

# City of Rock Falls

603 W. 10<sup>th</sup> 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 December 18th, 2018 6:30 p.m.

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

### **Audience Requests:**

### **Community Affairs:**

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

### **Consent Agenda:**

1. Approval of the Minutes of the December 4th, 2018 Regular Council Meeting.
2. Approval of bills as presented.
3. Approval of the job description for Building Department Administrative Assistant.

### **City Administrator Robbin Blackert:**

1. Approval of the Redevelopment agreement with Zesty Meatloaf LLC for lots 1, 2 and 3 of the Reliant Subdivision as recommended by the Finance Committee.
2. Requesting approval to submit USEPA Clean Up grant application in January 2019 in an amount not to exceed \$300,000.
3. USEPA Cleanup Grant - Limestone Building site

### **Information/Correspondence:**

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

### **Department Heads:**

**Alderman Reports/Committee Chairman Requests:**

Ward 1

**Alderman Daehle Reitzel**

1. Approval of the engineering agreement for reconstruction of 3<sup>rd</sup> Avenue with Willett Hofmann and Associates 212 3rd Ave, Sterling, IL - IEPA Project Plan Reporting Services \$19,000, Design Phase Engineering Services \$110,600, and Construction Phase Engineering Services \$122,500.

Ward 2

**Alderman Glen Kuhlemier - Finance Committee Chairman**

1. Approval of Rock Falls Tourism 2019 event dates
  1. Food Truck Fridays will be held on May 4th, June 7th, July 5th, and August 2nd
  2. Art in the Park Walk will be held Sept. 7<sup>th</sup>
  3. Fishing Tournament Sept 27<sup>th</sup>-29<sup>th</sup>

**Alderman Brian Snow - Building Code Committee Chairman**

1. Approval of the hiring of Robert Watts for the laborer position in the Water Department.

Ward 3

**Alderman Jim Schuneman**

**Alderman Rod Kleckler**

Ward 4

**Alderman Lee Folsom**

**Alderman Violet Sobottka**

**Mayor's Report:**

1. Appointment of Michael Clark as the Chairman of Industrial Development Commission.
2. As recommended by the Utility Committee - approval of payment to ComEd in the amount of \$100,000 for preliminary engineering for the Avenue A substation.

**Executive Session:**

**Any action taken from Executive Session:**

**Adjournment:**

**Next City Council Meeting 01-02-2018**

Posted 12-14-2018

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.

**REGULAR MEETING MINUTES OF THE MAYOR AND  
ALDERMEN OF THE CITY OF ROCK FALLS  
December 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 December 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, Brian Snow, Glen Kuhlemier, Jim Schuneman, Rod Kleckler, Lee Folsom, and Violet Sobottka. In addition City Administrator Robbin Blackert and Attorney Tom Sanders were present.

**Consent Agenda:**

The consent agenda was read aloud by City Clerk Eric Arduini. A motion to approve the consent agenda as read by omnibus designation was made by Alderman Snow and second by Alderman Schuneman.

1. Approval of the Minutes of the November 20th, 2018 Regular Council Meeting.
2. Approval of the bills as presented.

**Vote 7 Aye, motion carried**

**Ordinance Second Reading / Adoption:**

A motion was made by Alderman Kuhlemier, and second by Alderman Schuneman for the adoption of **Ordinance 2018-2403** Fiscal Year 19 Tax Levy.

**Vote 7 Aye, motion carried**

**City Administrator Robbin Blackert:**

City Administrator Robbin Blackert introduced the new Tourism Director Megan Horsman to the City Council.

**Information/Correspondence:**

Eric Arduini, City Clerk

Clerk Arduini informed the Council that nomination petitions will be accepted from December 10th through December 17th for the April 2nd consolidated election.

**Alderman Reports/Committee Chairman Requests:**

**2nd Ward**

Alderman Kuhlemier gave his sympathies to Bob O'Donnell on the loss of his wife Laura.

The Finance Meeting has been moved to December 17th at 5:30pm.

**3rd Ward**

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier for the approval of **Resolution 2018-807** approving the agreement to defer enforcement of Section 32-215 of the Municipal Code. The Council discussed the issue that the Sweitzer residence is in violation, and the other house is not. The five year agreement will help financially for the homeowners to comply.

**Vote 7 Aye, motion carried**

Alderman Schuneman reported that the bald eagles are back. Mr. Schuneman will be gone for the next two weeks

Alderman Klecker stated that he will handle the eagle watch and field any special complaints from the ward in Alderman Schuneman’s absence.

**Mayor’s Report**

A motion was made by Alderman Folsom, and second by Alderman Sobottka for the acceptance of the resignation of Alderman George Logan Jr. Mayor Wescott explained that under state statute the Mayor has the authority to interview candidates and he will make an effort to have someone to present to fill the position by the December 18th Council meeting.

**Vote 7 Aye, motion carried**

Mayor Wescott informed the Council of the resignation of employee Sylvia Frey who will be leaving on January 18th after eighteen years with the City.

The Christmas party will be held on December 15th from 5pm to 7pm.

The first Council meeting in 2019 will be held on Wednesday, January 2nd, 2019.

**Executive Session:**

A motion was made by Alderman Sobottka and second by Alderman Snow to enter executive session for Section 2(c)(11) Pending , probable, or imminent litigation., and Section 2(c)(2) Collective Bargaining with Building inspector Mark Searing to be included.

