

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin D. Blackert
815-564-1366



City Clerk
Eric Arduini
815-622-1104

City Treasurer
Kay Abner
815-622-1100

City Council Agenda Rock Falls Council Chambers September 18th, 2018 6:30 p.m.

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

Audience Requests:

Union Dispute Resolution

1. IBEW Local Union No.196 requests review of the resolution of grievance #062218.

Community Affairs:

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

Consent Agenda:

1. Approval of the Minutes of the September 4th, 2018 Regular Council Meeting.
2. Approval of bills as presented.
3. Approval of the renewal request for the cash farm lease (Glen's Garden) with Ted Jacobs.
4. Approval of the renewal request for the lease of property at 2400 1st Avenue for the recycling center with Firehouse of God Ministries.
5. Approval of **Resolution 2018-797** authorizing the transfer Rural Fire Protection Funds to the Rock Falls Firefighter Pension Fund.

Ordinance First Reading:

1. Approval of **Ordinance 2018-2397** amending Section 32-22 adding subsection (j) for transfer of services to landlord
2. Approval of **Ordinance 2018-2398** amending Section 18-152(b) (78) for parking prohibited on Harley Davidson Drive.

City Administrator Robbin Blackert:

- 1. Revolving Loan Fund Agreement with the Illinois EPA.

Information/Correspondence:

Eric Arduini, City Clerk

- 1. Petition Circulation for the Consolidated Election on April 2nd, 2019.

James Reese, City Attorney

Brian Frickenstein, City Engineer

Department Heads:

Water Reclamation- Ed Cox

Electric- Dick Simon

Police Chief- Chief Tammy Nelson

Fire Chief- Chief Gary Cook

Building Inspector- Mark Searing

Water - Ted Padilla

Street - Larry Spinka

Utility Office - Diane Hatfield

Tourism

Broadband - Wayne Shafer

Ward Reports:

Ward 1

Ald. Reitzel

Ald. Logan

Ward 2

Ald. Kuhlemier

Ald. Snow

Ward 3

Ald. Schuneman

Ald. Kleckler

Ward 4

Ald. Folsom

Ald. Sobottka

Mayor's Report:

- 1. Monday September 24th, 2018 - Committee of the Whole

Executive Session:

Any action taken from Executive Session:

Adjournment:

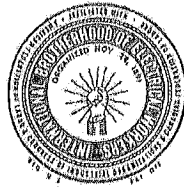
Next City Council Meeting 10-02-2018

Posted 09-14-2018

Eric Arduini, City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108; promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

International Brotherhood
Electrical Workers



LOCAL UNION 196

1829 Suncast Ln.
Batavia IL 60510
(630) 761-1829



August 9, 2018

Mr. Eric Arduini
City Clerk
City of Rock Falls

Re: Grievance #062218

Dear Mr. Arduini:

Please see the attached filled out Local 196 Grievance Form with attached information request.

If you have any questions, feel free to contact me at (630)940-5276 or by e-mail at derek@ibew196.com.

Thank you in advance for your timely response.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek Luetgert".

Derek Luetgert
Assistant Business Manager
IBEW Local 196
1829 Suncast Lane
Batavia, IL 60510

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS®

Grievance Form and Record of Proceedings

L. U. 198 Co. Rock Falls Grievance No. 062218

NAME Jerimiah Nichols and Casey Howard DATE 6-22-2018 TIME 12:00 AM/PM AM
 STATE GRIEVANCE: Please see attached EMPLOYEE I.D. No. _____ DEPT. Electric

SETTLEMENT REQUESTED? Please see attached

SIGNED _____ APPROVED EMPLOYEE
 SIGNED _____ UNION REPRESENTATIVE

COMPANY'S REPLY TO GRIEVANCE: The decision for denial as a reimbursable expense was made by the City Administrator. Based upon the fact that it was upper management's decision and in violation of the City Policy, I am denying your request.

SIGNED _____ COMPANY REPRESENTATIVE DATE 6/22/18
 IS DECISION SATISFACTORY? Yes _____ No
 HAS CASE BEEN APPEALED? Yes _____ No
 SIGNED _____ UNION REPRESENTATIVE DATE 6/29/18

UNION'S REPLY: Deer, see attached

SIGNED _____ UNION REPRESENTATIVE DATE 6/29/18

COMPANY'S REPLY: see attached via email

SIGNED Robin Blackout COMPANY REPRESENTATIVE DATE 7-3-18

IS DECISION SATISFACTORY? Yes _____ No
 HAS CASE BEEN APPEALED? Yes _____ No
 SIGNED _____ UNION REPRESENTATIVE DATE 8/9/18

UNION'S REPLY: Please see attached

SIGNED _____ UNION REPRESENTATIVE DATE 8/9/18

COMPANY'S REPLY: _____

SIGNED _____ COMPANY REPRESENTATIVE DATE _____

IS DECISION SATISFACTORY? Yes _____ No _____ SIGNED _____ UNION REPRESENTATIVE DATE _____

CASE APPEALED BY: UNION _____ DATE _____
 COMPANY _____

(IF SPACE IN ANY STEP IS INADEQUATE, ATTACH SEPARATE SHEETS)

City of Rock Falls

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City Clerk
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815-622-1104

City Treasurer
Kay Abner
815-622-1100

July 3, 2018

Mr. Derek Luetgert
Assistant Business Manager
IBEW Local 196
1829 Suncastr Lane
Batavia IL 60510

Re: Grievance #062218


Dear Mr. Luetgert:

In response to the above referenced grievance, I am denying all aspects of the allegations as cited. Reimbursement without receipts has never been a "past practice" which by definition, as you probably well know, is a policy that has been in effect for a long period of time, has occurred repeatedly and frequently, and has been known to management as an acceptable practice. I have previously denied reimbursement to employees, department heads and elected City officials who did not have receipts for expenses. If I would knowingly allow reimbursement to any employee, department head or elected official I, as the City Administrator and Chief Administrative Officer of the City would be violating multiple policies of the City. If Jeremiah and Casey were indeed ever reimbursed without presenting receipts for purchases, that would have occurred only as an error by accounts payable, which would not constitute past practice. If they have proof of being reimbursed without proper documentation in the past, the City would like to be made whole and reimbursed for that error.

In regards to the *Resolution Governing the Reimbursement of Travel Expenses for City Officers and Employees*, it was not necessary that Jeremiah or Casey be made aware of the specific resolution. The travel policy simply restates the policy already instituted and memorialized in the *City of Rock Falls Personnel Policy and Employment At-Will Handbook* which both employees were issued when they were hired by the City (see attached signed receipts). Section IV/4.4 of the Personnel Policy clearly states that Employees assigned for attendance at programs shall be required to submit proof of attendance and proof of expenses for which reimbursement is sought. I only included that resolution because you had asked for a copy previously, you didn't mention the personnel

policy (a copy of your email requesting the resolution is attached). As far as Casey & Jeremiah not being aware of the fact that they needed receipts, I would like to inquire as to why they submitted any receipts if it were not aware that they were required to do so? It is simply not plausible that they were not aware that they were required to produce documentation of their expenses.

Sincerely,

A handwritten signature in cursive script that reads "Robbin Blackert". The signature is written in black ink and is positioned above the typed name.

Robbin D. Blackert
City Administrator
City of Rock Falls, Illinois

International Brotherhood
Electrical Workers



LOCAL UNION 196

1829 Suncastr Ln.
Batavia IL 60510
(630) 761-1829



June 29th, 2018

Mrs. Robbin Blackert
City Administrator
City of Rock Falls

Re: Grievance #062218

Dear Mrs. Blackert,

Jerimiah Nichols and Casey Howard are currently apprentices for the City of Rock Falls, Electric Department. Both members were required to attend training out of state and the City agreed to reimburse them for training and travel expenses. Upon return, both members were given a letter from the City of Rock Falls, explaining the City's intent, to deduct a meal expense from their June 8th, 2018 paychecks. In the May 24, 2018 correspondence with both members, the City included a copy of the *Resolution Governing the Reimbursement of Travel Expenses for City Officers and Employees*. This is the first time either member we're made aware of this policy. Both members have not been required in the past for meal receipts, while traveling for the City of Rock Falls. On June 8th, 2018 Jerimiah Nichols's paycheck had a \$28.95 deduction and Casey Howard had a \$29.64 deduction.

The Union feels the City of Rock Falls has violated the established past practice of reimbursement for travel expenses. In addition, the City of Rock Falls implemented a policy, which caused economic harm to our members, without bargaining. Local 196 is requesting that the City of Rock Falls, make Jerimiah Nichols and Casey Howard whole.

If you have any questions feel free to contact me at (630) 940-5276, or by e-mail at derek@ibew196.com. Thank you in advance for your timely response.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek Luetgert".

Derek Luetgert
Assistant Business Manager
International Brotherhood of Electrical Workers, Local Union 196
1829 Suncastr Lane
Batavia, IL 60510

Cc: Eric Patrick, Business Manager IBEW Local 196

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

September 4th, 2018

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order by Mayor William B. Wescott at 6:30 p.m. on September 4th, 2018 in the Council Chambers of Rock Falls.

City Clerk Eric Arduini called the roll following the pledge of allegiance. A quorum was present including Aldermen Daehle Reitzel, George Logan Jr., Brian Snow, Glen Kuhlemier, Rod Kleckler, Lee Folsom, and Violet Sobottka. Alderman Jim Schuneman was absent. In addition City Administrator Robbin Blackert and Attorney Tom Sanders were present.

Alderman Glen Kuhlemier asked for a moment of silence for the passing of former City Clerk Margie Sommers.

Audience Requests:

Members from the Rock Falls High School were not able to attend the meeting, but a letter requesting approval of the homecoming parade was received. A motion was made by Alderman Folsom, and second by Alderman Reitzel to approve the parade request. The route will be reversed this year to help with traffic flow.

Viva Voce Vote, Motion Carried

Consent Agenda:

The consent agenda was read aloud by City Clerk Eric Arduini. A motion to approve consent agenda items numbers 1, 3, and 5 as read by omnibus designation was made by Alderman Sobottka and second by Alderman Folsom.

1. Approval of the Minutes of the August 21st, 2018 Regular Council Meeting.
3. Approval of **Resolution 2018-796** authorizing signature of the Intergovernmental Agreement for a student resource officer.
5. Approval of the lighting upgrades at the Electric Department by Complete Electric 215 W 14th St, Rock Falls, IL for in the amount of \$18,743.

Vote 7 aye, motion carried

2. Approval of bills as presented.

Alderman Kleckler inquired about a check to Gieson Trust in the amount of \$6,000.00. Administrator Blackert explained that it was the cost for the Electric easement to the Schmitt property. There will likely be another easement for another property coming. The amount was lower than the Administrator's spending limit. It was explained that easements from the IDNR are leased. A motion to approve the bills as presented was made by Alderman Kuhlemier, and second by Alderman Snow.

Vote 7 aye, motion carried

4. A motion was made by Alderman Kuhlemier, and second by Alderman Sobottka for the approval of the Special Use Permit Liquor License for Candlelight Inn Inc. Art in the Park September 8th, 2018 at the RB&W Park.

Alderman Kleckler addressed the Council about allowing liquor in the park.

Alderman Logan verified that this event had been advertised.

Vote 3 aye, motion failed. (Ayes - Kuhlemier, Folsom, Sobottka, Nays - Reitzel, Logan, Kleckler, and Alderman Snow recused himself from this vote.)

Ordinance Second Reading / Adoption

A motion was made by Alderman Snow, and second by Alderman Logan for the adoption of **Ordinance 2018-2391** nuisance - Off Street Parking Lot and Drive Surfaces.

Vote 7 aye, motion carried

A motion was made by Alderman Snow, and second by Alderman Kuhlemier for the adoption of **Ordinance 2018-2392** changes to Handicapped Parking.

Vote 7 aye, motion carried

A motion was made by Alderman Logan, and second by Alderman Snow for the adoption of **Ordinance 2018-2393** Renumbering Certain Municipal Parking Lots.

Vote 7 aye, motion carried

A motion was made by Alderman Snow, and second by Alderman Folsom for the adoption of **Ordinance 2018-2395** directing the advertisement for bids to sell surplus real estate - 1200 West 15th Street.

Vote 7 aye, motion carried

A motion was made by Alderman Logan, and second by Alderman Kleckler for the adoption of **Ordinance 2018-2396** Disposal of Surplus Property. Alderman Kleckler verified that the items would be sold at auction.

Vote 7 aye, motion carried

City Administrator Robbin Blackert:

City Administrator Robbin Blackert informed the Council that the Industrial Development Committee has entered into a contract for sale of the land south of East 3rd Street to Zesty Meatloaf LLC (Peter Harkness) in the amount of \$700,000. There are no site development plans yet, but hope to enter into a redevelopment agreement within 60 days. The land being placed in the opportunity zone is what is making our riverfront property more valuable.

Alderman Kleckler clarified that it is a contract versus an option to purchase.

Administrator Blacker is pleased that someone local is now interested in the property and wants to see Rock Falls grow.

City Clerk - Eric Arduini

Clerk Arduini informed the Council that the City had received two thank you cards. One from the Rock River Christian Center Food Pantry, and First Christian Church Food Pantry for the donations from the Sauk Valley Restaurant Week.

A motion was made by Alderman Snow, and second by Alderman Sobottka to approve the online services quote from Municode PO Box 2235 Tallahassee FL. \$1,295.00 per year. This will allow ordinances to be posted to the City's website as they are passed.

