kuhlemier – Finance Committee Chairman

1. Approval for William B. Wescott, Mayor, Kay Abner, City Treasurer and Robbin Blackert, City Administrator to be authorized signers on all City of Rock Falls Accounts and that two authorized signatures are required for all transactions

Alderman Brian Snow – Building Code Committee Chairman

1. Approval to accept the bid for 2019-2022 Lawn Maintenance and award to Arrezola Lawn Care, 1209 W 18th Street, Rock Falls IL 61071, pending receipt of all necessary paperwork

Ward 3

Alderman Jim Schuneman – Utilities Committee Chairman

1. Approval to waive the bidding process and approve the proposal from RedZone Robotics, Inc., 91 43rd Street, Suite 250, Pittsburgh, PA 15201 in the amount of \$352,315.40

Alderman Rod Kleckler

Ward 4

Alderman Lee Folsom

Alderman Violet Sobottka

Mayor's Report:

1. Ordinance 2019-2420 – Authorizing Execution of the Illinois Public Works Mutual Aid Network Agreement (IPWMAN) at a Cost of \$100.00 per year

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 05-7-2019

Posted 04-12-2019

Michelle Conklin, Deputy City Clerk

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

April 2, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. April 2, 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, Kuhlemier, Schuneman, Kleckler, Folsom and Sobottka, Alderman Snow was absent. In addition Attorney Matt Cole and City Administrator Robbin Blackert were present.

Consent Agenda:

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

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

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve numbers 1 and 2 of the consent agenda.

Vote 7 aye, motion carried

Ordinance First Reading:

A motion was made by Alderman Schuneman and second by Alderman Sobottka for the first reading of the following ordinance.

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

Viva Voce Vote, motion carried

Ordinance Second Reading / Adoption:

A motion was made by Alderman Kuhlemier and second by Alderman Schuneman for the adoption of Ordinance 2019-2415 – Tax Abatement of \$9,200,000 GO Bond Series 2018A – Electric System Alternate Revenue Source.

Vote 7 aye, motion carried

A motion was made by Alderman Kuhlemier and second by Alderman Schuneman for the adoption of Ordinance 2019-2416 – Tax Abatement of \$1,200,000 GO Bond Series 2018B – Waterworks System Alternate Revenue Source.

Vote 7 aye, motion carried

A motion was made by Alderman Kuhlemier and second by Alderman Folsom for the adoption of Ordinance 2019-2417 – Tax Abatement of \$1,200,000 GO Bond Series 2018C – Sewerage System Alternate Revenue Source.

Vote 7 aye, motion carried

City Administrator Robbin Blackert:

A motion was made by Alderman Kuhlemier and second by Alderman Sobottka to approve the first reading of the Fiscal Year 2020 City of Rock Falls Budget.

Vote 7 aye, motion carried

Alderman Reports/Committee Chairman Requests:

Alderman Reitzel reminded the Council that the Public Works-Public Property Committee Meeting is scheduled for Friday April 5, 2019 at 8:15 a.m.

2nd Ward

Alderman Glen Kuhlemier

A motion was made by Alderman Kuhlemier and second by Alderman Schuneman to approve moving the 457 Plan to Midwestern Securities Trading Company, LLC through Sauk Valley Bank Investment Services

Vote 7 aye, motion carried

A motion was made by Alderman Kuhlemier and second by Alderman Wangelin to approve the Municipal Insurance Cooperative Agency Premium for Fiscal Year 2020.

Vote 7 aye, motion carried

A motion was made by Alderman Kuhlemier and second by Alderman Schuneman to approve revised language in the Purchasing Policy Manual regarding new Certified Payroll Requirements

Vote 7 aye, motion carried

Alderman Kuhlemier thanked everyone who went out and voted.

Mayor Wescott reminded the Council that there is a Building Code Committee Meeting scheduled for Wednesday, April 3, 2019 at 5:15 p.m.

Ward 3

Alderman Jim Schuneman

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve the purchase and installation of an air compressor from RUYLE, 201 Spring Street, Suite B, Peoria IL 61603 in the amount of \$13,900.00

Vote 7 aye, motion carried

A motion was made by Alderman Schuneman and second by Alderman Wangelin to award the Schmitt Addition boring to Pirtano, 1766 Armitage Court, Addison IL 60101, as the low bidder, in the amount of \$25,025.00

Vote 7 aye, motion carried

A motion was made by Alderman Schuneman and second by Alderman Wangelin to award the ComEd Right Of Way boring to Pirtano, 1766 Armitage Court, Addison IL 60101, as the low bidder, in the amount of \$48,262.00

Vote 7 aye, motion carried

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to approve Purchase Power Adjustment at 0.00343 for Fiscal Year 2020.

Vote 7 aye, motion carried

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

Vote 7 aye, motion carried

Alderman Rod Kleckler

Alderman Kleckler urged all the citizens to start cleaning up the yard waste around their homes and businesses.

Ward 4

Alderman Violet Sobottka

Alderman Sobottka thank all the voters that went out to vote.

Mayor's Report:

Mayor Wescott informed the City Council that there were two preconstruction meetings held, one was for the Schmitt property water and sewer extension and the other was for sanitary sewer rehabilitation.

Executive Session:

A motion was made by Alderman Sobottka and second by Alderman Wangelin to enter into executive session for:

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

Vote 7 aye, motion carried (6:47 p.m.)

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

Vote 7 aye, motion carried (6:52 p.m.)

A motion was made by Alderman Sobottka and second by Alderman Folsom to approve the hiring of two employees in the Water Department, Brent Liston and Andrew Tribley.

Vote 7 aye, motion carried

Alderman Schuneman stated that there were two informational meetings held on March 27, 2019 for Fibernet. There was approximately 50 people that attended and there were 22 sign ups. There will be two more informational meetings held on April 24, 2019 at 2:00 p.m. and 5:30 p.m.

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

Viva Voce Vote, motion carried (6:55 p.m.)



Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois April 16, 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		\$898.47
General Fund		\$127,941.97
Industrial Development		\$110.00
Electric		\$459,440.19
Fiber Optic/Broadband	Taxable	\$22,083.80
Sewer		\$81,713.51
Water		\$17,807.50
Garbage		\$42,124.08
Customer Service Center		\$37.92
Customer Utility Deposits		<u>\$547.79</u>
		\$752,705.23

Alderman Kuhlemier
Alderman Kleckler

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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/05/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	23,232.72	155.00
2796	U.S. CELLULAR	4,530.70	108.55
5178	COMCAST BUSINESS	3,184.44	18.94
795	SBM BUSINESS EQUIPMENT CENTER	15,823.34	115.98
T0004016	STERLING ROCK FALLS		500.00
	TOURISM		898.47
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	113,212.84	3,630.00
4392	WILLIAM B WESCOTT	2,824.56	40.00
5178	COMCAST BUSINESS	3,184.44	18.94
753	ROCK FALLS CHAMBER OF COMMERCE	7,210.00	500.00
86	BEHRZ BLOOMZ	100.26	80.00
	ADMINISTRATION		4,268.94
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	440.00	40.00
5178	COMCAST BUSINESS	3,184.44	18.94
	CITY ADMINISTRATOR		58.94
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	113,212.84	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
176	PETTY CASH	978.15	100.00
2797	MARK SEARING	440.00	40.00
5178	COMCAST BUSINESS	3,184.44	37.92
5220	TECHNOLOGY FINANCE CORP	13,056.34	30.43
795	SBM BUSINESS EQUIPMENT CENTER	15,823.34	115.62
T0005103	WHITESIDE COUNTY SUPERVISOR		209.05
	BUILDING		533.02

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INVOICES DUE ON/BEFORE 04/05/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS	3,184.44	37.95
829	SELF HELP ENTERPRISE	487.00	36.00
	CITY CLERK'S OFFICE		73.95
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	113,212.84	220.00
1853	MOORE TIRES INC.	3,160.51	1,478.88
194	GRUMMERT'S HARDWARE - R.F.	6,204.00	20.70
2380	AUTOZONE	421.52	25.36
295	PAM ERBY	1,100.00	50.00
305	FEDEX		20.37
350	GISI BROS. INC.	9,235.01	103.88
4368	JEREMY VONDRA	546.20	60.00
4651	MOST PLUMBING & MECHANICAL LLC	33,611.23	178.80
4729	TAMMY NELSON	4,725.94	66.36
4806	AXON ENTERPRISE INC	37,236.20	756.00
5096	TREASURER, STATE OF ILLINOIS	110.00	20.00
5097	ILLINOIS STATE POLICE	660.00	120.00
5098	ILLINOIS OFFICE OF THE	660.00	120.00
5178	COMCAST BUSINESS	3,184.44	75.77
	POLICE		3,316.12
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	182,482.82	34,948.85
1773	ATCO INTERNATIONAL	467.11	789.56
2274	FAMILY TABLE RESTAURANT	469.99	88.20
2379	STANDARD EQUIPMENT COMPANY	3,539.59	317.81
4827	KELLEY WILLIAMSON COMPANY	12,184.81	187.58
5178	COMCAST BUSINESS	3,184.44	18.94
5220	TECHNOLOGY FINANCE CORP	13,056.34	243.47
529	LAWSON PRODUCTS, INC.	5,868.99	130.58
55	ARAMARK UNIFORM SERVICES, INC.	12,529.96	112.55
852	S.J. SMITH CO INC	1,410.97	333.35
	STREET		37,170.89
12	PUBLIC PROPERTY		

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INVOICES DUE ON/BEFORE 04/05/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
533	ELECTRONICS, INC.	8,337.72	39.00
	PUBLIC PROPERTY		39.00
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	113,212.84	220.00
2183	PILLARS REPAIR INC	1,192.92	102.42
295	PAM ERBY	1,100.00	50.00
4207	O'REILLY AUTOMOTIVE INC	6,102.61	134.87
423	AT&T	20,108.21	65.42
4396	GARY COOK	440.00	40.00
4796	VERIZON WIRELESS	16,053.08	167.44
5178	COMCAST BUSINESS	3,184.44	56.83
T0002866	DOUGLAS & FRYE		35.99
	FIRE		872.97
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	23,232.72	1,965.60
	BUILDING CODE DEMOLITION FUND		1,965.60
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	113,212.84	110.00
	INDUSTRIAL DEVELOPMENT		110.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	2,283.96	40.84
1472	WARD, MURRAY, PACE & JOHNSON	113,212.84	770.00
1527	RESCO	17,350.38	134.50
194	GRUMMERT'S HARDWARE - R.F.	6,204.00	44.96
2780	IMBCA	42,838.84	4,358.94