**Vote 7 Aye, motion carried**


City Council enters executive session at 6:43pm

City Council returns to regular session at 7:10

**Adjournment**

With nothing else for the good of the Council, a motion was made by Alderman Folsom, and second by Alderman Sobottka to adjourn at 7:10pm

**Viva Voce Vote, motion carried**

 City Clerk Eric Arduini

CITY OF ROCK FALLS

Rock Falls, Illinois December 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:

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Tourism		\$5,297.65
General Fund		\$99,762.65
Industrial Development		\$273.80
Electric	Electric O & M	\$502,690.43
IT Fund		\$2,500.00
Fiber Optic/Broadband (Taxable)		\$21,681.66
Fiber Optic/Broadband (Tax Exempt)		\$3,783.87
Sewer	Sewer Revenue/O & M	\$51,054.37
Water	Water Revenue/O & M	\$32,850.03
Garbage		\$55.00
Customer Service Center		\$6,085.00
Customer Utility Deposits		\$472.41
		<hr/>
		\$726,506.87

Alderman Kuhlemier  
Alderman Kleckler

DATE: 12/06/18  
 TIME: 08:47:14  
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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
2528	LAMAR ADVERTISING COMPANY	12,134.00	1,392.00
2796	U.S. CELLULAR	2,882.24	109.09
795	SBM BUSINESS EQUIPMENT CENTER	7,939.87	46.56
	TOURISM		1,547.65
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	72,699.49	3,630.00
4392	WILLIAM B WESCOTT	1,818.91	40.00
5043	DAYS INN	200.00	2,387.70
753	ROCK FALLS CHAMBER OF COMMERCE	3,790.00	500.00
T0003010	BAUDVILLE		477.57
	ADMINISTRATION		7,035.27
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	280.00	40.00
	CITY ADMINISTRATOR		40.00
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	72,699.49	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
2797	MARK SEARING	280.00	40.00
5220	TECHNOLOGY FINANCE CORP	8,308.58	30.43
795	SBM BUSINESS EQUIPMENT CENTER	7,939.87	46.57
	BUILDING		117.00
05	CITY CLERK'S OFFICE		

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INVOICES DUE ON/BEFORE 12/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
626	MUNICIPAL CLERKS OF ILLINOIS	70.00	35.00
	CITY CLERK'S OFFICE		35.00
06	POLICE		
1293	CHARLES B. HOLM	900.00	150.00
1472	WARD, MURRAY, PACE & JOHNSON	72,699.49	220.00
295	PAM ERBY	700.00	50.00
5096	TREASURER, STATE OF ILLINOIS	75.00	15.00
5097	ILLINOIS STATE POLICE	450.00	90.00
5098	ILLINOIS OFFICE OF THE	450.00	90.00
5110	KUNES COUNTRY AUTO GROUP	4,062.26	679.38
5228	FIRST RESPONDERS	2,000.00	400.00
55	ARAMARK UNIFORM SERVICES, INC.	7,920.20	77.60
628	MUNICIPAL ELECTRONICS, INC.	315.00	142.52
	POLICE		1,914.50
10	STREET		
110	BONNELL INDUSTRIES, INC.	11,846.08	780.00
194	GRUMMERT'S HARDWARE - R.F.	3,387.86	124.44
2274	FAMILY TABLE RESTAURANT	100.78	70.36
2379	STANDARD EQUIPMENT COMPANY	3,243.11	296.48
2631	HOUSE'S TRUCK & AUTO REPAIR	2,110.96	536.05
34	ALTORFER INC.	31,050.02	17.12
4207	O'REILLY AUTOMOTIVE INC	3,404.52	154.61
4656	THOMPSON TRUCK AND TRAILER	1,377.21	150.10
5110	KUNES COUNTRY AUTO GROUP	4,062.26	35.00
5220	TECHNOLOGY FINANCE CORP	8,308.58	243.47
55	ARAMARK UNIFORM SERVICES, INC.	7,920.20	244.86
631	MURRAY & SONS EXCAVATING, INC	141,468.90	10,468.75
852	S.J. SMITH CO INC	735.55	35.41
	STREET		13,156.65
12	PUBLIC PROPERTY		
1279	WILCO RENTAL	973.70	64.72
4592	DIXON GLASS CO	238.00	2,839.85

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INVOICES DUE ON/BEFORE 12/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
12	PUBLIC PROPERTY		
T0003035	BYERS ENTERPRISES LLC	1,852.10	135.00
	PUBLIC PROPERTY		3,039.57
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	72,699.49	220.00
295	PAM ERBY	700.00	50.00
4396	GARY COOK	280.00	40.00
4796	VERIZON WIRELESS	10,227.22	167.48
	FIRE		477.48
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	3,760.00	43.00
	BUILDING CODE DEMOLITION FUND		43.00
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1052	SAUK VALLEY MEDIA	19,048.83	163.80
1472	WARD, MURRAY, PACE & JOHNSON	72,699.49	110.00
	INDUSTRIAL DEVELOPMENT		273.80
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,803.78	39.78
1472	WARD, MURRAY, PACE & JOHNSON	72,699.49	770.00
1853	MOORE TIRES INC.	2,770.26	190.25
194	GRUMMERT'S HARDWARE - R.F.	3,387.86	20.77
2274	FAMILY TABLE RESTAURANT	100.78	27.06
4207	O'REILLY AUTOMOTIVE INC	3,404.52	27.98
4995	CLOUDPOINT GEOGRAPHICS INC	42,866.70	1,629.34
5020	GRAYBAR	18,310.49	19,676.69
5208	KALEEL'S	7,434.42	65.00



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INVOICES DUE ON/BEFORE 12/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5220	TECHNOLOGY FINANCE CORP	8,308.58	517.39
529	LAWSON PRODUCTS, INC.	2,615.77	122.08
T0003054	SAUK VALLEY PROPERTIES		91.28
T0004160	[REDACTED]		21.27
T0004976	[REDACTED]		85.21
	OPERATION & MAINTENANCE		23,284.10
IT FUND			
22	IT FUND		
2714	ESRI		2,500.00
	IT FUND		2,500.00
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
194	GRUMMERT'S HARDWARE - R.F.	3,387.86	55.14
219	CRESCENT ELECTRIC	2,330.18	38.57
2451	MENARDS	5,240.59	61.46
2714	ESRI		2,500.00
5197	COS SYSTEMS INC	3,500.00	500.00
5225	SYNDEO NETWORKS INC	74,335.79	13,542.50
	FIBER OPTIC BROADBAND/TAXABLE		16,697.67
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
194	GRUMMERT'S HARDWARE - R.F.	3,387.86	43.58
2451	MENARDS	5,240.59	39.25
5218	COMMUNICATIONS & ELECTRICAL	53,448.06	79.07
5224	TACHYON FIBER DESIGN LLC	141,795.02	1,953.00
	FIBER OPTIC BROADBAND/TXEXEMPT		2,114.90
SEWER FUND			
30	SEWER		