Vote 7 aye, motion carried

Department Heads:

Fire Chief- Chief Gary Cook

Fire Chief Gary Cook informed the Council that with the recent, and upcoming weather, and after consulting with the IDNR. The river channel markers will be removed. Mayor Wescott confirmed with Chief Cook that the river will be dragged prior to the upcoming boat races.

Water - Ted Padilla

A motion was made by Alderman Kuhlemier, and second by Alderman Sobottka for the approval of the recommendation from the Utilities Committee to approve the proposal from American Leak Detection 7982 Illinois Route 2 South Dixon, IL. Not to exceed \$6,500.00.

Mr. Padilla informed the Council that the Water Plant experienced a lightning strike at 11:30 Sunday night. The SCADA systems alarmed the personnel as expected. A SCADA PLC and seven other pieces of equipment were affected.

Tourism-

Depending on the weather, there is an event scheduled at the riverfront. Art in the Park is on Saturday September 8th. The City will be looking at the weather, and make decisions about the event.

Broadband - Wayne Shafer

A motion was made by Alderman Logan, and second by Alderman Folsom for the approval of the state bid with Morrow Brothers 1242 Main Street Greenfield, IL 62044 for a 2018 Ford Explorer 4x4 in the amount of \$28,160.00.

Vote 7 aye, motion carried

A motion was made by Alderman Kuhlemier, and second by Alderman Folsom for the approval of the state bid with Morrow Brothers 1242 Main Street Greenfield, IL 62044 for a 2018 Ford F-150 4x4 for the outside plant supervisor in the amount of \$29,380.00.

Vote 7 aye, motion carried

Mr. Shafer made an announcement that thanks to customer feedback, and the decision made by the Utilities Committee, FiberNet no longer requires a \$100.00 deposit at sign up.

Alderman Kleckler thanked Wayne Shafer for using state bid for these vehicles. Administrator Blackert explained that the City always looked at state bid, but other vendors came in cheaper. There was only one bidder for these vehicles.

Ward Reports:

Ward 2:

Alderman Glen Kuhlemier spoke about the passing of City Clerk Margie Sommers. Her father-in-law was the first City Clerk, and she was the second. Her husband Carl Sommers was the Chief of Police and Fire at one time. He is sorry that she did not get to enjoy her retirement. Mr. Kuhlemier hopes that the weather holds out for Class Act II to play at the riverfront. This is the band that performed for Louie Bellson's 85th birthday.

Mayor's Report:

Mayor Wescott reminded the Council that the Fiesta Parade will be held on Saturday September 15th. If the Aldermen would like to ride in the parade please let him know.

Executive Session:

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

A motion was made by Alderman Logan, and second by Alderman Snow to enter executive session for Personnel Section 2(c)(1) Employee hiring, firing, compensation, discipline, and performance.

City Council enters executive session at 7:05pm

City Council returns to regular session at 7:14pm

Any action taken from Executive Session:

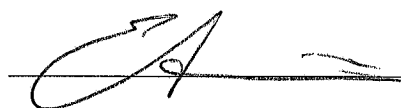
A motion was made by Alderman Logan, and second by Alderman Snow to approve the contract with Chris Bouwens for the position of Deputy Fire Chief beginning October 1st, 2018.

Vote 8 aye, motion carried

With nothing else for the good of the Council a motion was made by Alderman Folsom, and second by Alderman Sobottka to adjourn at 7:15pm.

Viva Voce Vote, motion carried

Meeting is adjourned at 7:15pm



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois September 18, 2018

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		\$19,786.74
General Fund		\$111,057.23
Industrial Development		\$110.00
Tax Increment Financing		\$116,250.00
Electric	Electric O & M	\$115,248.71
Fiber Optic/Broadband (Taxable)		\$54,406.86
Fiber Optic/Broadband (Tax Exempt)		\$38,700.00
Sewer	Sewer Revenue/O & M	\$76,281.38
Water	Water Revenue/O & M	\$37,850.45
Garbage		\$42,412.16
Customer Service Center		\$846.80
Tobacco		\$100.00
Motor Fuel Tax		\$479.76
Customer Utility Deposits		\$362.75
		<u>\$613,892.84</u>

Alderman Kuhlemier
Alderman Logan
Alderman Kleckler

INVOICES DUE ON/BEFORE 09/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	35,130.49	3,630.00
4331	CIRCUIT CLERK OF LEE COUNTY	5,190.00	50.00
4392	WILLIAM B WESCOTT	898.80	40.00
753	ROCK FALLS CHAMBER OF COMMERCE	2,000.00	500.00
	ADMINISTRATION		4,220.00
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	160.00	40.00
	CITY ADMINISTRATOR		40.00
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	35,130.49	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
2797	MARK SEARING	160.00	40.00
	BUILDING		40.00
05	TOURISM		
1052	SAUK VALLEY MEDIA	13,925.86	578.60
194	GRUMMERT'S HARDWARE - R.F.	2,107.03	52.92
2796	U.S. CELLULAR	1,646.69	108.85
2843	DOUG COPPOTELLI	62.18	35.90
4815	TDG COMMUNICATIONS INC	270.00	225.00
5239	SNAIL MAIL LOGISTICS		367.33
5240	NICOLE ARDUINI		76.79
T0000396	CLASS ACT II		1,200.00
T0004344	REGIONAL MEDIA		230.00
T0004918	LORI MULLESCH		150.00
T0004920	TED SITTING CROW GARNER		1,000.00
T0004921	TERRANCE KARPOWICZ		1,000.00
T0004922	MICKI LEMIEUX		1,000.00
T0004923	BRIAN E MONAGHAN		1,000.00

DATE: 09/06/2018
TIME: 14:45:48
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 09/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
05	TOURISM		
T0004924	JOHN ADDUCI		1,000.00
T0004925	GREGORY MENDEZ		1,000.00
T0004926	ANDREW ARVANETES		1,000.00
T0004927	MICHAEL YOUNG		1,000.00
T0004928	ROBERT OAKLEY GREGORY		1,000.00
T0004929	CHARLES YOST		1,000.00
	TOURISM		13,025.39
06	POLICE		
1293	CHARLES B. HOLM	150.00	150.00
1472	WARD, MURRAY, PACE & JOHNSON	35,130.49	220.00
176	PETTY CASH	349.85	61.81
1853	MOORE TIRES INC.	2,168.89	70.75
295	PAM ERBY	400.00	50.00
4692	PANTHER UNIFORMS, INC.	661.20	1,084.21
	POLICE		1,636.77
10	STREET		
631	MURRAY & SONS EXCAVATING, INC	37,560.82	3,500.00
	STREET		3,500.00
12	PUBLIC PROPERTY		
T0003035	BYERS ENTERPRISES LLC	1,447.10	135.00
	PUBLIC PROPERTY		135.00
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	35,130.49	220.00
295	PAM ERBY	400.00	50.00
4207	O'REILLY AUTOMOTIVE INC	1,942.46	9.46
423	AT&T	6,812.78	72.70
4396	GARY COOK	160.00	40.00
603	BILL MILBY	169.51	40.00
	FIRE		432.16

INVOICES DUE ON/BEFORE 09/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	35,130.49	110.00
	INDUSTRIAL DEVELOPMENT		110.00
19	DOWNTOWN REDEVELOPMENT		
4011	SAUK VALLEY BANK & TRUST CO.	29,232.80	116,250.00
	DOWNTOWN REDEVELOPMENT		116,250.00
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,023.15	469.95
131	BURGER BROTHERS TRUCKING &	18,873.12	802.50
1472	WARD, MURRAY, PACE & JOHNSON	35,130.49	770.00
219	CRESCENT ELECTRIC	446.50	273.52
2557	ASPLUNDH TREE EXPERT CO.	52,197.17	7,819.80
34	ALTORFER INC.	23,149.75	7.08
4148	BHMG ENGINEERS	12,268.98	2,444.20
4726	PLASTIC DESIGN TECHNOLOGY		119.72
4995	CLOUDPOINT GEOGRAPHICS INC	27,427.00	1,629.34
5129	STUART C IRBY CO		1,228.78
529	LAWSON PRODUCTS, INC.	1,290.31	306.40
651	NICOR	7,649.19	98.12
825	ILLINOIS SECRETARY OF STATE		103.00
T0004919			39.05
	OPERATION & MAINTENANCE		16,111.46
23	FIBER OPTIC BROADBAND/TAXABLE		
2451	MENARDS	3,068.82	269.95
4011	SAUK VALLEY BANK & TRUST CO.	29,232.80	42,988.75
5126	SEILER INSTRUMENT & MFG CO INC	525.00	3,150.00
5197	COS SYSTEMS INC	2,000.00	500.00
5218	COMMUNICATIONS & ELECTRICAL	8,971.65	117.66
5225	SYNDEO NETWORKS INC	26,730.00	6,682.50
795	SBM BUSINESS EQUIPMENT CENTER	4,110.35	698.00
	FIBER OPTIC BROADBAND/TAXABLE		54,406.86

INVOICES DUE ON/BEFORE 09/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
24	FIBER OPTIC BROADBAND/TXEXEMPT		
4011	SAUK VALLEY BANK & TRUST CO.	29,232.80	38,700.00
	FIBER OPTIC BROADBAND/TXEXEMPT		38,700.00
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	102,611.92	2,706.00
5105	STANLEY CONSULTANTS, INC.	33,237.79	896.00
631	MURRAY & SONS EXCAVATING, INC	37,560.82	33,136.00
	SEWER		36,738.00
38	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	13,925.86	456.60
1472	WARD, MURRAY, PACE & JOHNSON	35,130.49	220.00
2301	STERLING NAPA	1,303.73	422.42
4045	SCADAWARE, INC.		4,582.83
4207	O'REILLY AUTOMOTIVE INC	1,942.46	44.96
4686	BRENNTAG MID-SOUTH, INC.	11,294.96	6,172.70
4984	AQUAFIX INC		658.32
4995	CLOUDPOINT GEOGRAPHICS INC	27,427.00	1,629.33
533	LECTRONICS, INC.	2,465.00	813.73
651	NICOR	7,649.19	42.36
	OPERATION & MAINTENANCE		15,043.25
40	WATER		
1052	SAUK VALLEY MEDIA	13,925.86	177.45
	WATER		177.45
48	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	35,130.49	220.00
176	PETTY CASH	349.85	9.40
194	GRUMMERT'S HARDWARE - R.F.	2,107.03	8.99
2606	MIKE'S REPAIR SERVICE	435.49	131.60
2796	U.S. CELLULAR	1,646.69	302.65
34	ALTORFER INC.	23,149.75	1,042.00

DATE: 09/06/2018
TIME: 14:45:49
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 09/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
48	OPERATION & MAINTENANCE		
4207	O'REILLY AUTOMOTIVE INC	1,942.46	9.99
4415	HAROLD'S FURNITURE, INC		714.80
4655	WHEELHOUSE, INC.	1,893.50	742.25
4995	CLOUDPOINT GEOGRAPHICS INC	27,427.00	1,629.33
55	ARAMARK UNIFORM SERVICES, INC.	4,511.80	185.02
T0001272	CHARLESTON SALES & RENTALS		83.00
T0002911	WESTECH ENGINEERING, INC.		16,193.00
	OPERATION & MAINTENANCE		21,272.03
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	35,130.49	55.00
	GARBAGE		55.00
51	CUSTOMER SERVICE CENTER		
5189	MANPOWER	13,086.14	846.80
	CUSTOMER SERVICE CENTER		846.80
58	TOBACCO		
4966	BETONY KILBERG	263.66	100.00
	TOBACCO		100.00
75	CUSTOMER UTILITY DEPOSITS		
T0002723	████████████████████		96.73
	CUSTOMER UTILITY DEPOSITS		96.73
	TOTAL ALL DEPARTMENTS		322,991.90

INVOICES DUE ON/BEFORE 09/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
2451	MENARDS	3,338.77	334.29
2528	LAMAR ADVERTISING COMPANY	6,960.00	1,392.00
5235	WRCV-FM	318.00	345.00
771	PINNEY PRINTING CO	2,198.40	181.00
795	SBM BUSINESS EQUIPMENT CENTER	4,808.35	89.06
T0000686	CANDLELIGHT INN, INC.		900.00
T0004617	JOURNAL & TOPICS NEWSPAPERS	1,679.00	900.00
T0004932	TERI JAHN		10.00
T0004933	SHERYL VONHOLTEN		10.00
T0004934	CAROL WRIGHT		25.00
T0004935	ARTHUR J GALLAGHER		2,575.00
	TOURISM		6,761.35
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	5,240.00	75.00
4392	WILLIAM B WESCOTT	938.80	414.20
	ADMINISTRATION		489.20
04	BUILDING		
4834	GARY R CAMPBELL	101.90	52.95
795	SBM BUSINESS EQUIPMENT CENTER	4,808.35	42.00
837	SHELL	30,387.09	91.80
	BUILDING		186.75
05	CITY CLERK'S OFFICE		
5087	ERIC ARDUINI	866.94	125.25
621	MUNICIPAL CODE CORPORATION	275.00	201.25
795	SBM BUSINESS EQUIPMENT CENTER	4,808.35	88.00
	CITY CLERK'S OFFICE		414.50
06	POLICE		