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INVOICES DUE ON/BEFORE 04/05/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
364	GRUMMERTS HARDWARE - STERLING	1,257.63	122.97
4014	IL DEPT OF NATURAL RESOURCES	600.00	1,100.00
4148	BHMG ENGINEERS	111,904.24	11,038.46
4730	FLETCHER-REINHARDT CO	60,788.19	320.00
4995	CLOUDPOINT GEOGRAPHICS INC	63,583.70	1,629.34
5018	USIC LOCATING SERVICES LLC	5,287.97	838.20
5086	SPECTRON ENERGY, INC.		3,003.52
5178	COMCAST BUSINESS	3,184.44	37.92
5220	TECHNOLOGY FINANCE CORP	13,056.34	517.39
66	STERLING CHEVROLET CO.	3,518.42	79.55
T0005099	CORNERSTONE CREDIT UNION	30.62	83.28
T0005104	MARY ANN DETTMAN		111.26
	OPERATION & MAINTENANCE		24,231.13
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5197	COS SYSTEMS INC	5,500.00	500.00
5216	CLOUD NINE COMMUNICATIONS	1,580.00	340.00
5225	SYNDEO NETWORKS INC	128,505.79	13,542.50
5244	MINDFIRE COMMUNICATIONS	20,427.15	2,236.30
	FIBER OPTIC BROADBAND/TAXABLE		16,618.80
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	194,684.97	14,728.66
	SEWER		14,728.66
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	124,755.86	1,074.35
1472	WARD, MURRAY, PACE & JOHNSON	113,212.84	220.00
194	GRUMMERT'S HARDWARE - R.F.	6,204.00	71.95
34	ALTORFER INC.	60,654.38	55.90
4796	VERIZON WIRELESS	16,053.08	76.02
4827	KELLEY WILLIAMSON COMPANY	12,184.81	225.33
4837	ENVIRONMENTAL RESOURCE ASSOC		1,086.52

INVOICES DUE ON/BEFORE 04/05/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
4995	CLOUDPOINT GEOGRAPHICS INC	63,583.70	1,629.33
5178	COMCAST BUSINESS	3,184.44	18.94
5220	TECHNOLOGY FINANCE CORP	13,056.34	182.61
	OPERATION & MAINTENANCE		4,640.95
WATER FUND			
48	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	124,755.86	198.55
1472	WARD, MURRAY, PACE & JOHNSON	113,212.84	220.00
194	GRUMMERT'S HARDWARE - R.F.	6,204.00	17.52
2847	PDC LABORATORIES, INC.	3,650.18	288.00
4707	KIMBALL MIDWEST	3,344.44	42.00
4796	VERIZON WIRELESS	16,053.08	114.03
4827	KELLEY WILLIAMSON COMPANY	12,184.81	175.79
4995	CLOUDPOINT GEOGRAPHICS INC	63,583.70	1,629.33
5171	POLLARD WATER	6,518.96	63.79
5178	COMCAST BUSINESS	3,184.44	18.94
5220	TECHNOLOGY FINANCE CORP	13,056.34	213.04
795	SBM BUSINESS EQUIPMENT CENTER	15,823.34	14.89
	OPERATION & MAINTENANCE		2,995.88
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	113,212.84	55.00
	GARBAGE		55.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5178	COMCAST BUSINESS	3,184.44	37.92
	CUSTOMER SERVICE CENTER		37.92
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		

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

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005102	J&S MELTON RENTAL PROP		50.00
	CUSTOMER UTILITY DEPOSITS		50.00
	TOTAL ALL DEPARTMENTS		112,721.24

INVOICES DUE ON/BEFORE 04/12/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
01	ADMINISTRATION		
4861	CIRCUIT CLERK OF WHITESIDE CO	1,450.00	275.00
795	SBM BUSINESS EQUIPMENT CENTER	16,069.83	8.70
	ADMINISTRATION		283.70
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	16,069.83	8.70
	CITY ADMINISTRATOR		8.70
03	PLANNING/ZONING		
4995	CLOUDPOINT GEOGRAPHICS INC	68,471.70	312.50
	PLANNING/ZONING		312.50
05	CITY CLERK'S OFFICE		
5087	ERIC ARDUINI	1,547.37	399.20
	CITY CLERK'S OFFICE		399.20
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	492,983.33	1,508.35
1853	MOORE TIRES INC.	4,639.39	161.45
2451	MENARDS	6,837.40	262.49
273	ECONOMY TROPHY CO.	65.70	12.00
4368	JEREMY VONDRA	606.20	183.47
4508	LEXISNEXIS RISK SOLUTIONS	330.00	30.00
4579	CROWN EXTERMINATORS, INC	410.00	50.00
4692	PANTHER UNIFORMS, INC.	4,557.74	131.00
4738	STOPSTICK LTD		967.00
5110	KUNES COUNTRY AUTO GROUP	8,059.22	276.62
5157	MATTHEW MCKANNA	675.90	60.00
533	LECTRONICS, INC.	8,376.72	318.00
55	ARAMARK UNIFORM SERVICES, INC.	12,642.51	88.30
752	ROCK FALLS AREA DOG CONTROL	4,026.11	522.42
T0003052	T.A. LICOCCHI CONSTRUCTION		2,650.00

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INVOICES DUE ON/BEFORE 04/12/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
T0005105	RON FULLMER		100.00
	POLICE		7,321.10
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	9,237.80	623.81
795	SBM BUSINESS EQUIPMENT CENTER	16,069.83	8.70
	CODE HEARING DEPARTMENT		632.51
10	STREET		
1224	AIRGAS USA LLC	2,324.80	33.88
1289	CITY OF ROCK FALLS UTILITIES	492,983.33	663.48
1449	QUALITY READY MIX	34,593.40	367.25
194	GRUMMERT'S HARDWARE - R.F.	6,359.13	44.98
4207	O'REILLY AUTOMOTIVE INC	6,237.48	3.99
4773	QUALITY CHEMICAL CO MIDWEST	10,379.19	489.34
5047	SANTANDER LEASING LLC	27,768.09	51,102.04
55	ARAMARK UNIFORM SERVICES, INC.	12,642.51	239.80
651	NICOR	63,192.00	672.24
T0002936	TECHNO PLY LTD	5,172.32	1,049.08
	STREET		54,666.08
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	492,983.33	10,052.85
332	FYR-FYTER, INC.	1,932.93	52.95
4136	ILLINOIS EPA	19,139.00	4,269.07
	PUBLIC PROPERTY		14,374.87
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	492,983.33	1,588.88
	FIRE		1,588.88

INVOICES DUE ON/BEFORE 04/12/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	492,983.33	12,385.00
194	GRUMMERT'S HARDWARE - R.F.	6,359.13	36.81
2212	ALLIANCE MATERIALS, INC.	5,650.67	13.98
4215	POWER LINE SUPPLY	71,581.38	746.00
437	ILLINOIS MUNICIPAL ELECTRIC	4,739,451.15	420,172.56
4626	ENGEL ELECTRIC CO.	33,766.85	531.90
533	ELECTRONICS, INC.	8,376.72	139.00
651	NICOR	63,192.00	1,118.81
795	SBM BUSINESS EQUIPMENT CENTER	16,069.83	65.00
	OPERATION & MAINTENANCE		435,209.06
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5200	WALKER & ASSOCIATES, INC.	405,389.74	900.00
5207	INTERNET SERVICES PROVIDER NET	60,684.00	4,500.00
795	SBM BUSINESS EQUIPMENT CENTER	16,069.83	65.00
	FIBER OPTIC BROADBAND/TAXABLE		5,465.00
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	209,413.63	1,763.00
641	NEENAH FOUNDRY CO MUNICIPAL	9,350.57	6,784.00
	SEWER		8,547.00
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	492,983.33	21,993.04
1449	QUALITY READY MIX	34,593.40	207.00
1493	WILLIAM & MARY COMPUTER CENTER	86,903.79	1,250.00
1853	MOORE TIRES INC.	4,639.39	74.55
2451	MENARDS	6,837.40	83.74
2517	PRAIRIE HILL RDF	18,763.91	849.23
2655	MISSISSIPPI VALLEY PUMP, INC.	38,457.76	17,492.00
318	FIVE STAR ENTERPRISES	2,092.95	163.95
332	FYR-FYTER, INC.	1,932.93	310.20
4446	MORING DISPOSAL, INC.	446,947.56	2,700.00

DATE: 04/11/19
 TIME: 14:15:17
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 04/12/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
4686	BRENNTAG MID-SOUTH, INC.	33,970.20	8,442.60
533	LECTRONICS, INC.	8,376.72	69.00
651	NICOR	63,192.00	161.59
	OPERATION & MAINTENANCE		53,796.90
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	84,707.33	161.36
5105	STANLEY CONSULTANTS, INC.	209,413.63	1,763.00
	WATER		1,924.36
48	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	25,353.32	1,428.57
1289	CITY OF ROCK FALLS UTILITIES	492,983.33	7,559.13
194	GRUMMERT'S HARDWARE - R.F.	6,359.13	350.96
2606	MIKE'S REPAIR SERVICE	1,189.88	87.95
2796	U.S. CELLULAR	4,639.25	302.26
5171	POLLARD WATER	6,582.75	512.10
55	ARAMARK UNIFORM SERVICES, INC.	12,642.51	103.08
631	MURRAY & SONS EXCAVATING, INC	187,147.40	1,571.75
651	NICOR	63,192.00	508.09
67	B & D SUPPLY CO.	991.70	17.72
690	PLAINWELL BRASS, INC.	3,229.76	165.67
795	SBM BUSINESS EQUIPMENT CENTER	16,069.83	279.98
	OPERATION & MAINTENANCE		12,887.26
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	446,947.56	42,069.08
	GARBAGE		42,069.08
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		

DATE: 04/11/19
TIME: 14:15:17
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/12/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005106	CHARLOTTE DOWNEY		121.79
T0005107	ANNA GUERRERO		376.00
	CUSTOMER UTILITY DEPOSITS		497.79
	TOTAL ALL DEPARTMENTS		639,983.99

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

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, bibcocks, 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.

RESOLUTION NO. 2019-821

**RESOLUTION AUTHORIZING CITY ADMINISTRATOR
TO EXECUTE SHORT TERM LEASE AGREEMENT
WITH MARTIN & COMPANY EXCAVATING**

WHEREAS, the City of Rock Falls owns real estate described as Lot 2 in Glen's Garden Subdivision being a part of the Southwest Quarter and of the Southeast Quarter of Section 33, Township 21 North, Range 7 East of the Fourth Principal Meridian, Rock Falls, Whiteside County, Illinois; and

WHEREAS, said real estate is improved with multiple commercial or industrial buildings for which the City currently has no use for municipal purposes; and

WHEREAS, the provisions of Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) grants to the corporate authorities of the City the power to authorize any municipal officer to make leases of real estate for terms not exceeding two years in such manner as may be determined; and

WHEREAS, Martin & Company Excavating has expressed an interest in the use of the commercial or industrial buildings located within said Lot 2 of Glen's Garden Subdivision; and

WHEREAS, the form of Lease Agreement attached hereto as Exhibit A should be approved by the City Council.

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

SECTION 1: The Council hereby finds that the recitals contained in the preamble to this Resolution are full, true and correct and hereby incorporated into this Resolution by reference.

SECTION 2: The Mayor and/or City Administrator are authorized to execute the Lease Agreement, in the form attached as Exhibit A, as well as all other documents necessary to facilitate the lease of the commercial or industrial buildings located within said Lot 2 of Glen's Garden Subdivision to Martin & Company Excavating.

SECTION 3: All Resolutions and parts of Resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

Resolution read and approved this 16th day of April, 2019.