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CITY OF ROCK FALLS  
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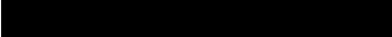
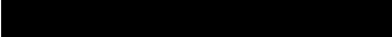

INVOICES DUE ON/BEFORE 12/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	179,971.75	585.58
	SEWER		585.58
38	OPERATION & MAINTENANCE		
1165	COMPLETE ELECTRICAL CONTR. INC	85,188.47	162.00
1472	WARD, MURRAY, PACE & JOHNSON	72,699.49	220.00
2655	MISSISSIPPI VALLEY PUMP, INC.	21,885.76	2,750.00
2714	ESRI		2,500.00
4027	WHITESIDE COUNTY RECORDER	3,760.00	64.50
4119	USA BLUE BOOK	6,317.17	187.10
4796	VERIZON WIRELESS	10,227.22	76.02
4995	CLOUDPOINT GEOGRAPHICS INC	42,866.70	1,629.33
5131	METROPOLITAN INDUSTRIES, INC.	5,410.50	350.00
5139	SUBURBAN LABORATORIES, INC.		510.00
5220	TECHNOLOGY FINANCE CORP	8,308.58	182.61
631	MURRAY & SONS EXCAVATING, INC	141,468.90	2,393.25
651	NICOR	14,484.37	29.93
	OPERATION & MAINTENANCE		11,054.74
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	115,076.42	731.56
2449	CORE & MAIN LP	1,646.36	1,575.08
5105	STANLEY CONSULTANTS, INC.	179,971.75	585.59
	WATER		2,892.23
48	OPERATION & MAINTENANCE		
1110	MARTIN EQUIPMENT OF IA-IL, INC	1,618.35	1,769.38
1472	WARD, MURRAY, PACE & JOHNSON	72,699.49	220.00
194	GRUMMERT'S HARDWARE - R.F.	3,387.86	16.07
2714	ESRI		2,500.00
2796	U.S. CELLULAR	2,882.24	303.46
2847	PDC LABORATORIES, INC.	2,494.00	306.00
4027	WHITESIDE COUNTY RECORDER	3,760.00	64.50
423	AT&T	11,684.76	489.76

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
4796	VERIZON WIRELESS	10,227.22	114.03
4995	CLOUDPOINT GEOGRAPHICS INC	42,866.70	1,629.33
5220	TECHNOLOGY FINANCE CORP	8,308.58	213.04
	OPERATION & MAINTENANCE		7,625.57
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	72,699.49	55.00
	GARBAGE		55.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4081	CIVIC SYSTEMS, LLC	8,573.00	2,000.00
771	PINNEY PRINTING CO	3,438.08	585.00
	CUSTOMER SERVICE CENTER		2,585.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	285,454.67	13.40
T0001715			36.60
T0004974			100.00
T0004975			4.13
T0004977			36.31
	CUSTOMER UTILITY DEPOSITS		190.44
	TOTAL ALL DEPARTMENTS		97,320.15

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/10/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
10	STREET		
T0003571	COLE'S COMPLETE TREE SERVICE	8,300.00	1,400.00
	STREET		1,400.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
437	ILLINOIS MUNICIPAL ELECTRIC	3,088,658.11	403,791.19
T0004978	HOLT & SONS INC.		39,690.00
	OPERATION & MAINTENANCE		443,481.19
SAFE PASSAGE/NON EVIDENTIARY			
57	SAFE PASSAGE/NON EVIDENTIARY		
4729	TAMMY NELSON	775.94	3,750.00
	SAFE PASSAGE/NON EVIDENTIARY		3,750.00
	TOTAL ALL DEPARTMENTS		448,631.19

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
4815	TDG COMMUNICATIONS INC	630.00	3,750.00
	TOURISM		3,750.00
GENERAL FUND			
01	ADMINISTRATION		
1401	WLLT		300.00
176	PETTY CASH	583.60	200.00
T0003010	BAUDVILLE	477.57	21.45
	ADMINISTRATION		521.45
04	BUILDING		
4192	INTERNATIONAL CODE COUNCIL INC		135.00
4945	IACE	210.00	40.00
4995	CLOUDPOINT GEOGRAPHICS INC	47,754.70	500.00
829	SELF HELP ENTERPRISE	119.00	92.00
	BUILDING		767.00
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	285,468.07	1,067.59
1293	CHARLES B. HOLM	1,050.00	150.00
2735	SLIM-N-HANKS		65.00
350	GISI BROS. INC.	4,554.45	207.89
4508	LEXISNEXIS RISK SOLUTIONS	210.00	30.00
4572	CHARLES SCHWAB & CO INC	117,230.73	9,968.01
4692	PANTHER UNIFORMS, INC.	2,536.71	412.50
5157	MATTHEW MCKANNA	201.72	25.00
5177	DUSTIN SUGARS		22.09
5228	FIRST RESPONDERS	2,400.00	400.00
5248	NICK NOLTE		24.93
533	LECTRONICS, INC.	5,659.22	318.00
651	NICOR	14,514.30	152.65
752	ROCK FALLS AREA DOG CONTROL	1,985.68	480.42
T0004980	MOELLER MYERS & ASSOC PC		510.00
	POLICE		13,834.08