INVOICES DUE ON/BEFORE 09/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	169,793.33	1,167.71
1293	CHARLES B. HOLM	300.00	150.00
432	ILLINOIS FIRE & POLICE		655.00
4368	JEREMY VONDRA		104.59
4498	DAVID PILGRIM	294.11	103.87
4508	LEXISNEXIS RISK SOLUTIONS	120.00	30.00
4937	QUAD CITY BANK & TRUST	265,563.69	66,557.34
5096	TREASURER, STATE OF ILLINOIS	60.00	5.00
5097	ILLINOIS STATE POLICE	360.00	30.00
5098	ILLINOIS OFFICE OF THE	360.00	30.00
5167	PORTER LEE CORPORATION	875.00	63.10
533	LECTRONICS, INC.	3,278.73	318.00
55	ARAMARK UNIFORM SERVICES, INC.	4,696.82	77.60
651	NICOR	7,789.67	28.64
837	SHELL	30,387.09	2,751.13
T0000686	CANDLELIGHT INN, INC.		148.50
	POLICE		72,220.48
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	3,467.26	774.69
	CODE HEARING DEPARTMENT		774.69
10	STREET		
1224	AIRGAS USA LLC	1,493.10	31.52
1289	CITY OF ROCK FALLS UTILITIES	169,793.33	897.29
194	GRUMMERT'S HARDWARE - R.F.	2,168.94	131.28
34	ALTORFER INC.	24,198.83	183.52
4207	O'REILLY AUTOMOTIVE INC	2,006.87	3.76
4655	WHEELHOUSE, INC.	2,635.75	245.00
4827	KELLEY WILLIAMSON COMPANY	2,890.98	625.85
4862	HAMPTON EQUIPMENT CO INC	651.57	997.20
4963	CUSTOM PRODUCTS CORP		659.60
5238	FDF INC	300.00	2,500.00
55	ARAMARK UNIFORM SERVICES, INC.	4,696.82	130.57
651	NICOR	7,789.67	111.20
795	SBM BUSINESS EQUIPMENT CENTER	4,808.35	70.17
837	SHELL	30,387.09	1,124.33
852	S.J. SMITH CO INC	585.00	101.95
	STREET		7,813.24

INVOICES DUE ON/BEFORE 09/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	169,793.33	3,928.18
4640	TERRACON CONSULTANTS	35,603.09	2,152.26
533	LECTRONICS, INC.	3,278.73	39.00
651	NICOR	7,789.67	95.68
	PUBLIC PROPERTY		6,215.12
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	169,793.33	1,241.53
2776	EAGLE ENGRAVING INC		14.45
3173	MUNICIPAL EMERGENCY SERVICES	3,350.75	65.91
4207	O'REILLY AUTOMOTIVE INC	2,006.87	7.78
432	ILLINOIS FIRE & POLICE		655.00
4571	CHARLES SCHWAB & CO, INC.	2,964.24	134.61
4651	MOST PLUMBING & MECHANICAL LLC	3,264.45	647.58
4661	HAIGES MACHINERY, INC.		6,187.00
4827	KELLEY WILLIAMSON COMPANY	2,890.98	37.61
651	NICOR	7,789.67	85.90
837	SHELL	30,387.09	806.99
T0004311	JOHNSON TRACTOR INC		2,999.96
	FIRE		12,884.32
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	15,138.51	54.60
1289	CITY OF ROCK FALLS UTILITIES	169,793.33	5,439.29
1702	INTERSTATE ALL BATTERY CENTER	99.96	344.85
283	ANIXTER INC	18,026.18	1,003.25
4447	FRANK'S SMALL ENGINE REPAIR	18.50	27.00
4544	UPS	72.34	3.84
4592	DIXON GLASS CO		238.00
4626	ENGEL ELECTRIC CO.	4,892.96	8,512.36
4938	MICHLIG ENERGY LTD	114,615.98	21,391.25
5003	PIRTANO	777,723.25	60,200.00
533	LECTRONICS, INC.	3,278.73	139.00
651	NICOR	7,789.67	100.71
66	STERLING CHEVROLET CO.	790.41	251.45
837	SHELL	30,387.09	1,431.66
	OPERATION & MAINTENANCE		99,137.26

DATE: 09/13/2018
 TIME: 14:00:32
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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	169,793.33	19,901.18
1449	QUALITY READY MIX	11,380.63	450.00
194	GRUMMERT'S HARDWARE - R.F.	2,168.94	80.96
2301	STERLING NAPA	1,726.15	565.07
2451	MENARDS	3,338.77	21.42
2517	PRAIRIE HILL RDF	9,501.92	316.01
2655	MISSISSIPPI VALLEY PUMP, INC.	17,361.76	494.00
395	HILLS ELECTRIC MOTOR SERVICE	1,391.37	616.89
4827	KELLEY WILLIAMSON COMPANY	2,890.98	307.30
5131	METROPOLITAN INDUSTRIES, INC.	2,005.00	1,050.00
533	ELECTRONICS, INC.	3,278.73	69.00
651	NICOR	7,789.67	284.57
837	SHELL	30,387.09	343.73
	OPERATION & MAINTENANCE		24,500.13
WATER FUND			
48	OPERATION & MAINTENANCE		
1024	WILLIAMS AUTO BODY SHOP		1,412.32
1151	SMITH ECOLOGICAL SYSTEMS CO		234.10
1289	CITY OF ROCK FALLS UTILITIES	169,793.33	6,813.69
1449	QUALITY READY MIX	11,380.63	262.50
157	CELLETTI'S SPORTLAND		25.00
1740	VIKING CHEMICAL CO	3,142.00	1,132.00
194	GRUMMERT'S HARDWARE - R.F.	2,168.94	23.83
2451	MENARDS	3,338.77	426.98
2847	PDC LABORATORIES, INC.	1,067.00	270.00
367	HACH COMPANY	619.75	1,172.65
4361	FERGUSON WATERWORKS #2516	31,237.95	426.26
4414	MCCROMETER INC		715.80
55	ARAMARK UNIFORM SERVICES, INC.	4,696.82	204.10
651	NICOR	7,789.67	96.21
795	SBM BUSINESS EQUIPMENT CENTER	4,808.35	315.19
837	SHELL	30,387.09	545.34
T0000826	FIREHOUSE MINISTRIES	2,615.65	2,325.00
	OPERATION & MAINTENANCE		16,400.97
GARBAGE FUND			
50	GARBAGE		

DATE: 09/13/2018
TIME: 14:00:32
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	143,848.32	42,357.16
	GARBAGE		42,357.16
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS, INC.	2,165.90	479.76
	MOTOR FUEL TAX		479.76
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	169,793.33	230.09
T0004931	██████████		35.93
	CUSTOMER UTILITY DEPOSITS		266.02
	TOTAL ALL DEPARTMENTS		290,900.95

August 23, 2018

City of Rock Falls,

I Ted Jacobs would like to rent the land known as Lots 3,4 and 5 in Glen's Garden Subdivision consisting of 57.5 tillable acres for the 2019 growing season. The terms would be the same as the 2118 farm lease.

Thank you,

A handwritten signature in cursive script that reads "Ted Jacobs". The signature is written in black ink and has a long, sweeping horizontal line extending to the right.

Ted Jacobs



Firehouse of God Ministries
306 5th Avenue, Sterling, Illinois 61081 (Church)
403 W. 2nd St., Rock Falls, Illinois 61071 (Fire Museum)
Phone: 815-622-9490
Email: firehouseofgod@comcast.net
Web: www.firehouseofgodministries.com

Aug. 9, 2018

Attn: Eric Arduini, City Clerk:

Firehouse of God Ministries would like to request to renew the lease at 2400 1st Avenue in Rock Falls, otherwise known as the Rock Falls Recycling Center, for another year.
Enclosed is a \$10.00 check to cover the lease for the year.

Thank you very much for your time and service to our community.

Sincerely,

Brian Tribley
Firehouse of God Ministries

RESOLUTION NO. 2018-797

**RESOLUTION AUTHORIZING TRANSFER OF
RURAL FIRE PROTECTION DISTRICT FUNDS RECEIVED BY
THE CITY TO THE CITY OF ROCK FALLS FIREFIGHTER PENSION FUND**

WHEREAS, pursuant to Intergovernmental Agreement the City of Rock Falls receives funds on an annual basis from the Rock Falls Rural Fire Protection District (“District”); and

WHEREAS, the City has ongoing statutory obligations to fund firefighter pensions as provided in 40 ILCS 5/4-118; and

WHEREAS, it has become necessary and appropriate for the City to transfer the sum of \$120,000.00 out of the General Fund, representing a portion of said monies received from the District to support the City’s ongoing obligations to adequately fund firefighter pensions; and

WHEREAS, the City finds it in the best interests of its citizens and the City to authorize the transfer of the sum of \$120,000.00 from the General Fund to support the City’s obligations regarding the described fire pensions.

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

1. The City, by and through its officers and agents, is hereby authorized to transfer the sum of \$120,000.00 from the General Fund to Charles Schwab, custodian of the City of Rock Falls Firefighter Pension Fund, upon passage of this resolution.

2. The City, by and through its officers and agents, is further authorized to execute whatever documentation which may be needful or appropriate to effect the described transfer of said designated sum of funds received by the City from District to Charles Schwab.

3. Be it further resolved that the City finds that all other recitals contained in the preamble to this Resolution are full, true, and correct, and hereby incorporates them into this Resolution by this reference.

4. Be it further resolved that the City Clerk is hereby authorized to provide a certified copy of this Resolution to any party so requesting.

5. Be it further resolved that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

6. Be it further resolved that this resolution shall be in full force and effect from and after its passage and approval and publication as required by law.

This resolution read and approved this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2018-2397

**AN ORDINANCE AMENDING SECTION 32-22
BILLS GENERALLY; DELAYED PAYMENT.**

BE IT ORDAINED, by the City Council of the City of Rock Falls that the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

SECTION 1. Section 32-22 of the Municipal Code is hereby amended to read as follows:

"Sec. 32-22. - Bills generally; delayed payment.

- (a) The rates specified within this Code for electrical, water, sanitary sewer and garbage collection services shall be applied to the service utilized by each customer of a utility department, and a written bill shall be prepared by the city's customer service office. Each bill prepared shall be mailed to the customer at the address provided therefor by the customer to the customer service office. Each bill shall contain the following information:
- (1) The time period and number of days of utility services provided for each service;
 - (2) The amount owed for each utility service supplied;
 - (3) The date when complete payment is due, which date shall be not less than 15 days after the date the bill is prepared;
 - (4) Notice whether the bill for each service is based upon actual or estimated measurement of the amount of utility services supplied; and
 - (5) Notice that residential customers may call the customer service office, city hall, at the telephone number listed on the bill, in order to:
 - a. Dispute the amount of any utility charge;
 - b. Avoid termination of utility services for non-payment in accordance with the provisions of this article; or
 - c. Request the restoration of any utility service previously terminated.
- (b) The customer service office shall upon request by any customer provide information as to the following:
- (1) The procedure to dispute any charge for utility services;
 - (2) The procedure to avoid termination of any utility service due to non-payment of charges;
 - (3) The procedure for a tenant of any residential property to avoid termination of utility services due to failure by the landlord to pay the utility charges; and
 - (4) The procedure to obtain reinstatement of utility services.
- (c) Any time before the date specified within any notice to a customer as the date of termination of utility services for non-payment of a bill, or for violation of any provision of this Code, or within ten days following the giving of a notice of rejection for utility services, the customer may dispute the basis for the proposed termination of services or the basis for the rejection; provided, however, that the customer shall not be entitled to dispute the basis of termination or rejection for services if the basis was the subject of a previous dispute which was either:
- (1) Adjudicated pursuant to this section; or
 - (2) Not properly challenged by the customer's failure to follow the procedure set out in this section.

- (d) The procedure to dispute termination of services or rejection for services shall be as follows:
- (1) Before the date specified in the notice for termination of services or within ten days following receipt of notice of rejection for services, the customer shall notify the supervisor of the customer service office of the city, in writing, that the customer disputes all or part of the amounts shown on the bill, or disputes the basis for rejection of services, or that the customer claims other reasons for disputing the right of the city to terminate services or the right of the city to reject the customer for services. Such writing shall state as completely as possible the basis and nature of the dispute.
 - (2) If the supervisor of the customer service office determines that the dispute is untimely, or that the customer previously disputed the termination or the rejection upon the same basis, the supervisor shall mail to the customer a notice stating that the present dispute is untimely or invalid for prior adjudication. A dispute is untimely if filed after service has been terminated.
 - (3) If the supervisor of the customer service office determines that the dispute is not untimely or invalid under this section, the supervisor shall, within three days after receipt of the customer's notice, arrange an informal meeting between the customer and the superintendent of each affected utility department.
 - (4) The superintendent of each affected utility department shall attempt to resolve the dispute in a manner satisfactory to the department and the customer, based upon the department's records, the customer's allegations and other relevant materials available to the superintendent, at such meeting. The superintendent of each affected utility department shall, within five days after the meeting with the customer, mail to the customer a copy of the superintendent's decision resolving the dispute.
 - (5) If the decision of the superintendent is unsatisfactory to the customer, the customer, within five days of mailing of the decision by the superintendent of the affected department, may file in writing with the supervisor of the customer service office a request for a formal hearing before the utilities committee of the city council. Upon filing of the request by the customer, a formal hearing shall be held by the utilities committee within ten days following receipt of the customer's request for such hearing.
 - (6) At the hearing before the utilities committee, the superintendent of the affected utility department and the customer shall be entitled to present all evidence that, in the view of the utilities committee, is relevant and material to the dispute, and the committee shall be entitled to examine and cross examine witnesses. A record of the hearing shall be maintained.
 - (7) At the conclusion of the hearing, the utilities committee shall render a decision on the dispute. Such decision shall be reduced to writing and a copy thereof shall be mailed to the customer within five days of the hearing. The decision shall be final and binding on the affected utility department, and on the customer.
- (e) Utilization of the dispute procedure provided for in this section shall not relieve a customer of the obligation to timely and completely pay all other undisputed utility charges for services supplied by the city or to timely and completely pay undisputed portions of amounts which are subject to the instant dispute, or to otherwise comply with the requirements of this Code. Failure by the customer to timely and completely pay all such undisputed amounts or to otherwise comply with requirements of this Code shall be cause for termination of the utility service in accordance with the provisions of this article.
- (f) Until the date of the decision of the affected utility department superintendent becomes final, or until the date of the decision of the utilities committee (if the customer shall have appealed the superintendent's decision) the utility service which has been the subject of the dispute shall not be terminated based solely upon the matters in dispute; provided, however, that nothing shall prohibit termination of the utility service for other cause which is undisputed by the customer. If the decision of the superintendent or the utilities committee, as applicable, is unfavorable to the customer disputing the charge, the notice to the customer of such unfavorable decision shall specify a date not less than five days after such notice within which all disputed amounts must be paid or within which other such corrective action must be taken by the customer in order to avoid termination of the utility services.