MAYOR

ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

LEASE AGREEMENT

The City of Rock Falls, Whiteside County, Illinois, acting by and through Robbin E. Blackert, City Administrator in her capacity as said City Administrator, and pursuant to authority granted by the City Council of the City of Rock Falls by Resolution dated April _____, 2019, hereby agrees on behalf of the City of Rock Falls ("City") to lease to Martin & Company Excavating, of Oregon, Illinois ("Martin") the right to use and occupy that office building and laydown area located upon Lot 2 of Glen's Garden Subdivision, Rock Falls, Whiteside County, Illinois, as designated on the map attached hereto as "Exhibit A," upon the following terms and conditions:

1. Martin shall pay all rental payments for the use and occupancy of the office building and laydown area to the City of Rock Falls, and such payments, except the first payment due hereunder, shall be due and payable in advance on or before the first day of each month commencing May 1, 2019. The first rental payment is due at the commencement of this lease, April 15, 2019, in the amount of \$325.00. Rent for each month thereafter shall be \$625.00.

2. Martin shall be responsible for payment of all utilities, maintenance and repairs necessitated to the building during the term of occupancy, and for all snow removal expenses.

3. The Lease shall include the right of access to and from Illinois Route 40 upon the drive surfaces located upon and within said Lot 2, but provided that Martin shall not impede or obstruct access or use of the drives by other persons or parties, as more specifically provided in Exhibit A. Martin shall not damage the surface of the drive areas, and if any such damage shall be caused, Martin shall be responsible for the timely repair thereof in a good and workmanlike manner to return the surface to the condition as existed prior to the damage.

4. No storage of materials or equipment shall occur outside the areas designated within the Red Outline shown on Exhibit A attached without the express written consent in advance of the City Administrator of the City of Rock Falls. All storage of materials or equipment is restricted to the laydown area designated on Exhibit A.

5. The Lease shall be the term beginning April 15, 2019 and terminating on November 30, 2019, with not additional notice of termination required. If Martin shall hold over at the end of the term, a tenancy from month-to-month shall then exist, which may be terminated by either party by giving written notice no less than fifteen (15) days prior to the end of any month thereafter. Any month-to-month lease created pursuant to this paragraph shall be upon all the terms, covenants and agreements contained in this Lease Agreement, except as to termination date and notice requirements. Upon termination, Martin agrees to surrender possession of the premises to the City of Rock Falls, in the same condition as exists at the commencement of the term, reasonable wear and tear excepted.

6. Martin agrees that the building shall not be utilized for the storage of hazardous materials or substances, except for petroleum based products that are contained within the fuel tank of any motor operated vehicle stored or located within.

7. In the event that the City shall be required to take any legal action to enforce the terms and provisions of this lease, or to collect any amount due and owing hereunder, then, in addition to the amounts so due and owing, Martin shall pay and reimburse to the City the reasonable attorney fees incurred by the City in any such action.

8. Martin agrees to indemnify and hold the City harmless from any and all claims, causes of action, liability, damages and demands asserted by any person for personal injury or property damage arising from or as the result of the use and occupancy of the premises by Martin, including reasonable attorney fees incurred or paid by the City. If Martin fails to surrender possession at the end of the term (or any extension after notice to terminate), Martin shall pay to City and reimburse City for all reasonable attorney fees and expenses incurred by City arising from or as a result of such failure or any actions taken by City to enforce this Lease.

9. Martin shall not assign or convey this Lease or sublet all or any part of the premises without the written consent of the City. The City may use its own judgment and discretion in determining whether to allow or permit an assignment of Martin's interests under this Lease, and the City is not obligated to exercise any degree of reasonableness in making such determination.

10. Time is of the essence of this Lease and its terms.

11. In the event any clause, paragraph, section or provision of this Lease should be found to be invalid by reason of any statute, law or judicial decision, then the remainder of the Lease shall nevertheless remain in full force and effect, the same as if such clause, paragraph, section or provision had been deleted from the Lease.

10. This Lease contains all the agreements and understandings made between the parties and may only be modified in writing signed by the parties or their respective successors in interest.

11. This Lease shall be construed in accordance with the laws of the State of Illinois.

The parties hereto have caused this Lease to be executed by themselves or their duly authorized officers on the date first set forth above.

CITY OF ROCK FALLS

MARTIN & COMPANY EXCAVATING

By: _____
Robbin E. Blackert, City Administrator

By: _____

Exhibit A

(Map)

City of Rock Falls



Date: April 12, 2018

To: Elected Officials

From: Michelle Conklin, Deputy Clerk

We need to have new signature cards made for our Checking Accounts, MMDA, and Certificates of Deposit. The banks are requiring minutes stating who the new signers of the accounts will be.

I will need to have a motion made:

Approval for William B. Wescott, Mayor, Kay Abner, City Treasurer and Robbin Blackert, City Administrator to be authorized signers on all City of Rock Falls accounts and two authorized signatures are required for all transactions.

Thank you!
Michelle

2019 - 2022 Lawn Maintenance Bid

Arrezola Lawn Care Burger Brothers Trucking
 1209 W 18th Street P.O. Box 107
 Rock Falls, IL Rock Falls, IL

Grass Height 8-12"

Lot Size 50'X75'	\$40.00	\$70.00
Lot Size 50'X100'	\$50.00	\$75.00
Lot Size 50'X150'	\$60.00	\$85.00
Lot Size 50'X200'	\$70.00	\$95.00

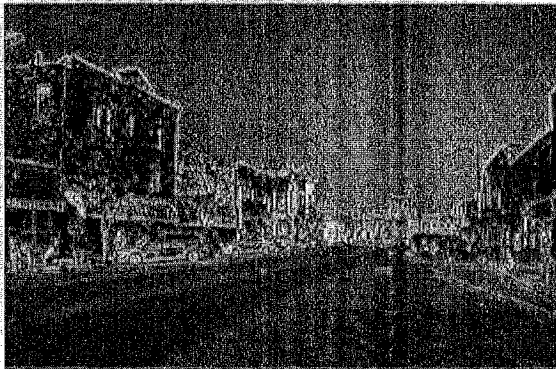
Grass Height 12"+

Lot Size 50'X75'	\$60.00	\$80.00
Lot Size 50'X100'	\$70.00	\$90.00
Lot Size 50'X150'	\$80.00	\$110.00
Lot Size 50'X200'	\$90.00	\$120.00

Advanced Pipeline Assessment



INSPECT > UNDERSTAND > PLAN > EXECUTE



Proposal for
Rock Falls, Illinois
YES, Your Entire System,
System-Wide Sanitary Sewer
Categorization

December 6, 2018

Prepared for:

City of Rock Falls
Water Reclamation Services
Edward J. Cox
WWTP Superintendent
603 W. 10th Street
Rock Falls, Illinois 61071

Submitted By: Tim Graeb
RedZone Robotics, Inc.
Regional Business Development Manager
1736 Virginia Avenue
Libertyville, IL 60048

847-778-4453 Phone
tgraeb@redzone.com



Advanced Pipeline Assessment

Cover Letter

Rock Falls, Illinois

YES, Your Entire System Program

December 6, 2018

Mr. Edward J. Cox
WWTP Superintendent
City of Rock Falls
Water Reclamation Services
603 W. 10th Street
Rock Falls, Illinois 61071

RE: Proposal for Rock Falls, Illinois, YES, Your Entire System, System-Wide Sanitary Sewer Categorization

Dear Mr. Cox:

RedZone Robotics would like to thank the City of Rock Falls for the opportunity to submit our YES, Your Entire System program. We created a specialized offering for the City based on your needs. Our goal is to develop a customized program through mapping, coding, and centralizing the data to provide decision support for the entire collection system. This will eliminate the continuous reactive repair approach to a new method of being well maintained. Overall, the difficulties of the system are alleviated and it brings complete stability to your day to day operations.

The notable components to the program are as follows:

- Five (5) year term with an annual payment of \$70,463.08
- At-risk payment program with zero (0%) financing rate
- Ability to bring "legacy " data into ICOMMM

Our goal for your system:

- Avoiding surprises associated with unforeseen failures
- Increasing demand for services & stringent regulatory requirements
- Determining the optimal time and method for rehabilitation & O&M work
- Increasing pressure to prove proper spending of limited resources and funds
- Desire to set rates at proper levels

The benefits of the YES, Your Entire System program includes:

- Establishing a centralized system of record, in a highly expedited manner, to document the system and its condition for today and for future managers.
- Efficient and focused spending of capital and operations and maintenance dollars
- Easier meeting of service expectations and regulatory requirements. Avoid consent decree/orders
- Fact based rate setting based on sound operational planning

RedZone will use advanced, autonomous data collection technology to efficiently map and inspect the entire wastewater collection system. This information will be paired with our ICOM3 software to manage the data in one centralized location, and will include decision support tools to enable prioritization and planning.

The proposal must be executed by authorized individuals from the City of Rock Falls prior to the commencement of any work related to this proposal. This offering will expire on April 30,2019.

For more about RedZone Robotics, please visit our website at www.redzone.com. We thank you for considering our technology and services and welcome the opportunity to work for the City of Rock Falls.

Sincerely,

Tim Graeb
Regional Business Development Manager
RedZone Robotics, Inc.

RedZone Robotics, Inc.

91 43rd Street, Suite 250 Phone 412.476.8980
Pittsburgh, PA 15201 Fax 412.476.8981

www.redzone.com

Executive Summary

Rock Falls, Illinois

YES, Your Entire System Program

THE PROBLEM:

RedZone Robotics has framed out a scope of work based on the RedZone Y.E.S. Your Entire System program to address the fundamental problem facing most collection system managers: a lack of a complete baseline understanding of the true current state of assets.

The failure to truly understand the current state of collection system assets makes it needlessly difficult to answer these common questions that collection system managers must deal with:

1. Where are the most pressing problems to address in order to maintain services?
2. What are my long-term concerns that need to be factored into future CIP and O&M budgets?
3. What are the most appropriate projects to do at any given time to maintain services?

Ultimately the critical question is, "What is the best way to spend the limited funds available to be the most responsible steward of these abundant and critical wastewater assets?" The answer lies in information that to-date has been unattainable, but that will be gathered and made easy-to-use with this program.

According to the EPA, sewer system assets that are not sufficiently understood and proactively maintained will typically deteriorate faster than expected and lead to higher replacement costs and emergency repair costs. The EPA stipulates that there are 5 core questions at the core of proper asset management practices:

1. What are my required levels of service?
2. What is the current state of my assets?
3. Which are my critical assets?
4. What are the minimum life cycle costs?
5. What is the most appropriate long-term funding strategy?



Typically, municipalities and authorities are so consumed with #1. They cannot solve #2 through #5.