INVOICES DUE ON/BEFORE 12/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	4,350.00	725.00
4931	MUNICIPAL SYSTEMS INC	6,093.57	757.02
	CODE HEARING DEPARTMENT		1,482.02
10	STREET		
1224	AIRGAS USA LLC	1,843.56	32.90
1289	CITY OF ROCK FALLS UTILITIES	285,468.07	954.44
1325	SPENCER'S AUTOMOTIVE, INC.		1,819.93
1449	QUALITY READY MIX	22,774.14	2,050.88
1466	ALARM DETECTION SYSTEMS, INC.	3,605.64	464.22
194	GRUMMERT'S HARDWARE - R.F.	3,647.86	76.46
2451	MENARDS	5,341.30	31.10
2631	HOUSE'S TRUCK & AUTO REPAIR	2,647.01	57.00
337	GARAGE DOOR SPECIALISTS	1,792.00	192.00
34	ALTORFER INC.	31,067.14	60.34
4207	O'REILLY AUTOMOTIVE INC	3,587.11	305.65
4655	WHEELHOUSE, INC.	6,015.14	50.00
4656	THOMPSON TRUCK AND TRAILER	1,527.31	231.95
4827	KELLEY WILLIAMSON COMPANY	5,293.39	1,319.94
529	LAWSON PRODUCTS, INC.	2,737.85	744.39
55	ARAMARK UNIFORM SERVICES, INC.	8,242.66	124.51
651	NICOR	14,514.30	943.44
852	S.J. SMITH CO INC	770.96	221.95
	STREET		9,681.10
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	285,468.07	5,916.71
364	GRUMMERTS HARDWARE - STERLING	803.79	74.94
4640	TERRACON CONSULTANTS	38,674.10	20,383.27
533	ELECTRONICS, INC.	5,659.22	39.00
651	NICOR	14,514.30	246.59
	PUBLIC PROPERTY		26,660.51
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	285,468.07	1,127.99

INVOICES DUE ON/BEFORE 12/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
13	FIRE		
325	FOSTER COACH SALES	44.20	15.40
4207	O'REILLY AUTOMOTIVE INC	3,587.11	-36.00
423	AT&T	12,174.52	71.20
4536	DUO-SAFETY LADDER CORPORATION		206.11
4866	LOESCHER	15,167.87	372.50
651	NICOR	14,514.30	458.01
724	RANDY'S TRUCK REPAIR, INC.	6,513.93	696.46
	FIRE		2,911.67
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	78,199.49	1,441.35
2939	FURR EXCAVATING, INC.	1,385.00	11,400.00
	BUILDING CODE DEMOLITION FUND		12,841.35
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	285,468.07	6,347.01
1314	AMERICAN SAFETY UTILITY CORP		965.48
194	GRUMMERT'S HARDWARE - R.F.	3,647.86	10.77
2187	BORDER STATES ELECTRIC SUPPLY	1,609.97	1,359.55
219	CRESCENT ELECTRIC	2,368.75	12.99
2557	ASPLUNDH TREE EXPERT CO.	111,953.47	4,691.88
283	ANIXTER INC	33,649.39	17,694.02
4207	O'REILLY AUTOMOTIVE INC	3,587.11	11.99
4544	UPS	97.18	5.79
4620	TRI-COUNTY OPP COUNCIL	461.01	314.65
4626	ENGEL ELECTRIC CO.	13,405.32	265.95
4730	FLETCHER-REINHARDT CO	18,564.35	161.07
4995	CLOUDPOINT GEOGRAPHICS INC	47,754.70	165.00
5008	POWER SYSTEM ENGINEERING INC	83,153.69	255.00
5062	HALL'S SAFETY EQUIPMENT CORP.	4,060.35	140.65
5208	KALEEL'S	7,499.42	208.00
533	LECTRONICS, INC.	5,659.22	139.00
651	NICOR	14,514.30	911.34
66	STERLING CHEVROLET CO.	1,041.86	2,028.39
774	ROCK RIVER READY MIX	862.48	44.89
795	SBM BUSINESS EQUIPMENT CENTER	8,033.00	191.72
	OPERATION & MAINTENANCE		35,925.14

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 12/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
FIBER OPTIC	BROADBAND/TAXABLE		
23	FIBER OPTIC BROADBAND/TAXABLE		
5018	USIC LOCATING SERVICES LLC	4,173.29	381.00
5207	INTERNET SERVICES PROVIDER NET	40,484.00	4,500.00
795	SBM BUSINESS EQUIPMENT CENTER	8,033.00	102.99
	FIBER OPTIC BROADBAND/TAXABLE		4,983.99
FIBER OPTIC	BROADBAND/TXEXEMPT		
24	FIBER OPTIC BROADBAND/TXEXEMPT		
219	CRESCENT ELECTRIC	2,368.75	205.47
5249	JC FIBER TECH INC		1,463.50
	FIBER OPTIC BROADBAND/TXEXEMPT		1,668.97
SEWER FUND			
38	OPERATION & MAINTENANCE		
110	BONNELL INDUSTRIES, INC.	12,626.08	310.00
1289	CITY OF ROCK FALLS UTILITIES	285,468.07	20,162.24
2183	PILLARS REPAIR INC	1,077.21	35.71
2301	STERLING NAPA	4,318.92	292.04
2380	AUTOZONE	293.66	13.58
2517	PRAIRIE HILL RDF	12,904.20	268.83
4119	USA BLUE BOOK	6,504.27	40.86
4446	MORING DISPOSAL, INC.	273,844.14	300.00
4684	SCHMITT PLUMBING & HEATING INC	1,738.65	5,022.50
4827	KELLEY WILLIAMSON COMPANY	5,293.39	292.08
4910	SJOSTROM & SONS, INC.		3,414.61
533	LECTRONICS, INC.	5,659.22	69.00
651	NICOR	14,514.30	9,192.60
	OPERATION & MAINTENANCE		39,414.05
WATER FUND			
40	WATER		
1449	QUALITY READY MIX	22,774.14	1,552.50
194	GRUMMERT'S HARDWARE - R.F.	3,647.86	48.00
2449	CORE & MAIN LP	3,221.44	671.44
2718	TOM ROWZEE	10,441.87	5,005.00
4207	O'REILLY AUTOMOTIVE INC	3,587.11	20.36