Failure by the customer to pay or take such other action within the time specified in such notice shall then be cause for termination of the utility services at the expiration of the time period.

- (g) Except as otherwise provided in subsection (f) of this section, the provisions of this subsection shall govern all termination of utility service for non-payment of utility charges or for failure to comply with other requirements of this Code.
- (1) If, by the payment date shown on any bill for utility services, the city shall not have received complete payment of the amounts shown on the bill or if the violations alleged within any notice of violation of provisions of this Code shall have not been corrected by the date specified in such violation notice, the customer service office shall mail to or personally serve upon the customer a notice of termination of utility services.
 - (2) The notice of termination shall contain the following information:
 - a. The amount to be paid or the nature of the violation to be corrected;
 - b. The date of the notice of termination;
 - c. The date after which termination of utility services shall be made, which date shall be at least eight days from the date of the notice of termination;
 - d. Notice that unless the payment of the amounts specified or that the affected utility department superintendent has certified that the violation has been corrected prior to the date of termination, that the utility service shall be terminated under this subsection (g);
 - e. Notice that in lieu of paying the entire amount shown, a customer, prior to the date of termination, may notify the customer service office that he disputes the correctness of all or part of the amount shown or that he disputes that he is in violation of provisions of this Code cited as authority for the termination notice, provided that the basis of the dispute shall not have been the subject of a previous dispute either waived or adjudicated.
 - (3) If, prior to the date specified within the notice after which utility services will be terminated, the city shall not have received complete payment of the amounts shown on the notice of termination and if no notice of dispute under subsection (f) of this section shall have been received by the city, or if the customer shall not have corrected any violation of provisions of this Code as shown on the notice of termination, then the utility services which are the subject of the notice of termination shall be terminated and disconnected. If, however, the customer pays the entire amount shown on the notice of termination, or if the superintendent of the affected utility department certifies that the violations of this Code serving as the basis for the notice of termination have been corrected, then such payment or correction shall be considered timely, and the notice of termination shall be ineffective.
- (h) (1) Utility services shall be terminated for non-payment only during the hours of 8:00 a.m. to 4:00 p.m. Monday through Thursday; and on Friday during the hours of 8:00 a.m. to 12:00 p.m.
- (2) No terminations shall be permitted on a legal holiday or on the day before a legal holiday, and a federal holiday or on the day before a federal holiday.
 - (3) No terminations of utility services shall be permitted on a day when the low temperature forecast for the following 24 hours, as reported by the National Weather Service at its first order station nearest the residence, includes a forecast that the temperature will be below 20 degrees Fahrenheit. If the utility service to a residential customer has been terminated and not reinstated by 5:00 p.m. on the day of termination, when the low temperature within the previous 24 hours, as reported by the National Weather Service at its first order station nearest residence, was below 32 degrees Fahrenheit, the customer service office shall notify the police department of the city on the day of termination of the following:
 - a. The name of the customer;
 - b. The address and location of the residence no longer receiving such utility services;
 - c. The possible threat to the health and life of all persons residing at the residence.

- (i) In the event of termination of utility services in accordance with the provisions of this section, such utility services shall be reinstated to the customer within one full working day of receipt by the customer service office of complete payment of the amount prompting the termination (including required deposits) and any reconnection charges, or receipt of notice from the superintendent of the affected utility department that the violation of the provision of this Code giving rise to the termination has been corrected. Such payment or correction of violations shall not be considered timely for purposes of this article.
- (j) Forty (40) days from the termination of services of a tenant, billing of capital improvement and debt charges become the responsibility of the landlord. Tenant will be final billed and billing shall be thereafter set up in the landlord's name.
- (k) In computing any period of time prescribed by this section, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the next day which is not a Saturday, Sunday or legal holiday. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.
- (l) In addition to being subject to a termination of service pursuant to this section, each bill for utility services which shall not have been paid by the customer on or prior to the due date shown on the monthly bill, shall have added to the bill the amount of five percent of the monthly bill as a late payment penalty, unless the customer listed on the bill is 65 years or older before the time listed as the due date, or if the customer is receiving federal Social Security Disability and can provide proof of coverage to city staff.

SECTION 2. All prior ordinances in conflict herewith are hereby repealed.

SECTION 3. 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 effect the validity of the remaining provisions of this ordinance.

SECTION 4. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this _____ day of _____, 2018.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2018-2398

BE IT ORDAINED, by the City Council of the City of Rock Falls that the Municipal Code of the City of Rock Falls be and the same is hereby amended by the addition of a new subparagraph (b)(78) to read as follows:

Section 1. Section 18-152 (b) Specific locations. Parking is prohibited on the following named streets

(78) On both sides of Harley Davidson Drive.

Section 2. All prior ordinances in conflict herewith are hereby repealed.

Section 3. 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 effect the validity of the remaining provisions of this ordinance.

Section 4. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this ____ day of _____, 2018.

Mayor William B. Wescott

ATTEST:

Eric Arduini- City Clerk

**BROWNFIELD REVOLVING LOAN FUND
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND THE CITY OF ROCK FALLS
(FORMER PARRISH-ALFORD SITE)**

BROWNFIELDS COOPERATIVE AGREEMENT (US EPA FUNDS)

This Brownfield Revolving Loan Fund Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2018, between the City of Rock Falls, an Illinois municipality with offices at 603 West 10th Street, Rock Falls, Illinois, 61071 (“City” or “Borrower”) and the Illinois Environmental Protection Agency (“Agency” or “Illinois EPA”) (collectively, “Parties”).

WHEREAS, Borrower desires to conduct corrective action activities at the former Parrish-Alford site located north of Second Street between Fifth and Eighth Avenues, Rock Falls, Illinois, 61071 (PINs: _____), legally described and depicted on Exhibit A, a copy of which is attached hereto and incorporated herein (“Site”), including removing contaminated soils at the Site, engineering and constructing/replacing a failed engineered barrier located along the Rock River riverbank (maintenance of said engineered barrier was a condition of the NFR letter dated December __, 2011 issued by Illinois EPA and recorded on _____, 20__ as Document No. _____ (“2011 NFR Letter”) for the area of the Site legally described in the 2011 NFR Letter), and constructing a conventional engineered barrier on the inland side of the Site to exclude exposure pathways as provided in the below defined RAP (collectively, “Engineered Barriers”) and placement of the Site back into productive use;

WHEREAS, subsequent to the Agency’s issuance of the NFR Letter, the Illinois Pollution Control Board adopted rules relative to indoor inhalation exposure routes set forth in 35 Ill. Adm. Code Part 742 (“Indoor Inhalation Rules”);

WHEREAS, the possible reproductive use of the Site includes the construction of condominiums on the Site by a potential private developer (“Improvements”);

WHEREAS, although the Improvements will promote economic development and job creation within the City and cause the Site to be put back into productive use, all funds provided hereunder by Illinois EPA are strictly limited to the remediation of the Site that is necessary to protect human health and the environment as herein provided and not for construction of the Improvements other than construction of the above described Engineered Barriers and other remediation work as described in the below defined RAP and as provided herein;

WHEREAS, the Agency has received Brownfields Revolving Loan Fund (RLF) capitalization Grants awarded under CERCLA §104(k) from the United States Environmental Protection Agency (“US EPA”) pursuant to a Brownfields Cooperative Agreement to assist

municipalities and other entities in the performance of brownfield remediation, including remediation activities and site redevelopment (“US EPA Funds” or “Funds”);

WHEREAS, Section 104(k)(3)(B) of CERCLA authorizes Illinois EPA to loan US EPA Funds to eligible entities, site owners, site developers, and other persons for remediation of brownfield sites;

WHEREAS, Borrower is the owner of the Site and will use the US EPA Funds solely for remediation of said Site;

WHEREAS, Borrower is not a potentially responsible party under Section 107 of CERCLA for the Site and is not, and has never been, subject to any penalties resulting from environmental non-compliance at the Site;

WHEREAS, US EPA has determined that the Site is a “brownfield site” within the meaning of Section 101(39) of CERCLA;

WHEREAS, the Agency desires to award Borrower a portion of the US EPA Funds in the form of a loan to pay for remediation and corrective action at the Site as herein provided; and

WHEREAS, the purpose of this Agreement is to protect human health and the environment and to redevelop the Site so that it can be placed back into productive use by the performance of said remediation and corrective action;

NOW, THEREFORE, in consideration of the declarations and the covenants set forth herein, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement by reference and made a part hereof.
2. Compliance with Federal Regulations. Borrower will carry out all activities under this Agreement in accordance with requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) 104(k) (42 U.S.C. § 9604(k)); 2 CFR 200; 2 CFR 1500; the National Oil and Hazardous Substances Contingency Plan (“NCP”), 40 C.F.R. Part 300; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4 relating to federally-assisted construction contracts.

Borrower agrees to comply with Executive Order 13302 (Feb. 22, 2001, 66 Fed. Reg. 11255) of February 17, 2001, entitled “Preservation of Open Competition and Government Neutrality Towards Government Contractors’ Labor Relations on Federal and Federally-funded Construction Projects,” as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled “Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government contractors’ Relations on Federal and Federally Funded Construction Projects. Borrower agrees to comply with federal cross-cutting requirements including, but not limited to MBE/WBE requirements found at 40 C.F.R. 33.44(b); OSHA worker Health & Safety Standards 29 C.F.R. § 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment

Opportunity, and implementing regulations at 41 C.F.R. Part 60-4; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 327-333); the Anti-Kickback Act (40 U.S.C. § 276c); and Section 504 of the Rehabilitation Act of 1973, as implemented by Executive Orders 11914 and 11250.

Any and all terms in this Agreement, which are defined in CERCLA and the National Contingency Plan (NCP), shall have the same meaning as in CERCLA and the NCP.

Borrower has submitted a Site Investigation Report ("SIR") and will submit a Remediation Objectives Report ("ROR") and RAP to the Agency as provided herein. Notwithstanding any provision herein to the contrary, this Agreement and Illinois EPA's payment(s) of any Funds hereunder are expressly contingent upon Borrower submitting a ROR, RAP, and a soil management zone ("SMZ") to Illinois EPA and Illinois EPA approving of said ROR, RAP, and SMZ and Borrower obtaining all permits required to perform the Project Work, including but not limited to a federal Section 404 permit and a building permit. The Remedial Action Plan approved by the Agency, including the SMZ incorporated therein, and any amendments thereto and/or to the SMZ (including amendments following the execution of this Agreement) that are approved or required by the Agency, is hereinafter referred to as the "RAP". Borrower shall not commence the below defined Project Work (other than preparing and submitting the ROR, RAP, and SMZ, and any modifications or amendments to any of those documents) until Illinois EPA has approved the RAP, and Borrower has obtained all required permits.

Borrower understands and agrees that the Agency's review and approval of the RAP are based on the Agency's determination that the RAP will result in compliance with Title XVII of the Environmental Protection Act (415 ILCS 5/58) and 35 Ill. Adm. Code Part 740, including but not limited to i) the likelihood that the RAP will result in the attainment of the applicable remediation objectives; ii) whether the activities proposed are consistent with generally accepted engineering practices; and iii) the management of risk relative to any remaining contamination, including, but not limited to, provisions for the long-term enforcement, operation, and maintenance of institutional and engineering controls as more fully set forth in 35 Ill. Adm. Code 740.520. In reviewing and approving the SIR, ROR, RAP, RACR and any other reports, plans or other documents submitted relative to the Site, Project Work, and/or required for the Agency to issue an NFR letter for the Site and/or otherwise required hereunder, the Agency does not make any representations, warranties, or guaranties of any kind, express or implied, regarding the integrity, adequacy, or fitness of the barriers, other engineering controls, or any other improvements constructed or to be constructed on the Site (including but not limited to the engineered barriers constructed along the riverbank). Borrower is relying exclusively on the advice, recommendations, drawings (including but not limited to engineering drawings), specifications, plans, studies, reports, and other documents prepared and/or provided by its engineer(s) and consultant(s).