THE SOLUTION:

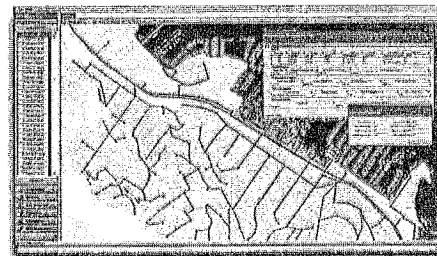
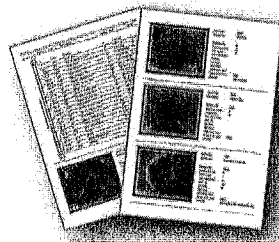
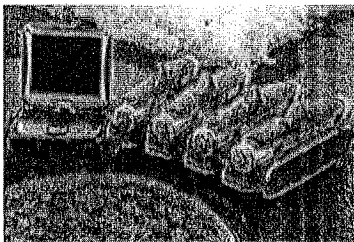
With RedZone Robotics having the ability to utilize advanced technological capabilities through our YES program, the City of Rock Falls will receive the following benefits to your wastewater collection system:

1. Gain a complete and accurate understanding of the collection system and its true baseline condition
2. Establish a centralized system-of-record to manage essential information
3. Achieve 'smart sewer spending' by making defensible, fact based decisions
4. Facilitate compliance with local and federal regulatory agencies
5. Protect the environment from disasters resulting from unknown problems
6. Make better use of resources. Do 'more with less'.

YES, YOUR ENTIRE SYSTEM PROGRAM SPECIFIC HIGHLIGHTS:

The YES, Your Entire System program provides you with one vendor with well aligned financial incentives and unique technology solutions to provide the following:

1. Expedited current state characterization of the entire collection system in 8-12 months
2. Characterization of findings/defects in pipes and manholes according to industry standards with NASSCO PACP/MACP
3. Industry leading ICOM3 collection system asset management software as a hosted service
4. GIS Correction reports to ensure your GIS is updated with current information



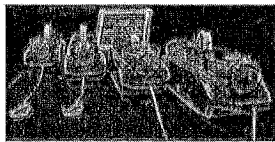
Company Background

Rock Falls, Illinois

YES, Your Entire System Program

“The data that would have taken us 15 years to gather by conventional televising methods, now took only 15 months,”

Stephen Hogan, General Manager, Peachtree City Water & Sewerage Authority



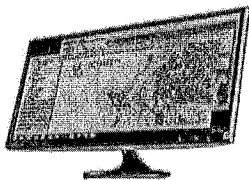
Solo Squad

RedZone Robotics employees and asset management program are NASSCO certified.

King County, Washington, RedZone surpassed the NASSCO collection record for one segment over 12,000 LF.



MD Profiler

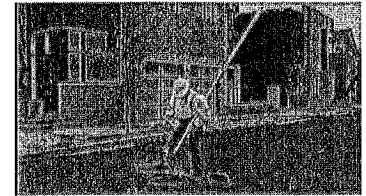


ICOM – Asset Management System

**300 Cities Served,
Over 70 Million Feet Inspected**

RedZone Robotics Inc.

<u>Corporate Headquarters:</u>	<u>New Zealand Office:</u>
91 43 rd Street	13 Tarndale Grove
Pittsburgh, PA 15201	Albany, North Shore, Auckland
Phone 412-476-8980	Phone: +64-9-4799901
Fax 412-476-8981	Fax: +64-9-4799904

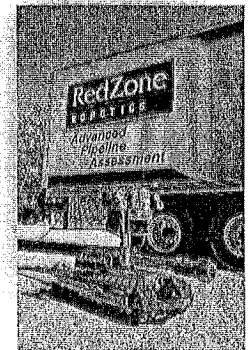


Solo Deployment

RedZone Robotics Reputation:

Since 1987, with 31 years in business, RedZone Robotics, a spinoff from Carnegie Mellon University's Department of Robotics, has designed advanced, customized robotic applications. Early in its growth, RedZone found itself uniquely positioned to provide its services to the wastewater collection industry – an industry with numerous costly assets, limited budgets, and aging infrastructure. RedZone's innovative, advanced pipeline inspection technologies provided wastewater managers with the tools to quickly and accurately assess their systems.

As a pioneer and leader in inspection for wastewater collection systems, RedZone Robotics designed and built its own equipment to meet the challenges of high flow and difficult segments. In addition, the high importance is the data gathered by the robots cannot be overstated. The use of multi sensor inspections (MSI) to gather data for mid and large diameter lines is crucial. MSI provides advanced assessment with synchronized digital CCTV for clearer images, sonar to calculate sediment levels, laser profiling to detect size, alignment, ovality/corrosion defects, H2S gas detection and air temperature measurement. As a response to industry's needs, RedZone later developed Solo, an autonomous robot that provides a fast, highly efficient, and cost-effective platform to inspect the structural integrity of the abundant quantity of 8" to 12" pipes. Solo is compact, lightweight, and easily deployed in any location accessible by a technician, allowing for access to manholes that a truck-based CCTV platform cannot reach. Solo Squads can be deployed for a rapid system wide assessment of the collection system.



Responder Robot

The tremendous quantity of data gathered from its robotic inspections, RedZone realized and was instrumental in providing clients a solution with decision support in budgeting, planning, and providing work order management capabilities. This potential was realized through the development of a GIS-centric, wastewater specific asset management program known as ICOM. ICOM enables more cost efficient and effective capital improvement projects, more tightly integrated inspection viewing, and improved prioritization of repairs and maintenance. RedZone Robotics eliminates underground uncertainty and the reactive repair cycle and replaces it with simplified, proactive wastewater management.

Today, RedZone Robotics supplies highly advanced pipeline assessment products and services to municipalities, contractors and engineering firms. RedZone Robotics assessed **over 70 million feet** of sewer line across North America including over **300 cities** such as Arlington, Atlanta, Akron, Baltimore, Calgary, Cedar Rapids, Charlotte, Cincinnati, Cleveland, Columbus, District of Columbia, Dallas, Detroit, Fort Worth, Honolulu, Houston, Las Vegas, Los Angeles, Mexico City, Montreal, New York, Pittsburgh, Portland, Richmond, Salt Lake City, San Francisco, Seattle, Spokane, St. Paul, Toronto, are just to name a few of the many clients that have utilized RedZone Robotics' technology.

Understandably, wastewater managers are tasked with making critical decisions about their most valuable assets and buried infrastructure. RedZone's advanced pipeline assessment technology provides organizations with the knowledge and decision-making capabilities to successfully and proactively manage a collection system.



Advanced Pipeline Assessment

Price Proposal

Rock Falls, Illinois

YES, Your Entire System Program

Proposal Date		Expiration Date	
December 6, 2018		April 30, 2019	
Prepared for:		Prepared by:	
Edward J. Cox WWTP Superintendent City of Rock Falls Water Reclamation Services 603 W. 10th Street Rock Falls, Illinois 61071		Tim Graeb Regional Business Development Manager RedZone Robotics, Inc. (847) 778-4453 tgraeb@redzone.com	
Opportunity Name		Opportunity Title	
City of Rock Falls, YES Program		System-Wide Sanitary Sewer Categorization	
Proposal Type			
Pricing Proposal- Special Y.E.S. Client Offering			
General Description			
<p>This proposal is for an all-encompassing professional services offering called the RedZone Robotics YES, <u>Y</u>our <u>E</u>ntire <u>S</u>ystem program. RedZone will render services and establish this system of record in the ICOM3 software during an expedited initial term. Special Case Study Client concessions apply. Expedited condition assessment & configuration of a collection system asset management program. Actual timelines are subject to mutual agreement of the respective Client and RedZone project management teams.</p>			



Advanced Pipeline Assessment

Price Proposal - Schedule of Values

Rock Falls, Illinois

YES, Your Entire System Program

ITEMS FOR PROPOSAL			
ITEM	QUANTITY	DESCRIPTION	NOTES
RZR-001	1	Mobilization and Demobilization	\$ 75,000.00 Mob and De-Mob of All Required Assets for Field Condition Assessment Work
YES-100	203,968 LF	YES, Professional Services: 8" to 12" Asset Characterization - Solo	\$0.85 Field Data Gathering, PACP Characterization and Digital Upload
YES-105	9,647 LF	YES, Professional Services: 15"-33" Asset Characterization - CCTV	\$2.80 Field Data Gathering, PACP Characterization and Digital Upload
YES-106	1,318 LF	YES, Professional Services: 15"-33" Asset Characterization - MSI	\$4.50 Field Data Gathering, PACP Characterization and Digital Upload
YES-210	1	YES, Professional Services: GIS Discrepancy Report	NC Summary Report of Location and Attribute Information for Upload Into GIS
YES-300	1	YES, Professional Services: ICOM3 Software License & Support	\$10,000.00 Five Year Initial Term Licensing, Hosting, Maintenance and Support
YES-400	140 Hrs.	YES, Professional Services: ICOM3 Implementation, Configuration, & Professional Service	\$150.00 Training, Configuration, Implementation, GIS consumption interface, portal interface (responsibilities, details and limits of scope to be mutually negotiated and made part of final Contract prior to execution).
			\$352,315.40

Payment Terms:

- This is a lump sum project totaling \$352,315.40
- Five (5) Annual payments are to be made in the amount of \$70,463.08. The first payment is due upon signing of the contract. Subsequent payments are due based on the following schedule: Payment two will be due January 2020, Payment three January 2021, Payment four January 2022 and Payment five due January 2023.
- The term will commence once work begins, that work being the first of either setting up the ICOM3 software or beginning the field condition assessment.
- All invoices are due Net 30.

Pipe Size & Asset Inventory Information:

All representations of pricing and services are based on the following asset inventory provided by Client. Changes to the agreed upon mix of assets may impact pricing, scope, services provided and timing.

Total System Mileage	40.70 Miles
Total System Footage	214,933 LF
Total System Manhole Count	914 (excluded from scope)

Pipe of Unknown Size:

Whereas Client may have some collection system assets of unknown diameter and or quantity, such assets are not included in This Proposal. Upon discovering the facts on these assets, Client and RedZone will agree to a change-order to pay for inclusion of these assets if Client so chooses. Prices will be as per those indicated in This Proposal under the section entitled 'Additional Services'.

ICOM3 Software:

This proposal includes ICOM3 hosted licensing, maintenance and support & upgrades for the Initial Term of the first Sixty (60) months.

At the end of the Initial Term, an annual License Subscription, Hosting, Maintenance and Support contract is required if Client seeks to maintain use of then-current hosted License Subscription, Hosting, Maintenance and Support services. Paying these fees is not required.

In the event this term expires, and Client has paid all amounts due RedZone Client shall have one perpetual, fully-paid, non-exclusive, non-transferable, non-assignable, non-sub-licensable local usage license of the ICOM software to be used in compliance with the other, non-conflicting license terms set forth in the Contract, solely for Client's internal purposes.



Advanced Pipeline Assessment

The optional fees for annual License Subscription, Hosting, Maintenance and Support, which would commence at the end of the Initial Term, are Ten Thousand Dollars (\$10,000.00 USD).

These fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

ICOM3 Professional Services Summary:

This Proposal includes one hundred and forty (140) hours of professional services.

These professional services have been allocated to this project to perform a variety of services inclusive of, but not limited to, training, initial configuration and engineering support. Details will be finalized in a jointly determined work order.