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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 12/14/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	57,183.47	183.21
4996	LAI, LTD	7,000.00	2,155.77
838	THE SHERWIN - WILLIAMS CO.	166.72	85.49
	WATER		9,721.77
48	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	19,212.63	576.32
1289	CITY OF ROCK FALLS UTILITIES	285,468.07	7,354.44
1449	QUALITY READY MIX	22,774.14	2,548.38
1740	VIKING CHEMICAL CO	5,871.00	932.00
4207	O'REILLY AUTOMOTIVE INC	3,587.11	20.38
4827	KELLEY WILLIAMSON COMPANY	5,293.39	281.80
4866	LOESCHER	15,167.87	-4.23
5131	METROPOLITAN INDUSTRIES, INC.	5,760.50	73.00
5176	DIRECT IN SUPPLY	551.80	188.00
55	ARAMARK UNIFORM SERVICES, INC.	8,242.66	197.68
651	NICOR	14,514.30	442.69
	OPERATION & MAINTENANCE		12,610.46
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	21,225.00	3,500.00
	CUSTOMER SERVICE CENTER		3,500.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	285,468.07	150.00
T0004979			31.97
T0004981			100.00
	CUSTOMER UTILITY DEPOSITS		281.97
	TOTAL ALL DEPARTMENTS		180,555.53

## City of Rock Falls Job Description

**POSITION TITLE:** Building Department Administrative Assistant  
**REPORTS TO:** Building Inspector

### **SUMMARY:**

This position will primarily be responsible for assisting the Building Inspector with the handling of building permits, and other permits that the department may process per ordinance. Additionally, the position provides phone answering services to the Public Works department, as well as assist the Mayor and City Administrator with scheduling and limited administrative work.

### **DUTIES**

- Meet with contractors or residents regarding issuance of building permits, which will include collecting permit fees, project information, as well as other issues relating to permits.
- Schedule appointments for Building Inspector, which shall include keeping of a calendar of activities for the Building Inspector.
- Answer phone for the building department, and take messages for the Building Inspector or others within the department.
- Answer general building permit and zoning questions and direct specific building permit and zoning questions to the Building Inspector.
- Collect fees for permits issued by the building department; which shall include counting money, balancing the department's cash drawer and depositing funds with the City Clerk's office in accordance with procedures as laid out by the City Clerk.
- Retain and file building department records, as directed by the Building Inspector, in the manner that complies with the record keeping policies of the City Clerk.
- Input data from Building Inspector's field observations into various building department address files.
- Input data in the computer for contractor's information, and building permits information
- Maintain committee agendas and coordinate meetings for the Planning/Zoning Commission, which shall include posting of agendas, taking of minutes at meetings (sometimes in the evening), contacting members of committees as necessary, and submitting to the City Clerk's office copies of agendas and minutes in a timely manner.
- Answer Public Works phone line and take messages for Street, Water, and Sewer Departments.
- Maintain the Mayor's calendar, set appointments for the Mayor and **keep confidential records for the Mayor and City Administrator as may be directed.**
- Draft correspondence for the Mayor as directed.
- Maintain the City's television access channel in accordance with rules set forth by the City Administrator in conjunction with the Mayor and City Council.
- Other duties as assigned from time to time.

### **QUALIFICATIONS:**

- High School Graduate or equivalent.
- Strong customer service background preferred with an accompanying ability to work with the public in a pleasant and respectful manner.
- Business phone etiquette
- Strong computer skills in Microsoft Word, Excel and Powerpoint and proficient at keyboarding at a rate sufficient to meet the demands of the position.

### **PHYSICAL DEMANDS**

- The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing duties of this job, the employee is regularly required to sit, use hands, fingers, handle or feel objects, tools or controls, and talk and hear. The employee is occasionally required to

- stand, walk, and reach with hands and arms.
- The employee must occasionally lift and /or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, peripheral vision, depth perception and the ability to adjust focus.

**WORK ENVIRONMENT:**

- Work is performed in office settings and requires sitting for prolonged periods of time, the use of a computer keyboard and screen and providing customer service at a service window.
- Hand-eye coordination and fine manipulation skills are necessary to operate computers and other office equipment.
- Must be able to meet the physical requirements of the class and have mobility, vision, hearing and dexterity levels appropriate to the duties to be performed.
- Must be able to occasionally attend evening meetings.

## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** (this “*Agreement*”) is made and entered into this \_\_\_\_ day of December, 2018, by and between the CITY OF ROCK FALLS, an Illinois municipal corporation (the “*City*”), and ZESTY MEATLOAF, LLC, an Illinois limited liability company (the “*Developer*”).

### PREAMBLES

**WHEREAS**, in the Redevelopment Project Area (as defined below), the City has identified a need for the location and redevelopment of commercial property in the City; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the Mayor and City Council of the City (collectively, the “*Corporate Authorities*”) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a “blighted area,” a “conservation area,” or a combination “blighted/conservation area” as such terms are defined in the TIF Act; and

**WHEREAS**, in accordance with the requirements of the TIF Act, on March 16, 2010, the Corporate Authorities adopted Ordinance No. 2010-2385, which approved a redevelopment plan and project, entitled Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project, as prepared by S.B. Friedman & Company (the “*Redevelopment Plan*”), for the Downtown Redevelopment Project Area (the “*Redevelopment Project Area*”); and

**WHEREAS**, also in accordance with the requirements of the TIF Act, on March 16, 2010, the Corporate Authorities adopted Ordinances No. 2010-2386 and No. 2010-2387, which designated the Redevelopment Project Area as a “redevelopment project area,” as that term is defined under the TIF Act, and approved tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and

**WHEREAS**, the Corporate Authorities have determined that the blighting factors described in the Redevelopment Plan are detrimental to the public and impair development and growth in the Redevelopment Project Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Project Area; and

**WHEREAS**, the blighting factors in the Redevelopment Project Area will continue to impair growth and development but for the use of tax increment allocation financing to pay redevelopment project costs which necessarily must be incurred to implement the aforesaid program of redevelopment; and

**WHEREAS**, the existence of the blighting facts in the Redevelopment Project Area and the extraordinary costs necessary for redevelopment have prevented private developers from developing, redeveloping and revitalizing the Redevelopment Project Area; and

**WHEREAS**, pursuant to the terms and condition of the Real Estate Purchase and Sale Agreement (the “*Real Estate Contract*”) dated August 30, 2018, by and between The Industrial