Borrower shall perform the Project Work (defined below) in accordance with the RAP, the terms and conditions of this Agreement (including all Agreements, exhibits, guidelines and other documents attached to or referenced herein), all permit conditions and requirements, and all applicable federal, state and local laws, rules, regulations, statutes, codes, and ordinances, including but not limited to the Clean Air Act (CAA), including the National Emissions Standards of Hazardous Air Pollutants (NESHAP) (including 40 CFR Part 61, Subpart M), the Asbestos Hazard Emergency Response Act (AHERA), the Safe Water Drinking Act (SDWA),

the Toxic Substances Control Act, the Clean Water Act (including but not limited to Section 404), CERCLA, 40 CFR Part 763, 40 CFR Part 261, OSHA rules and regulations, including but not limited to 29 CFR Sections 1910 and 1926, 35 Ill. Adm. Code Parts 740 and 742, the Environmental Protection Act (415 ILCS 5/1 *et seq.*), and the Rock Falls Municipal Code, including but not limited to all applicable Buildings and Construction (Chapter 6) and Environment and Natural Resources (Chapter 8) regulations and requirements. In the event of any conflict between the RAP, the terms and conditions of this Agreement, the permit conditions and requirements, and any applicable laws, rules, regulations, statutes, codes, or ordinances, the most stringent requirements shall control.

Borrower represents, warrants, and certifies that Borrower, its officials, officers, employees, and authorized representatives, and, to its knowledge, any and all of its consultants, engineers, contractors, subcontractors (of all tiers), suppliers, and any entity performing or involved in the Project Work (defined below) or receiving US EPA Funds hereunder:

- a) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, municipal, or other governmental transactions (hereafter "public") transactions and/or otherwise prohibited from receiving federal, state and/or other public funds;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or State antitrust laws, (iii) embezzlement, theft, bribery, bid rigging, forgery, falsification or destruction of records, making false statements or receiving stolen property, or (iv) a felony;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated above;
- d) Have not within the preceding three years had a public transaction terminated for cause of default;
- e) Are not potentially liable, or affiliated with any other person or entity that is potentially liable for response costs at the Site through any direct or indirect familial relationship; or any contractual, corporate, or financial relationships; or a reorganized business entity that was potentially liable or otherwise liable under CERCLA §107(a) (42 U.S.C. §9607(a)) as a prior owner, operator, generator, or transporter of hazardous substances to the Site and/or otherwise potentially liable under CERCLA §107;
- f) Shall use Funds only for eligible activities and in strict compliance with the requirements of CERCLA 104(k) (42 U.S.C. § 9604(k)) and other applicable Federal, State, and local laws and regulations;
- g) Is not now, and has not in the past, been subject to any penalties resulting from environmental non-compliance at the Site;

- h) Shall ensure that the cleanup protects human health and the environment; and
- i) Shall document how Funds are used in accordance with the terms and conditions of this Agreement.

3. Davis-Bacon Act. Borrower and its contractors and subcontractors of every tier shall carry out all activities performed under this Agreement in accordance with the Davis-Bacon Act of 1931 (CERCLA 104(g)(1), 40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). The Davis-Bacon Act requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with federal funds in contracts in excess of \$2,000. Borrower must obtain recent and applicable wage rates from the U.S. Department of Labor (DOL) and incorporate them into all contracts stemming from this Agreement, and provide contractors with Division of Labor form WH-347 to use for payroll records and obtain completed WH-347 forms weekly (for each week in which Project Work is performed) from all contractors and subcontractors performing Project Work in strict compliance with 29 CFR 3.3 and 5.5(a)(3), including but not limited to Statements of Compliance signed by the respective contractor or subcontractor in accordance with 29 CFR 5.5(a)(3)(ii)(B). Borrower must post the DOL Employee Fair Compensation Notice at the work Site, along with a list of locally prevailing wage rates. Borrower must perform on-site interviews with workers; use US Government Services Administration Standard Form 1445 for recording interviews, and compare payroll records to employee interviews to confirm and document compliance with the Davis-Bacon Act requirements.

More detailed requirements are set forth in Exhibit B attached hereto and incorporated herein. Notwithstanding the forgoing, in the event the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) ("Prevailing Wage Act") applies to the Project Work, then Borrower and its contractors and subcontractors of every tier must comply with the most stringent requirements of the Davis-Bacon Act and Prevailing Wage Act.

4. Assessments, Plans, and Reports. Borrower will provide the Agency with a ROR and RAP, as provided above, and a copy of a Remedial Action Completion Report (RACR) upon completion of the RAP all in accordance with 35 Ill. Adm. Code Part 740 for the Site and Project Work as herein provided. The assessments shall include, but are not limited to, the Site background, the threat posed by the contaminant(s) to human health, welfare and the environment, all past enforcement activities conducted by any governmental agency, and testing of the Site to define the nature and extent of contamination, and other requirements imposed under 35 Ill. Adm. Code Part 740. Borrower shall be responsible for the payment of all costs and expenses related to these assessments, investigations, plans, studies and reports (see the applicable Sections below regarding ineligible and eligible costs for reimbursement hereunder).

5. Community Relations Plan. Borrower will prepare a Community Relations Plan (CRP) with the assistance and cooperation of the Agency. Borrower represents, warrants and certifies that it will provide reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public prior to preparing the CRP.

6. Remediation Action Plan. Borrower agrees to accept advice and suggestions from the Agency, and to incorporate those suggestions or requests for revisions into the RAP. The

Agency is authorized to change cleanup activities based on comments from the public, any new information required by the Agency, or as otherwise determined by the Agency to be appropriate to protect human health or the environment or to comply with applicable law.

7. Schedule and Budget. Borrower has submitted to the Agency a performance schedule and budget of estimated costs for all corrective action activities funded by this Agreement. Borrower shall pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source, approved by the Agency and US EPA, and in accordance with 2 CFR 200.306 and other applicable law and US EPA guidelines, of at least 20 percent) (i.e., 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable hereunder and under the terms and conditions of the US EPA Agreement and must be supported by adequate documentation. Illinois EPA will not reimburse Borrower for costs that exceed the respective amounts set forth in the budget or amended budget approved by Illinois EPA. Borrower's budget and any amended budget must be approved by Illinois EPA in writing.

8. Public Comment. Borrower has made or will make the Alternative Brownfields Clean-up Assessment (ABCA), SIR, ROR, and RAP available for review and public comment for a period of not less than thirty (30) days from the date of publication of public notice of the comment period. After the public comment period, Borrower shall prepare a response to the public comments and provide a copy of the response to the Agency. No Funds shall be disbursed hereunder until this Section has been complied with.

9. Action Memorandum. An Action Memorandum shall be prepared by the Agency documenting the basis for the corrective action activity. At the request of the Agency, Borrower shall submit all information relative to public comments to the Agency in a form prescribed by the Agency, which will enable the Agency to prepare the Action Memorandum.

10. Funds. The Agency agrees to reimburse Borrower for eligible remediation costs in an amount not to exceed \$1,500,000 ("Funds" or "US EPA Funds") from the US EPA Funds, subject to the terms and conditions herein (which include the terms and conditions of the US EPA Agreement as set forth below), and the availability and appropriation of sufficient funds, including sufficient funding by US EPA. All Funds paid to Borrower hereunder are considered a loan to be repaid in accordance with the terms and conditions herein and applicable state and federal law. All Funds paid to Borrower hereunder have been or are being provided by US EPA pursuant to the US EPA Agreement.

11. Payment Procedures. Payment of the Funds will be made by reimbursement to Borrower for eligible costs incurred to perform the Project Work described in Section 14 of this Agreement and pursuant to the following:

- a) The Agency shall disburse Funds to Borrower for eligible costs incurred by Borrower, provided those costs are within the scope of work set forth in Section 14 below, the RAP, and subject to the terms and conditions of this Agreement, the US EPA Agreement, and all applicable federal and state law, including but not limited to 2 CFR Part 200 and 2 CFR Part 1500.

- b) To receive Funds, Borrower shall submit to the Agency a written request for a disbursement, with documentation, including the activities performed and a breakdown of the costs, sufficient to demonstrate that the costs for which a disbursement is sought are reasonable and eligible, have been incurred by Borrower, and were necessary to complete the Project Work in accordance with the RAP and the terms and conditions herein. Documentation provided shall include, but not be limited to, the following:
- 1) An identification of the time period for which the activities/services were performed and the costs were incurred;
 - 2) A description of the work performed;
 - 3) A breakdown of the activities/services performed cross-referenced to tasks set forth in the RAP and/or the Scope of Work set forth below;
 - 4) The names and titles of individuals performing activities/services and the dates and hours worked;
 - 5) Copies of invoices;
 - 6) A list of expenses and/or costs incurred in connection with the activities/services performed;
 - 7) An Owner's Sworn Statement in form customarily used by Chicago Title and Trust Company (CTT) or in form otherwise acceptable to the Agency;
 - 8) Copies of Borrower's general contractor's itemized Application for payment for operations and Continuation Sheet using AIA G702 and G703 forms supported by such data to substantiate payment made by Borrower to said contractor;
 - 9) A general Contractor's Sworn Statement in form customarily used by CTT or in form otherwise acceptable to the Agency;
 - 10) Current partial and final (as applicable) lien waivers from Borrower's general contractor, and all subcontractors of every tier who furnished labor, materials, and/or equipment in connection with the Project Work and from all material suppliers that supplied material in connection with the Project Work. Final lien waivers from the general contractor and all such subcontractors and suppliers will be required prior to the final payment by the Agency. All documents referenced in sub-paragraphs 7 through 10 shall be signed and notarized;
 - 11) Soil volume calculations, based upon lateral and vertical extent of contaminated soil as supported by data provided in the SIR, sufficient for the Agency to verify that said removal, and any transportation, disposal or

other costs attributable thereto, were necessary for the remediation of the Site and in accordance with the RAP;

- 12) Such additional documentation and/or information as required by the Agency or US EPA, including but not limited to copies of contracts relative to the Project Work; and
- 13) The payment request documents submitted by Borrower to the Agency hereunder must provide sufficient detail regarding all labor, material and costs that are attributable to the remediation required under the RAP (i.e., broken down separately from costs incurred for construction of the Improvements and other costs not required for remediation required under the RAP) in order for the Agency to determine whether the costs are eligible costs and whether such costs are within approved itemized budget (or amended budget) amounts and otherwise comply with the requirements herein. It is Borrower's obligation to obtain such payment request documents from its contractors (including all consultants), and all subcontractors of every tier performing Project Work, from all such contractors, subcontractors and suppliers supplying materials hereunder, and from all landfill and other disposal facilities accepting soils, sediments, debris, materials, and other waste hereunder. Borrower's failure to obtain and submit such documentation and supporting data to the Agency will result in rejection by the Agency of Borrower's payment requests. Borrower shall submit a certification from its engineer certifying that all of the Project Work for which reimbursement is being requested is required under the RAP and was performed in accordance with the RAP.
 - c) Borrower understands and acknowledges that any person who knowingly makes a false, fictitious, or fraudulent material statement to Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is Class 3 felony. Borrower shall inform all contractors, subcontractors, suppliers and other persons and entities providing any document, information, or statement that will be submitted to Illinois EPA regarding same.
 - d) Borrower may submit an initial request for disbursement of Funds at any time after the costs for which payment is sought have been incurred, provided all of the following has occurred: 1) the Agency has approved the RAP, 2) Borrower has obtained all required permits for the Project Work, 3) Borrower has established the Dedicated Revenue Source in accordance with Section 38 below, and 4) Borrower has provided the Agency with any required or requested documentation, including but not limited to, all payment request documents, insurance documents, and copies of Surety Bonds. Subsequent requests for disbursements of Funds must be spaced at least 60 days apart, except that Borrower may submit a final disbursement request no more than 60 days after the end of the Agreement period;
 - e) Subject to subsection (f) of this Section, the Agency shall send a voucher for payment of an approved request for disbursement of Funds to the Comptroller's

office no more than 60 days after receipt of the request. Notwithstanding the foregoing, the Agency shall not be responsible for any delays in the Comptroller making any payment or payments hereunder;

- f) Following a review of Borrower's request for a disbursement of Funds, the Agency shall have the authority to deny a request, or any portion of a request for Funds that does not meet all of the requirements of this Section or as otherwise provided under this Agreement or the US EPA Agreement. The Agency shall notify Borrower in writing of its denial of a request for a disbursement of Funds within 60 days of its receipt of a request, and the written notification shall include a statement of specific reasons why the request is being denied in whole or in part;
- g) Funds awarded as part of this Agreement must be used, and all approved corrective action activities shall be completed in accordance with the RAP and the terms and conditions of this Agreement, within 730 days from the execution of this Agreement by both parties or within such extended date as approved by the Agency in writing;
- h) It shall be a condition precedent to any payment hereunder that the Project Work for which payment is being requested has been performed in strict compliance with the RAP and the terms and conditions of this Agreement and is free from any defects; and
- i) Notwithstanding any provision herein to the contrary, all payments hereunder are subject to approval by the Agency and US EPA as herein provided, and the availability and appropriation of sufficient funding, including sufficient funding by US EPA.