Additional Services:

INSPECTIONS: If at any time in the agreed upon term the Client wishes to contract with RedZone to complete additional condition assessment work, the Job will be quoted based on the required scope of work. Linear foot pricing will be one dollar (\$1.00) per linear foot for pipe diameters of < 6", 8", 10" and 12". Linear foot pricing will be two dollars (\$2.00) per linear foot for larger diameters of pipe inspected with CCTV only. Linear foot pricing will be six dollars and fifty cents (\$6.50) per linear foot for MSI Inspections. These fees cover the price of RedZone deployed inspection, PACP coding, and configuring of information into ICOM3. For manhole inspections, the unit price per manhole would be seventy five dollars (\$75.00). These fees assume that a minimum scope required for RedZone services would entail ten thousand dollars (\$10,000) of fees. Nothing in this Proposal binds the Client to use RedZone for such additional services as other options exist inclusive of the Client renting equipment and self-performing or using other contractors for work above and beyond the stated scope of work in This Proposal.

DATA SERVICES: If at any time in the agreed upon term the Client wishes to contract with RedZone to perform data services and/or data integration services above and beyond the initial allocation for this project, RedZone will quote those services on a time and materials basis based on an hourly rate of one hundred ten dollars per hour (\$110/hr.). Examples of data services and data integration services would be as follows but not limited to: importing and configuring data from other service providers into ICOM3, importing legacy data into ICOM3 and custom configuration of the software to meet specific needs. Please note that in the event any third party contractor provides data in a widely accepted industry standard digital format (i.e. NASSCO PACP, MACP) no data integration services should be required.

Data:

The Client shall receive information and reports in accordance with the scope of services described in this proposal. Except as set forth below, the data and information (the "Data") about the Client's pipes, properties and facilities collected or obtained by RedZone during the course of performing the Work belongs to and is the confidential and proprietary information of the Client. Notwithstanding the foregoing, (i) RedZone shall be entitled to retain and use the Data to provide future services to Client and (ii), without disclosing the Data to any third party in an un-compiled fashion or as belonging or relating to Client, RedZone may retain, store, use and compile the Data with comparable data from other parties in an aggregate fashion to create a database that RedZone may use, process and analyze to provide predictive, diagnostic and other services to other parties.

Non-Appropriations, Termination & Termination Costs:

Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Payments due under this Agreement, Client will immediately notify the RedZone of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Client of any kind whatsoever, except as to the portions of Agreement Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Client agrees to peaceably surrender possession of the Software to RedZone the date of such termination and provide written confirmation that the Software has been removed from all Client computers. RedZone will have all legal and equitable rights and remedies to take possession of the Software.

Notwithstanding the foregoing, and to the extent permitted by law, Client agrees that it will not cancel this Agreement under the provisions of this Section if any funds are appropriated to it, or by it, for the intended use of the Software for the period in which such termination occurs of the next succeeding fiscal period thereafter. In the event the Client fails to appropriate funds towards this program in a given fiscal cycle no termination costs will be imposed by RedZone. If funds are not appropriated, software will be removed and a data migration plan of Client data will be jointly determined. If in the event the Client chooses to retain RedZone to assist in the data migration execution, an estimate will be provided on a time and materials basis. RedZone's assistance in such a data migration plan is not required.



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Proposal Notes & Exclusions:

1. This is a limited time introductory offering. Stated terms, conditions and concessions will expire upon expiration date of this Proposal.
2. Actual timelines and execution schedules will be formalized in a scope of work document that will be approved by both the Client and RedZone.
3. This Proposal must be executed by an authorized agent of Client prior to the commencement of any work related to This Proposal.
4. This Proposal is intended for review and consideration of the addressee, is the property of RedZone and is not to be published into the public domain with the written consent of RedZone.
5. In the event This Proposal is in conflict with any other related documents This Proposal is agreed to be the governing artifact.
6. Client understands that changes in scope, including pipe size changes, as well as unexpected pipe conditions, may result in a change order. Any such change orders will require Client approval.
7. RedZone excludes prevailing rate wages.
8. RedZone excludes bonding.
9. RedZone excludes traffic control permitting and any traffic control beyond basic cones and signs.



Advanced Pipeline Assessment

Signature

Rock Falls, Illinois

YES, Your Entire System Program

Thank you for your consideration of RedZone Robotics, Inc.

This proposal is intended solely for the consideration of the addressee.

Client Signatures Below Will Be Regarded as Acceptance and Notice to Proceed

Signature: _____

Name: _____

Title: _____

Date: _____



Advanced Pipeline Assessment

Terms and Conditions

Rock Falls, Illinois

YES, Your Entire System Program

APPENDIX A: DESCRIPTION OF SERVICES, TERMS AND CONDITIONS

YES-100 YES Professional Services: 8-12" Asset Characterization - SOLO

Solo Inspection Service

Characterization and asset inspection service of 8-12" gravity pipeline segments will use Solo autonomous (unmanned) robot with front and rear 360 degree cameras. To characterize an asset's condition, the service includes an initial inspection and a reversal inspection if necessary. The service will be completed within the timeframe indicated in the YES proposal, performed in one or more mobilizations, subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline will be pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline.

The defect coding service will be completed by individuals will current NASSCO PACP certification, subject to YES Reporting Terms & Conditions.

ICOM3 Upload

The video/imagery and defect coding data will be loaded into the customer's ICOM3 software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM3 software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and virtually pan, tilt, zoom to the front and rear wide angle images.

YES-105 YES Professional Services: 15-33" Asset Characterization - CCTV

CCTV Inspection Service

Characterization and asset inspection service of 15-33" gravity pipeline will use Closed Circuit Television (CCTV) with pan, tilt, and zoom capabilities. To characterize an asset's condition, the service includes an initial inspection and a reversal inspection if necessary. The service will be completed within the timeframe indicated in the YES proposal, performed in one or more mobilizations, subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline will be pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline. The defect coding service will be completed by individuals will current NASSCO PACP certification, subject to YES Reporting Terms & Conditions.

ICOM3 Upload & Deliverables

The video/imagery and defect coding data will be loaded into the customer's ICOM3 software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM3 software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and play the video using multiple speed settings.

YES-106 YES Professional Services: 15-33" Asset Characterization - MSI

Multi-Sensor Inspection Service

Characterization and asset inspection of 15"-33" gravity pipeline using multi-sensor inspection technology equipped with video, sonar, and laser sensors. To characterize an asset's condition, Pipe Size, Sediment Levels, Corrosion Levels, Ovality Levels, and visible defects will be determined where possible. The equipment will be deployed with sensors appropriate for the encountered pipe and flow conditions. The multi-sensor technology will be deployed from 1) a floating platform or 2) a sonar-only platform if unable to deploy the floating platform. The service includes an initial inspection and a reversal inspection if necessary. RedZone may substitute a tracked platform at its discretion.

The service will be completed within the timeframe indicated in the YES proposal, performed in one or more mobilizations. Subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline. The defect coding service will be completed by individuals will current NASSCO PACP certification. Subject to YES Reporting Terms & Conditions.

Multi-Sensor Data Analysis and Processing

Multi-sensor data processing, analysis, and preparation of reports for collected multi-sensor information. Pipe Size, Sediment Levels, Corrosion Levels, and Ovality Levels will be determined where possible, based upon the availability and QA/QC verification of the collected multi-sensor data. This analysis will be accompanied by visualizations such as 3D, "flat", and cross-section visualizations of the multi-sensor data. Subject to YES Reporting Terms & Conditions.

ICOM3 Upload & Deliverables

The video/imagery, defect coding data, and multi-sensor graph results and visualizations will be loaded into the customer's ICOM3 software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM3 software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and view the streams of multi-sensor data and visualizations synchronized with the video.

YES-210 YES Professional Services: GIS Discrepancy Report

Attribute Discrepancies

Based on data collected during the inspection process, RedZone will report discrepancies between attribute information included in the customer's available GIS and the encountered field conditions. This report will identify assets where the GIS attribute information may be inaccurate so that the GIS custodian can make required updates or changes. Attribute discrepancies include differences in asset shape, size, material, or flow direction.

Network Discrepancies

Based on data collected during the inspection process, RedZone will report discrepancies in the network layout between the customer's available GIS and the encountered field conditions. Examples include found manholes or manholes that were verified to not exist. GPS locations will be included with found manholes, where available. This report will identify areas in the GIS network that may be inaccurate so that the GIS custodian can make required updates or changes.

Deliverables

This report will be delivered upon completion of the YES Inspection Professional Services. After delivery of the first report, this report can be dynamically generated within the ICOM3 software based on the most recent inspection and GIS data contained within the system.

YES-300 YES Professional Services: ICOM3 Software License & Support

ICOM3 Software and Hosted Service

At the end of the agreed upon YES term, as specified in the proposal, the customer will own a perpetual license of the hosted ICOM3 software for up to 10 users.

ICOM3 Inspection Management Module

The hosted software will include the ICOM3 inspection management module, including the ability to view inspections, query inspection results, visualize inspections on the GIS map, and load new inspections.

ICOM3 Work Management Module

The hosted software will include the ICOM3 work management module, including the ability to create work plans and schedules, issue and track work orders, log service calls or overflows, and summarize work activities.

ICOM3 Decision Support Tools Module

The hosted software will include the ICOM3 decision support tools module to allow prioritization of critical assets within the system and the creation and tracking of fact-based Capital Improvement Plans.

Software Maintenance, Support, Hosting, and Upgrades

Throughout the length of the agreed upon YES term, as specified in the proposal, the customer will receive ongoing software updates and have access to RedZone remote technical support. The customer will have the option to continue the maintenance, support, hosting, and upgrade services on an annual basis upon conclusion of the YES term. The schedule for providing customer with access to the software will be determined by RedZone's Project Manager and will be communicated in the Project Plan and Schedule.

YES-400 YES Professional Services: ICOM3 Implementation, Configuration, & Professional Services

Implementation, Configuration, and Professional Services

Up to the specified quantity of professional services hours will be allocated to this project to perform a variety of services inclusive of, but not limited to, the below tasks and services. Additional professional services can be purchased as specified in the proposal. A training & professional services plan will be jointly agreed to including but not limited to:

a) Standard Software Configuration & Setup

The customer's ICOM3 account will be created, the GIS map data will be loaded in, user logins will be setup, and the software will be configured with standard YES queries, work order forms, map overlays, and reports.

b) Standard Software Implementation

RedZone will provide personnel to install all required software product(s) onto the customer's workstations and assist the setup between the workstations, servers, and Local Area Network (LAN).

c) Standard Software Training

RedZone shall provide hands-on on-site and/or remote training for the customer's staff.

d) Professional Service Hours: Data Import

RedZone will work jointly with the customer to determine appropriate CCTV and other historic information which should be brought into the ICOM3 system. This data will then be imported.

e) Professional Service Hours: ICOM3 Configuration

The customer may request additional configuration of forms, work orders, queries, map overlays, and reports. Professional services will be provided to satisfy these requests where possible.

f) Professional Service Hours: Civil Engineer Consultation

A civil engineer will provide skills and expertise to assist the customer with their evaluation of critical assets, creation of proactive plans, or creation of a Capital Improvement Plan and budget. The schedule for completing these Professional Services will be determined by RedZone's Project Manager and will be communicated in the Project Plan and Schedule.