Development Commission of the City of Rock Falls, Illinois, and the Developer, as subsequently amended, the Developer has contracted to purchase the real estate legally described in Exhibit A attached hereto and incorporated herein (the "*Subject Property*"); and

**WHEREAS**, in furtherance of the redevelopment of the Subject Property, the Developer's proposes to do the following at its sole cost and expense: (i) complete the purchase of the Subject Property in accordance with the Real Estate Contract; (ii) subdivide the Subject Property in compliance with the Legal Requirements (as hereafter defined) into two separate development parcels, (iii) on the first subdivided parcel, hereinafter referred to as the "*Hotel Parcel*," construct, own, operate and maintain an approximately forty-six (46) room My Place Hotel, including parking area, breakfast area, fitness room and all related public and private facilities, in compliance with the Legal Requirements, and (iv) on the second subdivided parcel, hereinafter referred to as the "*Retail Parcel*," construct, own, operate and maintain a commercial retail center comprised of uses that are permitted principal uses under the City's B-1 General Business zoning district, including parking area and all related public and private facilities, in compliance with the Legal Requirements (all such matters, and any matters incident thereto, are hereinafter referred to as the "*Project*"); and

**WHEREAS**, the total cost of the Project is anticipated to be approximately \$8,000,000.00; and

**WHEREAS**, the Developer has advised City that, but for economic development assistance from the City, the Developer is unable to complete the Project; and

**WHEREAS**, the Project is consistent with the Redevelopment Plan and is located within the Redevelopment Project Area; and

**WHEREAS**, Section 11-74.4-4 of the TIF Act authorizes the Corporate Authorities to enter into redevelopment agreements and to reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; and

**WHEREAS**, in order to induce the Developer to undertake and complete the Project, the Corporate Authorities have determined that it is in the best interests of the City and the health, safety, morals and welfare of the residents and taxpayers of the City, on the terms and subject to the conditions set forth in this Agreement, to reimburse the Developer for a portion of the redevelopment project costs incurred in furtherance of the Project as permitted by the TIF Act; and

**WHEREAS**, the Corporate Authorities have determined that the obligations of the City for the benefit of the Developer described in the recitals hereto and the Developer's completion of the Project pursuant to this Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents and taxpayers and will be in furtherance of the Redevelopment Plan, thereby providing for and promoting economic development, creating new employment opportunities for the residents of the City, enhancing the tax base of the City and other taxing districts, adding to the welfare and prosperity of the City and its inhabitants and otherwise fulfill the intents and purposes of the TIF Act.

**NOW, THEREFORE**, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**Section 1.** Incorporation of Recitals. The recitals contained in the preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

**Section 2.** Term. The term of this Agreement shall commence on the date of execution and end upon the first to occur of (i) the termination of the Redevelopment Project Area on December 31, 2033, as set forth in the Redevelopment Plan, or (ii) the termination of this Agreement pursuant to Section 16 hereof. Notwithstanding the foregoing, any continuing obligations specifically provided for in this Agreement shall survive any termination hereof.

**Section 3.** The Project.

(a) The Project consists of Developer's redevelopment of the Subject Property, at its sole cost and expense, as described in the recitals contained in the preambles to this Agreement. The Project shall be completed in multiple phases, as follows:

(i) Phase one of the Project shall be the Developer's acquisition of the Subject Property pursuant to the Real Estate Contract on or before March 1, 2019.

(ii) Phase two of the Project shall be the Developer's subdivision of the Subject Property into the Hotel Parcel and the Retail Parcel on or before March 29, 2019.

(iii) Phase three of the Project shall be the Developer's development of the Hotel Parcel into the My Space Hotel on or before March 31, 2020. Completion of development of the My Space Hotel shall be evidenced by the City's issuance of a certificate of occupancy following inspection of the Subject Property and confirmation that all activities described in the building permit and other required City approvals have been completed in a good and workmanlike manner in accordance with the Legal Requirements.

(iv) Phase four of the Project shall be the Developer's development of the Retail Parcel into a commercial retail center. The decision to pursue and complete the fourth phase of the Project is subject to the sole and absolute discretion of the Developer. There is no requirement for the fourth phase of the Project to be completed in order for the Developer to receive economic development assistance hereunder.

(b) Prior to commencement of construction of both phases three and four of the Project, the Developer shall apply to the City for all building permits and other approvals required by the Legal Requirements. The plans and specifications submitted in connection therewith shall comply in all respects with the Legal Requirements. The Project shall be completed at the sole cost and expense of the Developer and, unless otherwise agreed by the parties in writing, conform to the approved plans and specifications. The Developer shall be obligated to pay to the City all permit, inspection and review fees and all water and sewer connection fees as set forth in the Legal Requirements.

(c) The City and the Developer shall use reasonable efforts to cooperate with each other in connection with all permits and other approvals required for the Project. The City agrees to expeditiously process, consider and act on all applications for City approvals as may be necessary, provided such applications are consistent with the Project and in compliance with all Legal Requirements.

**Section 4. Payments in Respect of Hotel Parcel.**

(a) As long as no event described in Section 16 of this Agreement shall have occurred and be continuing, and the Developer has completed the first three phases of the Project as described in Section 3(a) hereof, the City shall reimburse the Developer for all Hotel Parcel Redevelopment Project Costs (as hereafter defined) incurred by the Developer which have been approved. Notwithstanding the foregoing, the total amount reimbursed to the Developer under this Section 4 shall not exceed \$1,000,000.00. For purposes of this Agreement, "*Hotel Parcel Redevelopment Project Costs*" shall mean and include all costs so defined in Exhibit B attached hereto and incorporated herein.

(b) In connection with the establishment and ongoing administration of the Redevelopment Project Area, the City has established a special tax allocation fund pursuant to the requirements of the TIF Act ("the STAF") into which the City shall deposit all Hotel Parcel Incremental Taxes (as hereafter defined) generated in respect of the Hotel Parcel each year during the term of this Agreement promptly upon receipt of the same from Whiteside County. "*Hotel Parcel Incremental Taxes*" shall mean the amount of ad valorem taxes, if any, paid in respect of the Hotel Parcel and its improvements which are attributable to the increase in the equalized assessed value of the Hotel Parcel and its improvements over the initial equalized assessed value of the Hotel Parcel, calculated as set forth in the TIF Act.