12. Cost Criteria. The Agency shall consider for payment to Borrower, under the terms set forth below, only actual, eligible costs that have been incurred by Borrower and that meet all the following criteria:

- a) Costs within the scope of the Project Work for which Funds were awarded. For purposes of cost reimbursement hereunder, the Project Work is the work described in Section 14 below that is necessary to remediate the Site in accordance with the RAP, but expressly excludes any additional or increased costs incurred by Borrower to construct or operate the Improvements (e.g., additional earth work; removal, transportation, or disposal of non-contaminated soils; enhanced or otherwise more expensive Engineered Barriers required for the Improvements and/or operations relative thereto beyond what are otherwise required to remediate the Site, etc.).
- b) Costs that are reasonable and necessary to complete the Project Work, including, but are not limited to:
 - 1) Cost associated with the Agency's oversight;

- 2) Costs associated with environmental consultant oversight services;
 - 3) Costs associated with response planning activities necessary to establish corrective action objectives and conduct corrective action, including engineering and consulting services relative thereto;
 - 4) Costs associated with laboratory services necessary to analyze post assessment environmental samples and to establish corrective action objectives;
 - 5) Costs associated with removing, mitigating or preventing further release, threatened release or suspected release of hazardous substances, pollutants or contaminants;
 - 6) Costs associated with corrective action monitoring activities, including confirmation sampling and analysis that are reasonable and necessary during the Site corrective action activity;
 - 7) Costs associated with meeting public participation, worker health and safety, and programmatic management requirements;
 - 8) Direct costs by the Borrower for progress reporting to the Agency; and
 - 9) Costs of preparing the ROR, RAP, SMZ, and RACR.
- c) Costs that do not exceed the total amount of Funds awarded hereunder;
 - d) Costs that do not exceed the total budget amount, or respective individual budget or amended budget amounts, approved by the Agency in writing (reimbursement is based on actual, eligible costs incurred by Borrower necessary for the remediation work and approved by the Agency; the total budget amount and the respective itemized budget or amended budget amounts serve as a cap on any reimbursement hereunder);
 - e) Costs incurred on or after the date this Agreement is executed by both parties, but prior to the Agency's approval of the RACR; and
 - f) Costs that are permitted to be reimbursed under federal and state law, the terms and conditions herein, the terms and conditions of the US EPA Agreement, and that are not Ineligible Costs (defined below).

13. Ineligible Costs.

1. Costs that are not eligible for reimbursement hereunder include, but are not limited to, the following:

- A. Costs that are not necessary for the completion of the RAP or the Scope of Work in Section 14 below, and not otherwise approved by the Agency in writing, including, but are not limited to:
- 1) Costs or losses resulting from business interruption in connection with the Project Work;
 - 2) Costs associated with improperly collected, transported or analyzed laboratory samples, including samples analyzed by non-accredited laboratories;
 - 3) Cost associated with expedited sample analysis, unless approved in advance and in writing by the Agency;
 - 4) Interest or finance costs;
 - 5) Insurance costs;
 - 6) Costs associated with land acquisition;
 - 7) Payment of any penalty or fine;
 - 8) Costs outside the scope of the RAP and/or this Agreement or otherwise not required to remediate the Site as provided herein;
 - 9) Costs associated with the ordinary operating expenses of Borrower;
 - 10) Costs associated with ordinary Site maintenance;
 - 11) Costs associated with personal injury compensation or damages arising out of the Project Work;
 - 12) Costs incurred prior to the execution of this Agreement by both Parties, or after Illinois EPA's approval of the RACR;
 - 13) Costs associated with the construction of buildings and other structures located upon the Site (other than the Engineered Barriers required under the RAP and as herein provided);
 - 14) Pre-corrective action response activities such as Site assessment and general Site characterization;
 - 15) Activities that are not corrective actions activities;
 - 16) Activities and costs covered by a US EPA Assessment Grant and/or a US EPA Cleanup Grant;

- 17) Costs incurred by the Borrower attributable to the construction or operation of the Improvements, including but not limited to earth work, transportation or disposal of non-contaminated soil, or improvements, enhancements or additions to the Engineered Barriers beyond what is required for Site remediation, etc. (e.g., costs for excavation, transportation and grading of contaminated soils into the approved SMZ as set forth in the RAP are eligible costs; but costs for additional earth work, including additional earth work required to construct or operate the Improvements beyond what is required for remediation under the RAP are ineligible costs); and
 - 18) Lobbying or fundraising;
- B. Costs for which payment or reimbursement is not allowed under the US EPA Agreement, any applicable federal or state law, including but not limited to 2 CFR Part 200, 2 CFR Part 1500, and Section 104(k) of CERCLA, including, but not limited to, the following:
- 1). Pursuant to the terms of the US EPA Agreement:
 - a. Environmental assessment activities, including Phase I and Phase II Environmental Site Assessments (this includes the SIR).
 - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.
 - c. Construction, demolition, and development activities that are not integral to the cleanup actions, and addressing public or private drinking water supplies that have deteriorated through ordinary use.
 - d. Job training unrelated to performing specific cleanup at the Site.
 - e. To pay a federal cost share requirement.
 - f. To pay a response cost for which Borrower or any of its affiliates, subsidiaries, or parent company is potentially liable under Section 107 of CERCLA.
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup hereunder.
 - h. Unallowable costs under applicable federal or state law (e.g., lobbying and fund raising).
 - 2). Pursuant to CERCLA §104(k)(4)(B), administrative costs, including but not limited to:

- a. Costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges (with the exception of costs specifically identified as eligible programmatic costs). These costs are ineligible even if the Borrower is required to carry out the activity under the Agreement. Costs incurred to report quarterly performance to the Agency under the award are eligible.
- b. C o s t s for preparation of applications for Brownfields loans; record retention required under 2 CFR 200 or otherwise required hereunder; record-keeping associated with supplies and equipment purchases; preparing revisions and changes in the budgets, scopes of work, program plans and other activities required hereunder; maintaining and operating financial management systems; preparing payment requests and handling payments; audits; and close out costs.
- c. Costs incurred for loan administration and overhead. C o s t s for loan administration are ineligible even if the Borrower is required to carry out the activity under this Agreement. Ineligible loan administration costs include, but are not limited to, expenses for:
 - i. Preparation of applications for loans and loan agreements;
 - ii. Preparing revisions and changes in the budget, work plans, and other documents required under the loan agreement;
 - iii. Maintaining and operating financial management and personnel systems;
 - iv. Preparing payment requests and handling payments; and
 - v. Audits.
- d. Overhead costs by the Borrower that do not directly clean up the Site contamination or comply with laws applicable to the cleanup. Examples of overhead costs that are ineligible hereunder include expenses for:
 - i. Salaries, benefits and other compensation for persons who are not directly engaged in the cleanup of the Site (e.g., marketing and human resource personnel).
 - ii. Facility costs such as depreciation, utilities, and rent on the Borrower's administrative offices.
 - iii. Supplies and equipment not used directly for cleanup at the Site.

iv. Procurement costs, unless the procurement contract is for services or products that are direct costs for performing the cleanup or for maintenance of institutional controls.

C. Costs attributable to any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decree issued to or entered by parties under CERCLA.
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government, except land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfields site for which US EPA has not made a property-specific funding determination.

D. Costs incurred in violation of this Agreement, the US EPA Agreement, any permit condition or requirement, or any applicable, federal, state or local law.

E. Costs attributable to or otherwise incurred in violation of the conflict of interest provisions herein or otherwise in violation of this Agreement, including but not limited to, the procurement requirements herein (see Section 16).

14. Scope of Work.

- a) The work and activities required under the RAP, the following scope of work, and any other work or activities required under this Agreement or approved or authorized by the Agency or funded hereunder to remediate the Site are referred to herein as the "Project Work". The scope of work for this project includes:
 - 1) Mobilization and Site preparation;
 - 2) Removal, excavation, transportation, and proper disposal of contaminated soils, sediments, and debris;
 - 3) Site security (i.e., fencing, barricades, signage and monitoring of Site/construction equipment necessary for the remediation work);
 - 4) Construction of the Engineered Barriers necessary for the remediation of the Site as required in the RAP and provided herein, but excluding additional or increased costs necessary for the construction or operation of the Improvements;

- 5) Engineering and consulting services as necessary to properly implement the Project Work subject to the provisions and limitations herein;
 - 6) Site monitoring activities, including sampling and analysis, that are reasonable and necessary during the cleanup/mitigation process, including determination of the effectiveness of a cleanup;
 - 7) Assessment costs required to refine or otherwise modify the RAP, if approved by the Agency; and
 - 8) Preparation of the ROR, RAP, SMZ, and RACR.
- b) Borrower will ensure that all work is performed in accordance with the RAP and the other terms and condition herein;
 - c) Borrower shall develop a health and safety plan to address possible worker exposure. Any excavation within the contaminated soil will require implementation of a health and safety plan consistent with NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, OSHA regulations (particularly 29 CFR 1910 and 1926), other applicable federal laws and regulations, and state and local regulations, and US EPA guidance. The health and safety plan shall at a minimum reduce potential risks to site workers from exposure to impacted subsurface soil by specifying the use of engineered controls such as dust monitoring or suppression, and/or protective equipment for workers such as gloves or masks.
 - d) Borrower shall notify all persons removing any material or modifying any groundcover within the Site that the soil and groundwater beneath it is or may be contaminated and shall require such persons to don the appropriate personal protective equipment for the contaminants of concern and/or potentially contaminated soil. All such activities, including the handling and/or disposal of any contaminated material, shall be performed in accordance with 40 CFR Part 261 and other applicable laws and regulations to reduce the possibility of human contact with contaminated soil and/or groundwater.

15. Report.

- a) Borrower shall submit quarterly progress reports to the Agency detailing the work performed at the Site during the term of this Agreement. Each progress report shall provide a short narrative of the activities performed and the dates they were performed during that quarter and include, but are not limited to, the following:
 - 1) A discussion of all actions taken to prevent further releases of hazardous substances into the environment, and any corrective action activities;
 - 2) A discussion of the conformation sampling activities carried out to measure for the presence of a release of a hazardous substance;

- 3) A summary of activities performed during the reporting quarter, including but not limited to outputs/outcomes achieved during the reporting quarter, a description of the program, project, or use and the expenditure of the Funds related thereto, a description of any problems encountered during said quarter that could affect the project schedule and/or completion of any of the Project Work;
 - 4) An update on project schedules and milestones;
 - 5) A budget recap summary including but not limited to current approved project budget, costs incurred during the reporting quarter, costs incurred to date (cumulative expenditures), cost share updates, and total remaining Funds; and
 - 6) Photographs of excavation and construction activities.
- b) Borrower shall prepare a RACR upon completion of the RAP and shall submit the RACR to Illinois EPA within sixty (60) days of completion of the RAP. The RACR shall contain certification or documentation necessary to establish the following:
- 1) The corrective action activities and objectives established in the RAP were completed in accordance with procedures and tasks identified therein;
 - 2) The Project Work funded hereunder was conducted in accordance with the requirements herein and applicable federal, state and local law, and are eligible for payment with the Funds;
 - 3) All Funds were expended for eligible project costs; and
 - 4) Such other information, documentation, affirmation, and other requirements applicable to RACRs under 35 Ill Adm. Code Part 740, including but not limited to, affirmation by original signature by the licensed professional engineer responsible for the site investigations, remedial activities, and preparation of plans and reports in accordance with 35 Ill. Adm. Code 740.410 and 740.455.
- c) Borrower must inform the Agency as soon as possible regarding any problems, delays, or adverse conditions that will materially impair its ability to meet outputs/outcomes specified in the approved Work Plan in order for Illinois EPA to provide notice to US EPA.

16. Contracting and Subcontracting. Borrower will ensure all contracts and subcontracts are entered into subject to the following conditions and limitations:

- a) Borrower will use an open bidding process in contracting and will comply with all applicable federal, state and local procurement laws and regulations, including but not limited to 65 ILCS 5/8-9-1, the Local Government Professional Services Selection Act (50 ILCS 510/0.01 *et seq.*), and applicable City Ordinances provided that the procurements conform to applicable federal laws, including but not limited to 40 CFR Part 33, 40 CFR Part 35, Subpart O, 2 CFR Part 200, and 2 CFR 1500. The City shall require all contractors to comply with all applicable laws and regulations in subcontracting;
- b) Borrower will use an open, competitive bidding process in contracting and will comply with all applicable federal, state and local procurement laws and regulations. In the event of any conflict or conflicts between any such laws and regulations, the most stringent laws and regulations shall be applicable. Project Work that is procured without advertising for bids (e.g., as authorized by a vote of two-thirds of all aldermen holding office under Section 8-9-1 of the Illinois Municipal Code) or not in accordance with public bidding requirements and applicable law will result in the costs for such work being ineligible for payment hereunder. Project Work that is not awarded to the lowest responsible and responsive bidder will result in the costs for such work being ineligible for payments hereunder. Notwithstanding the forgoing, Borrower's selection of and award of contracts for engineering, architectural, and land surveying services relative to the Project Work shall be awarded in accordance with the Local Government Professional Services Selection Act.
- c) Borrower will allow only fair and reasonable compensation to be earned by contractors and subcontractors. Factors to be considered in determining a fair and reasonable compensation shall include project-related material acquisition costs, labor costs, management costs, contract risks, capital investments, degree of independent development, and cost control and record keeping efforts. The determination of a fair and reasonable compensation shall not be based upon the application of a predetermined percentage factor;
- d) Borrower assumes responsibility for the administration and successful accomplishment of all the Project Work. Borrower also assumes responsibility for the settlement and satisfaction of all contractual and administrative issues arising out of contracts and subcontracts for such Work. This responsibility includes, but is not limited to, issuance of invitations for bids or requests for proposals, selection of contractors, award of contracts, protest of award, claims, disputes and other procurement matters;
- e) Borrower will ensure that any contract or subcontract includes a provision allowing access to the Site as required under this Agreement;
- f) Borrower will ensure that any contract or subcontract provides the Agency, US EPA, the Illinois Auditor General, the Illinois and US Inspector Generals, the US Comptroller General, the Illinois Attorney General, and their respective officers, officials, employees, authorized representatives and agents, and authorized representatives of the Federal government with access

to any books, documents, papers, and records, including computer-generated documents, of the contractor or subcontractor that are related to the Project Work, the program or use for which Funds have been provided hereunder and the expenditure of such Funds or other public funds for the purpose of making an audit, examination, excerpts, and transcriptions thereof and as further provided herein;