FIELD RELATED PROFESSIONAL SERVICE TERMS AND CONDITIONS

Professional Services outlined in the proposal pertaining to inspection of collection system assets and gathering of field data, collectively referred to as "Inspections", will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Commercially reasonable efforts to gather data** - It is understood and agreed to that RedZone's data gathering efforts may not necessarily result in a complete manhole-to-manhole traversal. The equipment used to perform the data gathering may not be able to traverse the entire length of pipeline due to conditions such as grease, deposits, debris, protruding taps, root buildups, offset joints, or other circumstances. Unless otherwise specified, RedZone's data collection and inspection activities will consist of a first inspection and a reversal inspection (from an alternative access point) if necessary. This two-pass method constitutes a commercially reasonable effort by RedZone to complete the data gathering and satisfies RedZone's obligations within the scope of work contemplated by this Agreement and the information obtained will be presented as such. Additional services by RedZone to perform additional inspections may be available pursuant to separate written change order or agreement after the customer has cleared problematic conditions.
- b. **Flow conditions** - The quality and value of the information collected during the Inspections may depend upon flow conditions encountered during the inspection. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may at times be asked to perform actions such as line-plugging or modifying pump station or treatment plant operations to affect the pipeline flow levels in conjunction with RedZone's inspection activities, at the customer's discretion and cost, to mitigate some effects that high flow rates may have on the inspections. RedZone shall not be responsible for issues concerning quality or value of data, or performance of inspections attributable to flow conditions.
- c. **Pipe and manhole location** - RedZone will use commercially reasonable efforts to locate manholes and access points that are required to complete the inspections. RedZone will use maps provided by the customer and make reasonable efforts to search for manholes and access points in the expected vicinity of each required manhole or access point. Certain manholes may not be possible to locate, for reasons including but not limited to: inaccurate mapping provided by the customer or the manhole being situated in an unreachable location (paved over, buried, under water, restricted area, etc.). RedZone will use the ICOM3 software to highlight manholes or access points that RedZone was not able to locate. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were successfully located to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may perform actions such as flagging manholes or uncovering buried manholes in conjunction with RedZone's inspection activities, at the customer's discretion and cost, to increase the number of manholes that RedZone is able to successfully locate. RedZone assumes no liability for any errors or omissions in any maps or other location information provided by the customer, including any errors or omissions made by RedZone in interpreting such customer-provided information.
- d. **Pipe and manhole access** - RedZone will use commercially reasonable efforts to access manholes and access points that are required to complete the inspections. Certain manholes may not be possible to access, for reasons including but not limited to inability to locate the manhole, the manhole being in an unreachable location (paved over, buried, under water, forbidden area, etc.), or due to the manhole cover being locked, damaged such that it is inoperable, or otherwise impossible to remove without specialized tools and equipment. RedZone will use the ICOM3 software to highlight manholes or access points that RedZone was not able to access. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were accessible to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may perform actions such as uncovering buried manholes, coordinating for access to private property or forbidden areas, or removing locked or damaged manhole lids, at the customer's discretion and cost, to increase the proportion of manholes that RedZone is able to successfully access.
- e. **Scope of inspection work** - RedZone agrees to use commercially reasonable efforts to complete the data gathering as described in the proposal. Customer must identify specific pipelines and manholes to constitute the scope for inspection, up to the specified footage quantities or asset count. For each asset included in the scope, the allocated footage for such line segment will be deducted from the customer's purchased total whether the inspection is fully completed or attempted by RedZone as follows. For completed inspections, the actual footage of the inspection as measured by the inspection device will be deducted from the customer's purchased total for the relevant category of inspection footage. Pipe inspections that cannot be completed due to inability to locate or access manholes as described above will be counted as attempted inspections. The length of the pipe as shown on the associated map for which the attempted inspection occurred will then be deducted from the customer's purchased total for the relevant category of inspection footage. Inspections that do not complete the full length of the pipe asset, when summing the total of the first pass and second pass reversal attempt as described above, will similarly be counted as an attempted inspection and the full length of the pipe segment will be deducted from the customer's purchased total for the relevant category of inspection footage. When a second pass reversal inspection is conducted and results in overlapping footage between the first pass inspection and the second pass reversal, the overlapping portion of the inspection will not be deducted from the customer's footage total. If the customer desires to have additional inspections performed, the customer can request to add to the inspection scope using the Service Order process described in the contract.
- f. **Work Hours** - In order to complete the work as efficiently as possible, RedZone wishes to retain maximum flexibility with respect to work hours that inspection activities may be completed. RedZone may perform inspection work through 24 hours each day, 7 days per week. RedZone will coordinate with the customer's project manager to provide our inspection schedule in advance and to determine conditions or events that may prevent us from performing inspection work in specific areas at specific times.



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Reporting Terms & Conditions

Professional Services outlined in the proposal pertaining to the processing, analysis, or presentation of inspection or field data, collectively referred to as "Reporting", will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Report delivery** – The delivery of completed reports may be completed in tranches. The schedule for report delivery will be communicated in the Project Plan.
- b. **Efforts to complete reporting** - Due to certain pipe conditions, some Inspection data may not be suitable for Reporting. It is understood that Reporting will be completed where possible subject to limitations on the quality and value of data. With respect to multi-sensor data gathered from multi-sensor inspections, certain Reporting metrics and presentations may not be available for every inspection depending on conditions that may have limited the collection of data from one or more sensors.
- c. **Electronic report delivery** - All reports and related video and media will be delivered to Client in electronic format only. The customer, at customer's cost and discretion will have the ability to print hard copies of any or all electronic reports.
- d. **Report approval** - The customer shall have up to sixty (60) days after a given report has been delivered or made available to the customer to notify RedZone in writing of any material errors or omissions on said reports. Reports will be deemed to be approved and accepted by the customer if written notification to the contrary is not provided to RedZone within this sixty (60) day period. Any changes after this date must be agreed upon between both parties and may result in additional charges to the customer.

Field related professional Services outlined in the proposal pertaining to ICOM3 software will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Paper maps** – Under circumstances where the customer does not have GIS data available for the partial or entire scope of inspection, the customer will at minimum provide paper maps which indicate the locations of the pipe and manhole assets. The maps need to be accurate enough to locate the assets with commercially reasonable efforts.
- b. **Configuration of work orders and forms in ICOM3 software** – On dates as communicated in the project plan, customer input will be sought in the configuration of work-orders, forms, and system-wide reports. RedZone provides standard work orders and forms and no professional services will be required if the Customer wishes to use these standards. If configuration or changes are requested, Customer can provide redline changes to the standard forms, and modifications will then be configured into ICOM3 using professional services hours.
- c. **ICOM3 Training** – On dates as communicated in the project plan, a set number of on-site and remote training sessions will be scheduled. If additional training is requested, this will be scheduled subject to availability of RedZone trainers and these additional training hours will be considered as professional services.
- d. **Asset Identification and Map Data** - The customer will retain ownership and custodianship of all mapping and GIS data, and RedZone will not directly modify the customer's maps. RedZone will make reasonable efforts to associate each report and all inspection results to an asset on the customer's map within the ICOM3 software. In cases where RedZone is unable to associate results to an asset on the customer's map, including cases where the customer's map is inaccurate and is missing the appropriate asset, RedZone will identify these discrepancies in a report.

SOFTWARE SERVICES TERMS AND CONDITIONS

1. **Grant of Access to Software Services** - RedZone hereby grants to Client and its Authorized Users access to the Software Services as described herein, through User Identities (defined below) for Client's internal purposes and Client accepts such access on a non-exclusive basis, subject to the terms and conditions set forth in this Agreement. Client's rights hereunder, and access to the Services, are non-assignable, non-transferable, and non-sublicenseable.

2. Obligations of Client

(a) Client has appointed an individual (or individuals) ("**Administrative User**") to serve as liaison between Client, Authorized Users and RedZone. Administrative Users are Client's duly authorized agents to act on behalf of Client on all matters related to the Software Service.

(b) Client shall have sole responsibility for deciding which of its employees, contractors, agents and sub-contractors ("**Authorized Users**") will be granted access rights to the Software Services to act on behalf of the Client to enter and access data in and through the Software Services. The Administrative User shall identify Client personnel to be provided access to the Software Services as Authorized Users by submitting requests through the Software Services ("**New User Registration Requests**"). RedZone shall be entitled to rely on New User Registration Requests, and the information submitted in connection therewith, submitted under the Administrative User's User Identity as the sole basis for determining Client's authorization in granting access to Authorized Users identified on such New User Registration Requests.

(c) The identity of Authorized Users will be verified by the use of user names together with a password, as created by the Administrative User or the Authorized User using the Software Services ("**User Identities**"). Client agrees that it is solely responsible for securing its User Identities and not sharing such User Identities with others. RedZone will assume that any person using the Services under a given User Identity is the individual associated with such User Identity in



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RedZone's records and will grant access to information and any other capabilities accordingly. Using, or permitting the use of, the Services under User Identities not actually assigned to an individual are prohibited.

(d) Client will be solely responsible for maintaining and updating its roster of Authorized Users, including without limitation, updating its roster of Authorized Users in response to changes in employment relationship with specific Authorized Users ("Access Control Administration"). Client will be responsible for ensuring that each Authorized User understands and agrees to the standards of conduct and use for the Services set forth herein before Administrative User's submission of a New User Registration Request on behalf of such individual.

(e) Client agrees that the Service will be used solely for the purposes and functions contemplated by this Agreement and shall refrain from using the Service for any other purpose ("Prohibited Conduct"). "Prohibited Conduct" shall include, but is not limited to, accessing, tampering with or using areas of the Services or RedZone's computer systems that exceed the scope of Client's authorization; tampering with or attempting to access other user accounts or information of other users; attempting to gather and use information available from the Services to transmit any unsolicited advertising; and the knowing transmission of any viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other malicious code or computer programming routines that may be introduced to the Services or other computer network systems of RedZone as a result of access thereto by Client and its Authorized Users. Client shall be strictly liable to RedZone for, and shall hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of prohibited conduct by Client or its Authorized Users.

(f) Client agrees not to use the Service in a manner that results in excessive bandwidth or storage capacity usage. RedZone reserves the right, in its sole discretion, to determine whether and what action to take in response to any excess bandwidth or storage capacity usage, including without limitation temporary suspension or restriction of Services for Client and/or termination (after consultation with Client).

(g) Client represents warrants and covenants to RedZone that all data and other information provided to RedZone uploaded or input by or on behalf of Client or its Authorized Users to the Service:

(i) Shall not infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; and

(ii) Shall not violate any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising).

"Intellectual Property Rights" means any and all present or future tangible and intangible (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(i) Hardware, software and other equipment used by Client to access the Software Services must meet the minimum computing requirements and other specifications as defined in RedZone's product literature, as RedZone may adjust from time to time.

(j) Client is responsible for all internet, communication, and other costs associated with the use of the Services.

3. Data Security Reviews - RedZone Robotics hereby represents and warrants that all data centers used in the provision of Software Services hereunder have been the subject to an annual SAS70 Type II audit with no material deficiencies in controls reported and will continue to be subject to an annual data security audit, whether under the SAS70 Type II standard or a reasonably similar successor to the SAS70 standard.

4. Data - Client shall hold all right, title and interest in and to (a) all data and information provided by Client to RedZone during the Term of this Agreement; and (b) all video data resulting from condition assessment and the formatted data table of the inspection results pertaining to Client and/or its wastewater system or other assets ("Client Data"); provided however Client hereby grants to RedZone a limited, fully-paid, royalty free, worldwide, non-exclusive, irrevocable, right and license to use, reproduce, modify, adapt, enhance, improve, create derivative works of, publish, edit, translate, distribute, publicly perform, display and otherwise exploit the Client Data and any other data pertaining to Client for the purpose of performing RedZone services for Client under this Agreement and for any other RedZone purpose.