(c) The City shall further establish, upon execution of this Agreement, a segregated special subaccount of the STAF designated as the "*Zesty Meatloaf Hotel Parcel Subaccount*" into which the City shall deposit all Hotel Parcel Net Increment (as hereafter defined) generated in respect of the Hotel Parcel each year during the term of this Agreement promptly upon receipt of Hotel Parcel Incremental Taxes from Whiteside County. "*Hotel Parcel Net Increment*" shall mean eighty-five percent (85%) of the Hotel Parcel Incremental Taxes each year. The City may utilize the other fifteen percent (15%) of Hotel Parcel Incremental Taxes for any lawful purpose under the TIF Act in its sole and absolute discretion.

(d) Hotel Parcel Net Increment deposited from time to time in the Zesty Meatloaf Hotel Parcel Subaccount in respect of the Hotel Parcel shall be used to pay or reimburse the Developer for Hotel Parcel Redevelopment Project Costs as hereafter set forth. On December 15 of each year during the term of this Agreement (or, if later, the date which is thirty (30) days following the date which the City receives the final installment of annual real estate taxes from Whiteside County ) (the "*STAF Allocation Date*"), Hotel Parcel Net Increment credited to the Zesty Meatloaf Hotel Parcel Subaccount during the period from the immediately preceding STAF Allocation Date (or the date of this Agreement in the case of the period from the date of this Agreement to the first STAF Allocation Date) to, but not including, the current STAF Allocation Date shall be used annually for the following purposes and in the following priority:

(i) To the extent there are monies available in the Zesty Meatloaf Hotel Parcel Subaccount, such monies shall be paid to the Developer to reimburse it for Hotel Parcel Redevelopment Project Costs approved in accordance with Section 4(e) hereof until such times as the Developer has been reimbursed a total of \$1,000,000.00; and

(ii) Following (i) above, to the extent there are any monies remaining in the Zesty Meatloaf Hotel Parcel Subaccount, such monies shall be transferred to the STAF and used by the City for any lawful purpose under the TIF Act in its sole and absolute discretion.

**THE CITY'S OBLIGATION TO MAKE THE PAYMENTS DESCRIBED ABOVE IS A LIMITED OBLIGATION PAYABLE SOLELY FROM HOTEL PARCEL NET INCREMENT DEPOSITED IN THE ZESTY MEATLOAF HOTEL PARCEL SUBACCOUNT FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.**

(e) To establish a right of reimbursement for a Hotel Parcel Redevelopment Project Cost under this Agreement, the Developer shall submit to the City Administrator or her designee a written statement in the form attached to this Agreement as Exhibit C (a "*Hotel Parcel Request for Reimbursement*") setting forth the amount of reimbursement and the specific cost for which reimbursement is sought. Each Hotel Parcel Request for Reimbursement shall be accompanied by such bills, paid receipts, contracts, invoices, lien waivers or other evidence as the City shall reasonably require to evidence the right of the Developer to payment or reimbursement under this Agreement. All receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced/paid. The City Administrator or her designee shall have thirty (30) days after receipt of any Hotel Parcel Request for Reimbursement from the Developer to approve or disapprove of any of the expenditures for which reimbursement is sought. If said Hotel Parcel Request for Reimbursement is not approved, the City Administrator or her designee shall provide to the Developer a written explanation setting forth the reason or reasons for the denial. Provided, however, the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure was not incurred by the Developer in accordance with the Legal Requirements or the provisions of this Agreement. Reimbursement of Hotel Parcel Redevelopment Project Costs shall be made annually on each STAF Allocation Date only to the extent money is available in the Zesty Meatloaf Hotel Parcel Subaccount. To the extent money is insufficient in the Zesty Meatloaf Hotel Parcel Subaccount to reimburse the Developer for Hotel Parcel Redevelopment Project Costs, the Developer shall be reimbursed on the next succeeding STAF Allocation Date on which there are available monies in the Zesty Meatloaf Hotel Parcel Subaccount. To the extent money in the Zesty Meatloaf Hotel Parcel Subaccount exceeds the amount necessary to reimburse the Developer for Hotel Parcel Redevelopment Project Costs on any STAF Allocation Date, such monies shall be transferred to the STAF and used in the discretion of City pursuant to Section 4(d)(ii) of this Agreement.



(f) The parties acknowledge that the determination of Hotel Parcel Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. The City has no obligation to the Developer to attempt to modify said rules or decisions.

**Section 5.** Payments in respect of Retail Parcel.

(a) As long as no event described in Section 16 of this Agreement shall have occurred and be continuing, and the Developer has completed all four phases of the Project as described in Section 3(a) hereof, the City shall reimburse the Developer for all Retail Parcel Redevelopment Project Costs (as hereafter defined) incurred by the Developer which have been approved by the City. Notwithstanding the foregoing, the total amount reimbursed to the Developer under this Section 5 shall not exceed \$700,000.00. For purposes of this Agreement, "*Retail Parcel Redevelopment Project Costs*" shall mean and include all costs so defined in Exhibit B attached hereto and incorporated herein.

(b) The City shall deposit into the STAF all Retail Parcel Incremental Taxes (as hereafter defined) generated in respect of the Retail Parcel each year during the term of this Agreement promptly upon receipt of the same from Whiteside County. "*Retail Parcel Incremental Taxes*" shall mean the amount of ad valorem taxes, if any, paid in respect of the Retail Parcel and its improvements which are attributable to the increase in the equalized assessed value of the Retail Parcel and its improvements over the initial equalized assessed value of the Retail Parcel, calculated as set forth in the TIF Act.