- g) Time and material contracts, percentage of construction cost contracts, and cost-plus percentage of cost contracts are prohibited;
- h) The Parties agree that neither the Agency, US EPA, nor the State of Illinois will be a party to any contract or subcontract, solicitation, or request for proposals or qualifications;
- i) Borrower agrees to comply with all applicable federal and state laws prohibiting civil rights violations, including but not limited to the Illinois Human Rights Act (775 ILCS 5), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, 40 CFR 7, and all civil rights obligations set forth in the attached EPA General Terms and Conditions (effective October 2, 2017) ("General Terms and Conditions"), and will require the same from all contractors and subcontractors of every tier performing Project Work hereunder. Borrower and its contractors and subcontractors of every tier shall not discriminate against any person because of his or her race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service or other protected status. In addition, Borrower shall undertake good faith efforts in compliance with 40 CFR Parts 33 and 35 to give opportunities to qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Disadvantaged Business Enterprises (DBE) to submit proposals and bids and provide services on contracts and subcontracts for services and supplies. Borrower shall submit all reports of such efforts to the Agency in accordance with 40 CFR Parts 33 and 35 and provide such additional documentation as required by the Agency and/or US EPA;
- j) Borrower will ensure that contracts and subcontracts are awarded to persons and organizations that:
 - 1) Have adequate financial resources, experience, organization, technical qualifications and resources, and facilities for performance of the contract or subcontract, and possesses the ability to successfully perform the Project Work;
 - 2) Have staffing sufficient to comply with the completion schedule for the project;

- 3) Have a demonstrated record of integrity, good judgment, compliance with public policy, and past performance, including any prior performance under grants or contracts with federal, state, or local government;
- 4) Have an established financial management system and audit procedure;
- 5) Maintain a property management system that provides procedures for the acquisition, maintenance, safeguarding and disposition of all project-related property; and
- 6) Conform to the civil rights law, equal employment opportunity law, and labor law requirements, as well as all other federal and state laws and regulations.

k) Borrower shall ensure that all procurement transactions will be conducted in a manner that provides full and open competition with the standards imposed under federal and state law, including but not limited to prohibiting the use of statutorily or administratively imposed State or local geographical preferences in the evaluation of bids or proposals (except where federal statutes expressly mandate or encourage geographic preference);

l) Borrower shall maintain written standards of conduct that address the conflicts of interest provisions set forth in 2 CFR 200.318, including but not limited to the selection, award and administration of contracts and organizational conflicts of interest, the disclosure requirements set forth in Section 17 of the General Terms and Conditions, and US EPA's most recent Financial Assistance Conflict of Interest Policy; and

m) Any person, contractor, or other entity that develops or drafts, or assists in the developing or drafting of any specifications, requirements, statement of the work, qualifications, invitations for bids, requests for proposals (RFP), request for qualifications (RFQ), or other bid or procurement document(s) must be excluded from competing for such procurement(s).

17. Ownership. Borrower shall retain ownership of the Site throughout the period of this Agreement and the performance of all Project Work. For the purpose of this Agreement, the term "owns" means fee simple title unless US EPA approves a different arrangement.

18. Access to the Site and Records.

a) Site Access. Borrower shall provide the Agency, US EPA, and their respective officials, officers, employees, authorized representatives, and agents with unrestricted access to the Site throughout this Agreement and the performance of the Project Work. The Agency and US EPA shall have full authority to enter the Site and inspect the work at all times during the execution of the Project Work. Borrower recognizes the Agency and US EPA have the right to stop the Project Work immediately and take reasonable and necessary action in the event that the

Project Work is unsatisfactory or is not substantially in accordance with the approved RAP or other requirements herein, or that a condition exists which creates an imminent and substantial threat to human health, welfare or the environment. Notwithstanding the forgoing, it shall remain Borrower's obligation to perform and complete the Project Work and to properly secure the Site in a safe manner in strict compliance with the requirements herein. Nothing herein shall be construed as imposing any obligation on the Agency, US EPA, or their respective officials, officers, employees, authorized representatives, or agents to identify any defects in the Project Work or unsafe conditions, to complete the Project Work, or to otherwise assume any liability or obligation of Borrower or any other person or entity.

b) Records Access.

- 1) The Agency, US EPA, the Illinois Auditor General, the Illinois and US Inspector Generals, the US Comptroller General, the Illinois Attorney General, and their respective officers, officials, employees, authorized representatives and agents, and other authorized representatives of the Federal government shall have access to and the right to inspect all books, documents, papers, and records, including computer-generated documents that are related to the Project Work, the use of Funds, payment requests, and the expenditure of such Funds or other public funds for the purpose of making an audit, examination, excerpts, and transcriptions thereof and as further provided herein. The right also includes timely and reasonable access to personnel for the purpose of interview and discussion related to such documents.
- 2) The Parties acknowledge and agree that this Agreement and all pay request documents, payments, expenditures, audit of funds, and all other records, reports, data and/or other written material (including but not limited to electronic data, records and communications) relative thereto that have been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the Agency or Borrower may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.). Such records, data, and files of the Agency may also be subject to inspection and copying pursuant to Section 7 of the Act (415 ILCS 5/7).

19. Audit and Records. Borrower will ensure all books, records, documents, reports and other evidentiary material are maintained using accounting procedures and practices that conform to generally accepted accounting principles to account properly for the receipt and disposition of all Funds.

- a) Audit Requirements: Borrower shall comply with the audit requirements set forth in 2 CFR 200, Subpart F, as applicable. Notwithstanding any provision herein to the contrary, Borrower's failure to comply with any applicable audit requirement imposed under said 2 CFR 200, Subpart F, or other applicable law shall constitute an

Event of Default in which case the Agency shall be entitled to all rights and remedies provided herein or otherwise provided in law or equity.

- b) Record Retention Requirements: Borrower will ensure records are preserved and made available for inspection and copying as required hereunder:
- 1) For a minimum of three years following completion of the Project Work and the Agency's approval of the RACR;
 - 2) If the Funds are revoked by the Agency, for a period of three years from the date of the revocation notice;
 - 3) For records relating to disputes and/or appeals, litigation or the settlement of claims arising out of the work, or costs and expenses of work to which exception has been taken by the Agency or any of its duly authorized representatives, until three years after disposition of such appeals, litigation, claims or exceptions or for the three years specified in paragraphs a or b above, whichever is longest;
 - 4) For such longer period required by applicable federal or state law, including but not limited to, the Local Records Act (50 ILCS 205/1 *et seq.*); and
 - 5) Notwithstanding the forgoing, Borrower shall obtain written approval from the Agency prior to disposal of any records required hereunder or otherwise related to the Project Work and/or the use or expenditure of the Funds, and obtain such other approvals as required by law.

20. Default and Remedies.

- a) EVENTS OF DEFAULT. Borrower shall be in default under this Agreement if any one or more of the following events (each an Event of Default) shall have occurred:
- 1) Borrower fails to pay any amount under this Agreement or any other indebtedness to the Agency when due;
 - 2) Borrower fails to perform any obligation in accordance with any provision, term or condition, covenant, warranty, representation or certification hereunder, or Borrower breaches any warranty, covenant, representation, certification, term or condition contained in this Agreement or the US EPA Agreement, or Borrower is otherwise in default hereunder;
 - 3) Borrower provides or causes any false or misleading information to be provided to the Agency;
 - 4) Borrower fails to pledge, dedicate, establish, or maintain the Dedicated Revenue Source in accordance with the requirements herein, including but not limited to maintaining adequate revenues and funds required for the repayment of the loan, or failure of the commercial bank at which the Dedicated Revenue Source account is maintained to meet the

Minimum Requirements herein (subject to the Cure Period provisions set forth in Section 38) at any time prior to Borrower's performance of all of its obligations hereunder, including but not limited to repayment of the loan;

- 5) Borrower fails to comply with any applicable federal, state, or local code, ordinance, statute, regulation or other law, any permit condition or requirement, or fails to complete the Project Work in compliance with the RAP or other requirements herein;
- 6) Project Work is not completed on or before any of the completion dates set forth on the performance schedule or an amended performance schedule approved by the Agency in writing or as otherwise required hereunder or Project Work stops for thirty (30) consecutive days;
- 7) Any attachment or lien entered or served against Borrower, the Surety Bond or Bonds, the Dedicated Revenue Source, or the Site remains unpaid for more than thirty (30) days;
- 8) Borrower allows any party other than Borrower to assume or undertake any obligation without the written consent of Agency;
- 9) Borrower allows goods to be used, transported or stored on the Site, the possession, transportation, or use of which is illegal;
- 10) Funds are being or have been misspent or improperly held by Borrower;
- 11) Borrower, the Surety under the Surety Bonds, or the commercial bank maintaining the Dedicated Revenue Source causes the Agency to deem itself insecure, in good faith, for any reason; or
- 12) Borrower fails to obtain an NFR letter (i.e., a new NFR letter) for the Site from the Agency in accordance with 35 Ill. Adm. Code Part 740 on or before _____ [tbd] or such extended date as approved by the Agency in writing.

b) RIGHTS OF THE AGENCY IN THE EVENT OF DEFAULT. Upon the occurrence of an Event of Default under this Agreement, the Agency shall be entitled to exercise one or more of the following remedies without notice or demand:

- 1) To exercise any of the remedies described in this Agreement or any remedies provided by law or in equity;
- 2) To declare all payments required hereunder from Borrower to become forthwith due and payable without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby expressly waived by Borrower;
- 3) To terminate this Agreement, whereupon the commitment and obligation of the Agency to make reimbursements or loans hereunder shall terminate;
- 4) To require repayment of all Funds received by Borrower hereunder;

- 5) To exercise all rights that the Agency has under the Dedicated Revenue Source and as otherwise provided hereunder; and
- 6) To exercise all other rights available to the Agency at law or in equity, including seeking specific performance to enforce Borrower's obligations hereunder.

The Agency's rights are cumulative and may be exercised together, separately, and in any order.

In addition to the foregoing, Borrower acknowledges that Section 104(k)(7)(C) of CERCLA expressly authorizes the Administrator of US EPA to terminate any loan, require repayment of all funds received, and to seek any other legal remedies available to said Administrator in the event of any violation of any condition of a loan or applicable federal law.

21. Covenant Against Contingent Fees. Borrower warrants that no person has been employed or retained to solicit or secure Funds upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee. If this warranty is breached or violated, the Agency may, in addition to any other remedies provided in this Agreement or by law, revoke this Agreement without liability or, in its sole discretion, deduct from the Funds awarded, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

22. Repayment of Loan.

- a) After the Agency conducts its final review of the fund disbursements hereunder to establish the final loan principal amount, the Agency shall consider principal of the loan to consist of all disbursements made by the Agency hereunder ("Loan Principal Amount"), which will not exceed \$1,500,000.
- b) Borrower agrees to repay Illinois EPA the full Loan Principal Amount in ten (10) equal annual payments that shall commence on the earlier of: i) one (1) year from the Agency's issuance of a No Further Remediation letter (i.e., a new NFR letter as herein provided) applicable to the Site as provided in 35 Ill. Adm. Code Part 740; and ii) three (3) years from the signing of this Agreement by both parties. Interest on the unpaid Loan Principal Amount shall accrue at the rate of zero percent (0%) per annum.

23. Covenants Against Liability. Borrower warrants, represents and covenants that it has not caused or contributed to the release or threatened release of a hazardous substance at the Site and is not otherwise potentially liable for a response cost under Section 107 or CERCLA.

24. Indemnification and Insurance.

- a) Indemnification. To the fullest extent permitted by law, (i) Borrower assumes the entire risk, responsibility and liability for any and all loss or damage to property owned by the Borrower, the Agency, or third persons, and any injury to or death of any persons (including employees of Borrower) caused by or arising out of, or occurring in connection with or arising directly or indirectly out of this Agreement, the execution of any work, contract or subcontract arising out of this Agreement or otherwise attributable to the Project Work, the use or expenditure of any Funds, or the remediation or

redevelopment of the Site; and (ii) Borrower will indemnify, save, hold harmless and defend the State of Illinois, the Agency, US EPA, and their respective officials, officers, employees and authorized representatives from all claims, damages, liabilities, judgments, settlements, demands, lawsuits, expenses, losses, and costs, including but not limited to in-house and contracted attorneys' fees and court costs arising out of (or alleged to have arisen out of) or in connection with any such loss, damage, injury or death. However, Borrower's execution of this Agreement, or implementation of work under this Agreement does not, in itself, render Borrower an owner or operator for purposes of 415 ILCS 5/22.2(h)(2), or under regulations promulgated pursuant to 415 ILCS 55/8. Borrower will require any contractor or subcontractor engaged by Borrower to agree in writing to look solely to Borrower for performance of its contract or subcontract with Borrower and for satisfaction of any and all claims arising thereunder. This obligation shall survive the expiration or termination of this Agreement.

b) Insurance. Borrower and its contractors and subcontractors of every tier shall maintain the types and not less than the minimum amounts of insurance coverages throughout the duration of the Project Work as follows:

i) Commercial general liability (CGL) insurance (using ISO occurrence form CG 00 01 10 93, or a substitute occurrence form providing equivalent coverage) with a limit of not less than \$2,000,000 each occurrence (combined single limit for bodily injury and property damage) covering liability arising out of the Project Work, including but not limited to, claims for bodily injury, property damage, personal injury and advertising injury. By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability, Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following final completion of the Project Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures;

ii) Business auto liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos;

iii) Workers' compensation as required by law, and employer's liability insurance with a limit of not less than \$500,000 each accident for bodily injury by accident; \$500,000 each employee for bodily injury by disease; and

iv) Pollution liability insurance in an amount not less than \$2,000,000 combined single limit per occurrence for bodily injury, property damage, and remediation costs. Pollution liability coverage for pollution incidents resulting from a claim for bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured or destroyed), remediation costs, and defense (including costs and expenses incurred in the investigation, defense, or settlement of claims); all in connection with any loss arising from the Project Work, including from an incident at, on or migrating beyond the Site. Coverage shall be extended to non-owned disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and provide coverage for incidents occurring during transportation of contaminated soils, sediments,

debris, materials, and other pollutants, including hazardous and non-hazardous waste and materials, and shall apply to pollution releases resulting from such transportation. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants, including hazardous and non-hazardous waste and materials.