5. Technical Support - RedZone Robotics shall provide the following support services during the Term hereof ("Support Service"). Support Service includes program updates, fixes, security alerts, critical patch updates, general maintenance releases, selected functionality releases, and documentation updates. Technical support regarding the use of the Software Service will be available between the hours of 9:00 a.m. and 7:00 p.m., Eastern Time ("Normal Business Hours"), Monday through Friday, excluding United States federal holidays. Support will be available by telephone or e-mail via contact information that will be provided on request. RedZone shall use commercially reasonable efforts to respond to calls and requests for Technical Support received outside of Normal Business Hours on the next business day. Client acknowledges that technical support to be provided by RedZone is limited to the use of the Services and does not include "help desk" assistance or similar user or technical support to Client or its Authorized Users about interactions between the Service and Client hardware and/or software. Client shall be solely responsible for all such support for the benefit of its Authorized Users. Although RedZone personnel may attempt to offer assistance with such interactions between the Service and Client hardware and/or software, such issues are beyond the scope of RedZone's obligations hereunder and any advice as to such interactions shall be offered at Client's sole risk and Client and its Authorized Users agree to defend and hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of any advice given by RedZone personnel regarding interactions between the Services and Client hardware and/or software.

6. Planned Maintenance - From time to time, RedZone and/or a third party-hosting provider (the "RedZone Host") will update the processing server(s) on which the Services reside. Client will be notified in advance of all outages due to planned maintenance.



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CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

7. Client Software License - As part of the Software Services, RedZone will provide to Client and its Authorized Users, software downloadable through the Software Services for local installation (the "Client Software"). Such Client Software is owned by RedZone and/or its licensors and is licensed, not sold, to Client and its Authorized Users as follows. RedZone hereby grants to Client and its Authorized Users a time-limited, revocable, non-exclusive, non-transferable, non-sublicenseable right and license to download, install, and use the Client Software on equipment owned by Client and/or its Authorized Users, solely for downloading, storing, viewing, and interacting with Client Data and the hosted Software Services for Client's benefit. Except as expressly set forth herein, neither Client nor any of its Authorized Users acquire any licenses or other rights to any intellectual property of RedZone.

Client and its Authorized Users are entitled only to those rights with respect to the Client Software as are expressly granted by this Agreement. Any rights that are not expressly granted by this Agreement shall not be implied. Under no circumstance, and at no time, may Client or its Authorized Users: (a) copy, reproduce, or distribute the Client Software; (b) assign, sublicense, rent or lease or use in a service bureau capacity the Client Software; (c) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Client Software, or create derivative works from the Client Software; (d) reverse engineer, decompile, disassemble, modify, translate, or distribute the database(s) distributed and associated with the Client Software; (e) evaluate or use the Client Software for the purpose of competing with RedZone in any manner; or (f) facilitate the evaluation or use of the Client Software for the purpose of competing with RedZone in any manner.

8. Updates - RedZone will deliver updates, upgrades and modifications to the Client Software ("Updates") and associated local instance of Client Data database when an Authorized User logs into the hosted Software Services using the Client Software. Client shall be responsible for ensuring that each copy of Client Software hereunder is kept current through this connection mechanism and RedZone shall not be responsible for supporting any copy of the Client Software that has not been updated within the six (6) months immediately preceding a request for support.

9. Client Software License Term and Termination

(a) In the event RedZone terminates this Agreement for Client's material, uncured breach, the license in the Client Software shall terminate upon the termination or expiration of this Agreement.

(b) In the event Client terminates this Agreement for RedZone's material, uncured breach, Client shall have an additional thirty (30) day post-termination period to continue to use the Client Software in compliance with the license terms set forth in Section 7 above solely for the purpose of exporting or otherwise transitioning Client Data out of the Client Software prior to deletion. The Client Software shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client during this thirty (30) day post-termination period. At the end of this thirty (30) day post-termination period, the license in the Client Software shall terminate without any further action or notice.

(c) In the event this Agreement expires at the end of the full, completed Term, provided Client has paid all amounts due RedZone under this Agreement without hold back or set-off, Client shall have one perpetual, fully-paid, non-exclusive, non-transferable, non-assignable, non-sub-licensable local usage license of the ICOM3 software to be used in compliance with the other, non-conflicting license terms set forth in Section 7 above solely for Client's internal purposes. At that time an annual Subscription, Hosting, Upgrades, Maintenance and Support contract is optional. If selected, the annual Subscription, Hosting, Upgrades, Maintenance and Support fees will be due in accordance with The Proposal attached hereto. These fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. If at any point after the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

(d) Upon termination of the license in the Client Software pursuant to Sections 9(a) or 9(b) above, Client shall immediately remove all copies of the Client Software from equipment owned by Client or its Authorized Users using the uninstall functionality included with the Client Software.

(e) Upon request by RedZone, Client shall provide a written, signed certificate from an authorized individual certifying Client's compliance with this Section 9.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

10. Professional Services - RedZone will provide project management services, perform wastewater system inspections, collect and process inspection data, integrate or otherwise convert/process pre-existing, Client-provided inspection data for use with the Software Services, all as described on Exhibit A and subject to the terms and conditions set forth in this Agreement.

11. Client's Responsibilities - Client shall provide all reasonable cooperation and assistance to RedZone in its performance of Services hereunder, including without limitation implementing the mutually agreed upon Project Plan prepared and agreed upon by the parties after execution of this Agreement. To the extent specific work is scheduled to occur at a specified location pursuant to the Project Plan, Client shall not cancel or delay such schedule without at least five (5) business days' prior written notice. If Client does not meet this notice requirement and cancels or delays scheduled services, then RedZone reserves the right to charge Client for downtime and associated costs and expenses on a time and materials basis, including without limitation modification of travel or lodging plans.

12. Client Provided Labor - Where the Client provides labor for RedZone, the Client will hold RedZone harmless for liability, loss or expense for work-related injuries to those laborers not provided by RedZone. Client agrees to waive all rights of subrogation against RedZone arising out of the work in this Agreement, except where RedZone, its employees or agents have negligently participated in an activity or participated in an activity which is intentionally injurious to Client, its employees or agents. Client agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.



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13. Pre-existing Conditions - RedZone will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of RedZone's work at the location in question. Client is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.

14. Environmental Conditions - All debris encountered by RedZone during performance of onsite Services hereunder is represented by Client to RedZone to be non-hazardous, requiring no manifesting or special permitting. Client shall be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

15. Undisclosed and Paper Structures; Interpretation of Drawings - RedZone assumes no liability for any errors or omissions in any drawings, maps, data or other information provided or required by Client, including any errors or omissions made by RedZone in interpreting such data and information. Client acknowledges that the presence of undisclosed or paper structures (failing to disclose the presence of a manhole that exists, or asserting a manhole exists when it does not) may compromise RedZone's ability to accurately present analysis of pipe conditions. Without limiting any other provision of this Agreement, Client further represents and warrants that it has provided to RedZone documentation describing the existing network and structures to the best of Client's ability. If undisclosed or paper structures are encountered or discovered during the course of work then RedZone will notify client during fieldwork or inspection and, except for the provisions set forth herein with respect to additional allowances for unknown manholes, RedZone shall apply the negotiated rates for Additional Services as set forth herein to Services provided in relation to such undisclosed or paper structures. This will apply to the upstream and downstream inspection, processing, and reporting and will also result in an extension of 10 days for the delivery of required report for the affected sewers.

16. Limit of duty to address errors and omission - Client shall have up to thirty (30) days after a particular report has been delivered or made available to Client to notify RedZone in writing of any errors or omissions on such an inspection report. Any changes after this date must be agreed upon between both parties and may result in additional charges to the Client.

GENERAL TERMS AND CONDITIONS OF SERVICE

17. Excusable Delay or Failure to Perform - RedZone will use commercially reasonable efforts to keep the Software Service available for Client's use and the use of its Authorized Users. Likewise, RedZone shall use commercially reasonable efforts to meet any mutually agreed upon time to complete Data Gathering/Inspection Services or Reporting Services as set forth herein or to otherwise perform Services. Notwithstanding anything to the contrary however, RedZone does not and will not be responsible for any loss or unavailability of the Software Service, delay, inability or other failure to provide Professional Services that results from a cause over which RedZone does not have reasonable and direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions, Client's failure to make agreed upon resources available, arrange for work sites or access to sections of the wastewater system on an agreed upon schedule, delays in issuance of required permits or work authorizations not caused by RedZone's negligence or willful misconduct, failure to provide information required by RedZone to provide the Services, or provision of materially inaccurate or misleading information.

Neither party will be deemed in default of this Agreement as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third party suppliers, or for any other cause beyond the control of that party. Notwithstanding the foregoing, Client shall not be excused from making any payments hereunder based upon the foregoing.

18. Term and Termination; Effect of Termination

(a) This Agreement shall become effective upon the Effective Date and continue for the Term as defined in Exhibit A.

(b) Either party may terminate this Agreement for a material breach of obligations hereunder by the other party; provided the terminating party provides the other party with at least thirty (30) days' prior written notice of its intent to terminate (which notice shall include a reasonably detailed description of the nature of the alleged breach) and the other party fails to cure such breach.

(c) With respect to any Authorized User, RedZone reserves the right, without notice, (i) to revoke any User Identity; (ii) to require Authorized User(s) to change User Identities; (iii) suspend or restrict connectivity between Client Software and the hosted Software Services and/or (iv) to deny, limit or terminate access to the Service or any portion thereof, whether for Service security purposes, or for violation of the terms and conditions of use referenced herein.

(d) In addition to the effects of termination as set forth in Section 9 above, upon termination or expiration of this Agreement for any reason, (i) Client shall pay to RedZone all fees, costs and expenses due and payable for Services provided prior the effective date of such termination or expiration; (ii) RedZone shall have no further obligation to provide Services to Client, except as expressly set forth in Section 12; and (iii) Client shall have no further right to access or receive Services hereunder, except as expressly set forth in Section 12.

19. Title

(a) Ownership of Client Data Ownership of all Client Data shall remain with Client, provided that Client grants to RedZone the limited rights and licenses as set forth in Section 4 above. RedZone recommends that Client regularly backup Client Data via export using functionality available through the Service. Client acknowledges and agrees that RedZone shall have the right, but not the obligation, to delete some or all of the Client Data from RedZone equipment upon termination or expiration of this Agreement and Client acknowledges that, upon termination or expiration of this Agreement, RedZone shall have no further obligation to Client to preserve or store Client Data.



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(b) RedZone Ownership. Except for those rights and licenses expressly granted by RedZone to Client hereunder, RedZone does not grant any other express or implied right(s) to Client and/or any of its Authorized Users under any patent(s), copyright(s), trademark(s), or trade secret information through the Service. Accordingly, unauthorized use of any material contained on this Service may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and other regulations and statutes. The contents of and all materials distributed in conjunction with the Service are copyright RedZone Robotics, Inc. and/or its affiliates or licensors, all rights reserved. RedZone also owns copyrights in the Service and the Client Software, each as a whole as well as in each component as collective works and/or compilations, and in the selection, coordination, arrangement, and enhancement of the Service's content. RedZone and all other names, logos, and icons identifying RedZone's products and services are proprietary marks of RedZone and its affiliates, and any use of such marks without the express written permission of RedZone is strictly prohibited. Other product and company names mentioned on this Service may be the marks of their respective owners.

20. Disclaimer of Warranties

(a) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL INFORMATION, DATA FROM THIRD PARTY SOURCES, SOFTWARE, AND SERVICES PROVIDED THROUGH THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. REDZONE DISCLAIMS AND CLIENT HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, TITLE, NONINFRINGEMENT, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ANY WARRANTY OF COMPATIBILITY BETWEEN THE SERVICE AND CLIENT OWNED EQUIPMENT OR SOFTWARE, OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE SERVICE, EQUIPMENT, SOFTWARE, INFORMATION OR DATA.

(b) Notwithstanding anything to the contrary herein, the conditions of Client's use and application to Client's maintenance, budgeting or other decisions or output of the Services and other recommendations, advice and information (whether verbal or written) provided by RedZone hereunder, including critically rating, (together, the "Recommendations") are beyond RedZone's control. Therefore, it is imperative that Client evaluate for itself all data, information and Recommendations provided by RedZone hereunder to determine to Client's own satisfaction whether such data, information, or Recommendations are suitable, are accurate, current, and appropriate for the specific circumstances and timing of Client's use of the Service and subsequent decision making. This analysis at least must include Client's own evaluation of the data, information and Recommendations in light of Client's own knowledge of its assets. RedZone may not be aware of all of the specific facts and circumstances of Client and its inventoried assets which could affect the validity, timeliness, accuracy, appropriateness and/or regulatory compliance of Client's use or application of the data, information and Recommendations presented via by he Service. RedZone is also not responsible for providing, or failing to provide, architectural, engineering or surveying professional services. It is expressly understood and agreed that Client assumes and hereby expressly releases RedZone from all liability, in tort, contract or otherwise, to the extent related to Client's application and use of the data, information and Recommendations presented via the Service. CLIENT IS SOLELY RESPONSIBLE FOR THE ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ALL DATA PROVIDED BY CLIENT TO REDZONE FOR USE WITH THE SERVICES. REDZONE DOES NOT WARRANT THE AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. CLIENT ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT CLIENT'S SOLE RISK AND DISCRETION AND REDZONE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO CLIENT OR ITS PROPERTY. REDZONE SHALL NOT BE LIABLE TO CLIENT, CLIENT'S CUSTOMERS OR ANY OTHER THIRD PARTIES NOR DEEMED TO BE IN DEFAULT OF THIS AGREEMENT, ON ACCOUNT OF ANY DELAYS, ERRORS, MALFUNCTIONS, COMPATIBILITY PROBLEMS OR BREAKDOWNS WITH RESPECT TO THE SERVICE, REDZONE EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, UNLESS SUCH DELAY, ERROR, MALFUNCTION OR BREAKDOWN RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF REDZONE.

(c) *Indemnification by Consultant*: To the fullest extent permitted by Laws and Regulations, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages and judgments (including reasonable consultants' and attorneys' fees) arising from third-party claims or actions relating to the Agreement, the Study and Report Services, or the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or Consultants.

(d) *Indemnification by Owner*: Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations. In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, Consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Study and Report Services, the Agreement, or the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to the Project.

(e) *Environmental Indemnification*: To the fullest extent permitted by Illinois law, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site under study, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; (2) the constituent of concern was known to the City prior to any incident giving rise to a request for indemnification; and (3) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

(f) *No Defense Obligation*: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

(g) *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Consultant, and all other negligent entities and individuals.

(h) *Mutual Waiver*: To the fullest extent permitted by Laws and Regulations, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Agreement, the Study and Report Services, or the Project, from any cause or causes.

21. Confidentiality

(a) Confidential Information - As used in this Agreement, "Confidential Information" shall mean all information concerning or related to this Agreement (In the case of both the Client and RedZone), the Client Data (in the case of Client), (and in the case of RedZone) the Service, the Client Software, the RedZone tools, methodology and any other component or aspect of the Service, and the related technology, operations, or prospects of each party, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include (a) all information regarding customers, suppliers, distributors, sales representatives, business partners, and licensees of each party, whether present or prospective, except for such information regarding such entities which may be disclosed by the owner of such information to the general public in the ordinary course of business, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas, and know-how relating to the Service, and (c) all financial or business information regarding each party and its Affiliates; provided, that the Confidential Information shall not include (x) information which is or becomes generally known to the public through no act or omission by a party or its Affiliates and (y) information which has been or hereafter is lawfully obtained by a party from a source other than the other party or its Affiliates or their respective officers, directors, employees, equity holders, or agents, so long as, in the case of Information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the other party or any of its Affiliates or their respective officers, directors, employees, equity holders, or agents at the time such Confidential Information was or is disclosed to the other party. As used herein, an "Affiliate" of a party shall mean an entity which controls, is controlled by or is under common control with such party, and the term "control" shall mean, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise. Nondisclosure of Confidential Information - Except as otherwise permitted by subsection (c) and the right and license granted to RedZone under Section 4 hereof, and except as required by Client in accordance with any pertinent local 'Right to Know' public records obligations, each party agrees that it will not, without the prior written consent of the other party, disclose or use for its own benefit any Confidential Information of the other party. Nothing in This Agreement is intended to prevent Client from complying with any local, pertinent public records disclosure type laws.

(b) Permitted Disclosures - Each of the parties shall be permitted to: (i) disclose Confidential Information of the other party to its officers, directors, employees, and agents, but only to the extent reasonably necessary in order for each party to perform its obligations hereunder, and each party shall take all such action as shall be necessary or desirable in order to ensure that each of such persons maintains the confidentiality of any Confidential Information that is so disclosed; (ii) disclose Confidential Information of the other party to the extent, but only to the extent, required by law; provided, that prior to making any disclosure pursuant to this subsection, the party required to make such disclosure (the "Disclosing Party") shall notify the other party (the "Affected Party") of the same, and the Affected Party shall have the right to participate with the Disclosing Party in determining the amount and type of Confidential Information of the Affected Party, if any, which must be disclosed in order to comply with applicable law; and (iii) use Confidential Information for purposes of a party performing its obligations and exercising its rights hereunder. Client shall pay all costs and expenses, including reasonable attorneys' fees, incurred by RedZone or its Affiliates in connection with any subpoena directed to RedZone or its Affiliates with respect to the Confidential Information of Client.

(c) Equitable Relief - Each party acknowledges and agrees that the other party would be irreparably damaged if the provisions of this Agreement relating to Confidential Information are not performed by each party in accordance with their specific terms or are otherwise breached. Accordingly, each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and shall have the right to specifically enforce this Agreement and the terms and provisions hereof in addition to any other remedy available at law or in equity.

(d) The limitations set forth above, related to confidentiality, shall not be construed to restrict or in any way impair the City's obligations under the Freedom of Information Act or the Open Meetings Act. Red Zone expressly consents to the City taking all action necessary to comply with the both of these Acts.

22. General Provisions

(a) Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

(b) All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export or use of the Service or performance of any Support Service (collectively, "Taxes"). Customer is responsible for, and if applicable, will reimburse RedZone within thirty (30) days of request for all such Taxes and any related penalties, except for taxes imposed on RedZone's income.

(c) No waiver by either party of any provision or any breach of this Agreement constitutes a waiver of any other provision or breach of this Agreement and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

(d) Client shall not sell, assign, license, sub-license, or otherwise convey in whole or in part to any third party this Agreement or the services provided hereunder without the prior written consent of RedZone, except that Client may freely assign all rights, title, interest and obligations under this Agreement to any taker of all, or substantially all of Client's assets. Notwithstanding anything to the contrary set forth in this Agreement, Client shall have the right to sub-license access to the Services to sub-contractors to the extent necessary to enable or permit such sub-contractors to utilize the Service on Client's behalf to perform data processing services for Client's benefit.



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(e) This is a non-exclusive agreement. Similar agreements may be entered into by either party with any other person.

(f) This Agreement shall be considered a contract governed by Illinois law and any disputes regarding this Agreement shall be heard by the state and federal courts of Whiteside County, and each party consents to the exclusive jurisdiction of such courts. The Service is controlled and operated by RedZone from its offices within the United States. RedZone makes no representation that materials in the Service are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Service are illegal is prohibited. Those who choose to access this Service from other locations from their own volition and RedZone is not responsible for their compliance with applicable local laws.

(g) If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

(h) This Agreement, together with Exhibit and mutually executed Service Orders, constitutes the final and complete understanding and agreement between the parties concerning the subject matter hereof. Any prior agreements, understandings, negotiations or communications written or otherwise are deemed superseded by this Agreement. This Agreement may be modified only by a further written agreement executed by an authorized representative of the parties hereto.

(i) Upon execution of this Agreement, RedZone shall be entitled to (i) represent that Client is a customer of RedZone's products, including without limitation including Client's name and/or logo on RedZone's website; and (ii) issue a press release announcing this Subscription Agreement.

(j) Client hereby consents to the inclusion of Customer's name and marks in RedZone's marketing and publicity materials listing Client as a customer of RedZone and, upon RedZone's reasonable request, to serve as a reference for RedZone.

(k) To the extent that either party commences an action against the other party, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred in connection with said action or litigation.

(l) To the extent that the language set forth in this Agreement conflicts with the language of any other agreement entered into between the parties with respect to the Services, the language set forth herein shall prevail.

ORDINANCE NO. 2019-2420

**An Ordinance Authorizing Execution of the
Illinois Public Works Mutual Aid Network Agreement (IPWMAN)**

WHEREAS, the Constitution of the State of Illinois, 19780, Article VII, Section 10, authorizes units of government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the “**Intergovernmental Cooperation Act**”, 5 ILCS 220/1 et seq., provides that any powers, privileges or authority exercise by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

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

WHEREAS, the Mayor and the City Council of the City of Rock Falls, Whiteside County, Illinois have determined that it is in the best interest of the City of Rock falls and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster.

The principal objective of the public works mutual aid assistance being the response to and recovery from an emergency or disaster and the return of the community to as near normal as quickly as possible.

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

SECTION ONE: That the Mayor and City Clerk be and are hereby authorized to execute an Agreement for participation in the **ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)**, a copy of said Agreement being attached hereto and being made a part hereof.

Approved this 16th day of April, 2019 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor William B. Wescott

ATTEST:

Michelle Conklin, Deputy City Clerk

Illinois Public Works Mutual Aid Network Agreement

This Public Works Agreement (hereinafter "Agreement") is entered into by **City of Rock Falls** which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

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

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

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

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "*BOARD MEMBER*" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "*PARTY*" means an agency which has adopted and executed this Agreement.

L. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this 16th day of April, 2019

For the Agency

By: William B. Wescott, Mayor

Attest: _____

APPROVED (as to form):

By: Michelle Conklin, Deputy Clerk

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____, 20__.

By: _____
President of IPWMAN Board of Directors

Attest: _____
IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010