Insurance shall be placed with insurers licensed by the Illinois Department of Insurance to do business in the State of Illinois with a financial strength rating (FSR) of no less than A- and a financial size category (FSC) of no less than VII in the latest edition of the A.M. Best Insurance Reports. Borrower shall furnish the Agency with certificates of insurance evidencing such coverages not less than five (5) business days prior to the commencement of the Project Work and copies of insurance policies within five (5) business days of the Agency's request for said policies.

25. Surety Bonds. Borrower shall comply with the Public Construction Bond Act (30 ILCS 550). Borrower shall furnish the Agency with a copy of the payment and performance bonds required under the Public Construction Bond Act in form acceptable to the Agency signed by the City's general contractor as principal and co-signed by a surety meeting the requirements set forth in Section 1 of said Act (30 ILCS 550/1) ("Surety") naming the City as primary obligee under said bonds ("Surety Bonds") within five (5) business days of the Agency's request for said Surety Bonds.

The Surety shall be a company that is licensed by the Illinois Department of Insurance authorizing said Surety to execute surety bonds, and the Surety shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency. The amount of the Surety Bonds shall be not less than the cost of the Project Work and shall, at a minimum, be conditioned upon the completion of the Project Work, the payment for material used in the Project Work, and payment for all labor performed in said Project Work, whether by subcontractor or otherwise, including the payment of prevailing wages in accordance with Section 3 above. The Surety Bonds may cover both the Project Work and the Improvements (i.e., separate surety bonds are not required for the Project Work and other public work performed for the City). If the Surety Bonds cover all such work (i.e., the Project Work and other public work performed for the City), then the amount of the Surety Bonds shall be not less than the cost of all such work.

26. Availability of Funds. Notwithstanding any provision herein to the contrary, the Funds provided for hereunder and any payment obligations by the Agency herein are expressly contingent upon and subject to the availability of sufficient funds appropriated for this Agreement and the Project Work performed hereunder. The Agency may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if i) sufficient funds have not been appropriated to the Agency, ii) the Governor or the Agency reserves appropriated funds, iii) the Governor or the Agency determines that appropriated funds may not be available for payment, or iv) the Agency determines that there are otherwise insufficient funds available.

The Agency's obligations hereunder shall cease immediately, without penalty or further payment being required, if the USEPA or other federal funding source fails to make an appropriation or

distribution sufficient to pay such obligation and/or otherwise does not provide sufficient funding for the Project Work. The Agency shall determine whether amounts provided and appropriated are sufficient.

The Agency shall provide notice, in writing, to the Borrower of any election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the Borrower's receipt of said notice.

27. No Corrupt Practices. Borrower represents, warrants, and covenants that no law pertaining to fraud, bribery, graft, kickbacks, collusion, or conflict of interest has been violated or other unlawful or corrupt practice has taken place relating to or in connection with this award or the Project Work.

28. Entire Agreement. This Agreement, and all documents, Agreements, guidelines, exhibits, and terms and conditions attached hereto or referenced herein, represent the entire Agreement between the Agency and Borrower with respect to this Agreement and supersedes all previous communications or understandings, whether oral or written.

29. Signage. Borrower agrees to erect a sign on the Site, approved by Illinois EPA and US EPA, stating that the work funded by this Agreement is being financed in part by the U.S. EPA CERCLA Funds and providing the appropriate contacts for obtaining information on activities being conducted at the Site and for reporting suspected criminal activities. The sign erected on the Site shall comply with 40 CFR Part 35, Subpart O (Section 35.6105 (a) (2) (ii)). The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The Borrower is required to comply with the sign specifications provided by the US EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the US EPA logo is displayed along with the logos of other participating entities, the US EPA logo must not be displayed in a manner that implies that US EPA itself is conducting the Project Work. Instead, the US EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from US EPA for the Project Work. As provided in the sign specifications from OPA, the US EPA logo is the preferred identifier for assistance agreement projects and use of the US EPA seal requires prior approval from the US EPA. To obtain the appropriate US EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the US EPA Project Officer in the communication. Instructions for contacting OPA are available on the Using the EPA Seal and Logo page.

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.322, the Borrower is encouraged to use recycled or recovered materials when procuring signs. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the US EPA logo or seal) into the appropriate non-English language(s).

30. US EPA Agreement. The Agency entered a Cooperative Agreement with US EPA titled the Illinois EPA Brownfields RLF dated September 14, 2015, as amended September 17, 2016, which also includes the terms and conditions incorporated therein including but not limited to the

EPA General Terms and Conditions effective October 2, 2017, and which is also subject to EPA's Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund and Cleanup Grants, and Revolving Loan Fund (RLF) Terms and Conditions, copies of which are attached hereto and made a part hereof as though fully set forth herein (collectively, the "US EPA Agreement"). Borrower understands and agrees that the US EPA Agreement imposes terms, conditions, and obligations on Borrower and its contractors, sub-contractors of all tiers, engineers, architects, consultants, and other entities receiving Funds and/or performing work funded hereunder as well as to the Project Work. Borrower understands and agrees that a breach or violation of the US EPA Agreement by Borrower, or any of its officials, officers, employees, representatives, contractors, subcontractors of any tier, architects, engineers, consultants, agents, or other person or entity performing work on behalf of Borrower hereunder or receiving Funds hereunder shall be considered a material breach of this Agreement by Borrower, in which case the Agency shall be entitled to all remedies at law and equity and as otherwise provided hereunder.

The US EPA Agreement terms and conditions include, but are not limited to, the following:

- a. The Borrower shall use Funds only for eligible activities and in compliance with the requirements of CERCLA §104(k) and applicable Federal and State laws and regulations.
- b. The Borrower shall ensure that the cleanup protects human health and the environment.
- c. The Borrower shall document how Funds are used. If Funds are used for cleanup of a petroleum-contaminated brownfields site, the Borrower shall maintain separate records for those costs.
- d. The Borrower shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with the Funds. The Borrower shall obtain written approval from the Agency prior to disposing of records. The Borrower shall also provide access to records relating to loans provided hereunder to authorized representatives of the Federal government (see Sections 16, 18, and 19 above for additional requirements).
- e. The Borrower certifies that it is not currently, nor has it been, subject to any penalties resulting from environmental non-compliance at the Site.
- f. The Borrower certifies that it is not potentially liable under §107 of CERCLA for the Site.
- g. The Borrower shall conduct cleanup activities as required by the Agency.
- h. The Borrower shall comply with applicable US EPA assistance regulations. All procurements conducted with Funds must comply with 2 CFR 200 and 2 CFR 1500.

- i. The Borrower shall comply with all applicable Federal and State laws and requirements. In addition to CERCLA §104(k), Federal applicable laws and requirements include 2 CFR 200 and 2 CFR 1500.
- j. The Borrower must comply with Davis-Bacon Act prevailing wages for all construction, alteration, and repair contracts and subcontracts as provided herein (as noted above, to the extent the Illinois Prevailing Wage Act is also applicable, Borrower must comply with the most stringent requirements).
- k. Federal cross-cutting requirements include, but are not limited to, MBE/WBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard (29 CFR1910.120); the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333); the Anti-Kickback Act (40 USC 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

31. Notices. Any notice required under this Agreement shall be deemed properly given when personally delivered or mailed by certified mail, return receipt requested, to the addresses below. Either party may change its address for receiving notices by giving notice of such change in compliance with the terms of this Section.

For the Agency:

Michael J. Charles
 Illinois Environmental Protection Agency
 Remediation Project Management Section
 Site Remediation Program
 1021 N. Grand Ave. East
 Springfield, Illinois 62794-9276

For Borrower:

City of Rock Falls
 603 West 10th Street
 Rock Falls, Illinois, 61071
 Attention: _____

32. Amendments or Modification. This Agreement may be amended or modified only by a written agreement signed by the Parties to this Agreement.

33. Parties Interest/No Third-Party Beneficiaries. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement (other than enforcement by the Illinois Attorney General on behalf of the Agency and enforcement and other rights by US EPA). This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right (other than to US EPA). Nothing contained in this Agreement, nor any act of the Agency or the State of Illinois, shall be deemed to confer or construed by any of the parties hereto, or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any other association or relationship involving the Agency or the State of Illinois. The employees of the Borrower are therefore not entitled to any benefits provided to employees of the State by virtue of this Agreement and/or any services or work performed hereunder.

34. Titles and Headings. Titles and headings to sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.
35. Effective Date. This Agreement shall become effective on the date of the signature of Illinois EPA and the City, whichever is later.
36. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any and all claims and disputes arising out of this Agreement or the Project Work against the State, the Agency, or any of their respective officials, officers, employees, or authorized representatives must be filed exclusively with and shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).
37. Borrower/Oath. Borrower certifies under oath that all information in this Agreement is true and correct to the best of its knowledge, information, and belief; that Funds shall be used only for the purposes described in this Agreement; and that the award of Funds is conditioned upon such certification.
38. Pledged and Dedicated Revenue Source.
- a) Borrower shall pledge and dedicate a source of revenue to make loan repayments required hereunder prior to any payment hereunder by the Agency which source of revenue shall be subject to the Agency's written approval ("Dedicated Revenue Source"). The Dedicated Revenue Source must generate revenues adequate to make the loan repayments required herein. If the Dedicated Revenue Source is pledged in a subordinate position to a revenue bond ordinance, the covenants regarding coverage and reserve for the Dedicated Revenue Source shall be identical to those in the revenue bond ordinance.
 - b) The necessary legislative enactments by the Borrower's corporate authorities to dedicate and pledge the Dedicated Revenue Source must be in place before the Agency will make any payment hereunder.
 - c) Borrower shall establish an account, maintained by a commercial bank, that is restricted to use for loan repayment, in which to deposit the Dedicated Revenue Source prior to the time of first loan disbursement. Said commercial bank at which the account is maintained must meet the following requirements: (i) said bank must be chartered under the laws of the United States, any State thereof or the District of Columbia, and must be insured by the Federal Deposit Insurance Corporation; (ii) said bank's long-term, unsecured and unsubordinated debt obligations must be rated in the highest category by at least two of the following: Fitch Ratings Ltd. (Fitch), Moody's Investors Service, Inc. (Moody's) and Standard & Poor's Ratings Services (S&P), or their respective successors (the Rating Agencies); (iii) said bank must have a short-term deposit rating in the highest category from at least two Rating Agencies; and iv) said bank must otherwise be acceptable to the Agency (collectively, "Minimum Requirements"). If at any time, any of the Minimum Requirements are not met, or if the financial condition of such bank changes in any other materially adverse way, as determined by the Agency, in its sole discretion, then Borrower shall within five (5)

days of written notice from the Agency ("Cure Period") dedicate and pledge said source of revenues with a commercial bank that meets the Minimum Requirements. Borrower's failure to do so, notwithstanding anything in this Agreement to the contrary, shall constitute an Event of Default.

d) Borrower shall, for the term of the loan, review and adjust the Dedicated Revenue Source as necessary to provide adequate funds for the repayment of the loan. Borrower shall timely notify, and submit to the Agency for approval, all proposed changes to the Dedicated Revenue Source.

e) Borrower shall submit to the Agency, upon request, a statement on the status of the restricted account after initiation of the loan repayment period that contains the status of the Dedicated Revenue Source account, including the projected revenues, actual revenues fund balance, debt service obligations and other requirements of the loan agreement. The Agency's approval will be based on, but not limited to, ensuring that the revised Dedicated Revenue Source is legally authorized, generates sufficient revenue and is otherwise in accordance with this Agreement and applicable law.

f) In the event that the actual revenues fall short of the amount required to retire the loan, the Agency shall have the authority to require Borrower to re-examine the Dedicated Revenue Source and restructure it as necessary.

39. Non-assignability. Borrower shall not assign the whole or any part of this Agreement without the prior written consent of the Agency. Any such assignment shall be a material breach of this Agreement, and such assignment shall be null and void.

40. Severability. If any section, paragraph, clause, provision or portion of this Agreement or the application thereof, to any person or under any circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other section, paragraph, clause, phrase, provision, or portion hereof.

41. General Provisions.

- a) If a Party waives a breach of any provision of this Agreement by the other Party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said Party or prevent the non-breaching Party from enforcing such provisions.
- b) This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute one and the same instrument.
- c) The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any Party.
- d) Each of the undersigned signing as an officer, representative, or agent on behalf of the respective Party to this Agreement warrants and represents that he or she holds such capacity as is specified beneath his or her name and further warrants and

represents that he or she is authorized to execute and effectuate this Agreement, and to bind the Party on whose behalf he or she is signing this Agreement to the terms and conditions herein, and that he or she does so voluntarily and in his or her official capacity.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

IN WITNESS, WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth below.

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY:

CITY OF ROCK FALLS:

By: _____
Alec Messina, Director

By: _____
William B. Wescott, Mayor

Date: _____, 2018

Date: _____, 2018

DRAFT