(c) The City shall further establish, upon execution of this Agreement, a segregated special subaccount of the STAF designated as the "*Zesty Meatloaf Retail Parcel Subaccount*" into which the City shall deposit all Retail Parcel Net Increment (as hereafter defined) generated in respect of the Retail Parcel each year during the term of this Agreement promptly upon receipt of Retail Parcel Incremental Taxes from Whiteside County. "*Retail Parcel Net Increment*" shall mean eighty-five percent (85%) of the Retail Parcel Incremental Taxes each year. The City may utilize the other fifteen percent (15%) of Retail Parcel Incremental Taxes for any lawful purpose under the TIF Act in its sole and absolute discretion.

(d) Retail Parcel Net Increment deposited from time to time in the Zesty Meatloaf Retail Parcel Subaccount in respect of the Retail Parcel shall be used to pay or reimburse the Developer for Retail Parcel Redevelopment Project Costs as hereafter set forth. On the STAF Allocation Date, Retail Parcel Net Increment credited to the Zesty Meatloaf Retail Parcel Subaccount during the period from the immediately preceding STAF Allocation Date (or the date of this Agreement in the case of the period from the date of this Agreement to the first STAF Allocation Date) to, but not including, the current STAF Allocation Date shall be used annually for the following purposes and in the following priority:

(i) To the extent there are monies available in the Zesty Meatloaf Retail Parcel Subaccount, such monies shall be paid to the Developer to reimburse it for Retail Parcel Redevelopment Project Costs approved in accordance with Section 5(e) hereof until such times as Developer has been reimbursed a total of \$700,000.00; and

(ii) Following (i) above, to the extent there are any monies remaining in the Zesty Meatloaf Retail Parcel Subaccount, such monies shall be transferred to the STAF and used by the City for any lawful purpose under the TIF Act in its sole and absolute discretion.

**THE CITY'S OBLIGATION TO MAKE THE PAYMENTS DESCRIBED ABOVE IS A LIMITED OBLIGATION PAYABLE SOLELY FROM RETAIL PARCEL NET INCREMENT DEPOSITED IN THE ZESTY MEATLOAF RETAIL PARCEL SUBACCOUNT FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.**

(e) To establish a right of reimbursement for a Retail Parcel Redevelopment Project Cost under this Agreement, the Developer shall submit to the City Administrator or her designee a written statement in the form attached to this Agreement as Exhibit D (a "*Retail Parcel Request for Reimbursement*") setting forth the amount of reimbursement and the specific cost for which reimbursement is sought. Each Retail Parcel Request for Reimbursement shall be accompanied by such bills, paid receipts, contracts, invoices, lien waivers or other evidence as the City shall reasonably require to evidence the right of the Developer to payment or reimbursement under this Agreement. All receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced/paid. The City Administrator or her designee shall have thirty (30) days after receipt of any Retail Parcel Request for Reimbursement from the Developer to approve or disapprove of any of the expenditures for which reimbursement is sought. If said Retail Parcel Request for Reimbursement is not approved, the City Administrator or her designee shall provide to the Developer a written explanation setting forth the reason or reasons for the denial. Provided, however, the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure was not incurred by the Developer in accordance with the Legal Requirements or the provisions of this Agreement. Reimbursement of Retail Parcel Redevelopment Project Costs shall be made annually on each STAF Allocation Date only to the extent money is available in the Zesty Meatloaf Retail Parcel Subaccount. To the extent money is insufficient in the Zesty Meatloaf Retail Parcel Subaccount to reimburse the Developer for Retail Parcel Redevelopment Project Costs, the Developer shall be reimbursed on the next succeeding STAF Allocation Date on which there are available monies in the Zesty Meatloaf Retail Parcel Subaccount. To the extent money in the Zesty Meatloaf Retail Parcel Subaccount exceeds the amount necessary to reimburse the Developer for Retail Parcel Redevelopment Project Costs on any STAF Allocation Date, such monies shall be transferred to the STAF and used in the discretion of City pursuant to Section 5(d)(ii) of this Agreement.

(f) The parties acknowledge that the determination of Retail Parcel Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. The City has no obligation to the Developer to attempt to modify said rules or interpretations.

**Section 6.** Verification of Tax Increment. Not less than thirty (30) days prior to each STAF Allocation Date, the Developer shall provide the City Administrator with a preliminary calculation of Hotel Parcel Incremental Taxes generated by the Hotel Parcel and Retail Parcel Incremental Taxes generated by the Retail Parcel for each year of this Agreement. The Developer shall also provide the City such supporting information, including paid real estate tax bills and documentation of the equalized assessed valuation of the Hotel Parcel and the Retail Parcel, as is reasonably necessary to verify such calculations by the Developer. The City Administrator shall have thirty (30) days from receipt of such calculations and supporting information to recommend approval or disapproval of the same and, if disapproved, to provide the Developer with a written explanation setting forth the reasons for the disapproval. The parties acknowledge that the determination of Hotel Parcel Incremental Taxes and Retail Parcel Incremental Taxes shall be subject to the TIF Act. The failure of the Developer to provide the information required in this Section 6 shall not constitute a default of this Agreement; provided, the City shall not be required to make the applicable annual payment to the Developer under Sections 4 and 5 of this Agreement for such year until the information has been provided.

**Section 7.** Option to Repurchase the Subject Property.

(a) The Developer acknowledges and agrees that the Developer's agreement to develop the Subject Property was a material inducement for the City to agree to sell the Subject Property to the Developer pursuant to the Real Estate Contract. The City shall have the exclusive option (the "*Hotel Option*") to purchase the Hotel Parcel to the extent the development of the same is not completed within ten (10) years of the date the Developer acquires title to the Subject Property. For purposes of this Section 7, completion of development shall be evidenced by the City's issuance of a certificate of occupancy for phase one and phase two of the Project, as applicable, following inspection and confirmation that all activities described in the building permit and other required City approvals, if any, have been completed in a good and workmanlike manner in accordance with the Legal Requirements. The City shall also have the exclusive option (the "*Retail Option*") to purchase the Retail Parcel in the event the Developer has not applied for and received a building permit from the City for the development of phase four of the Project on or before December 31, 2023.

(b) The term of the Hotel Option shall commence on the date which is ten (10) years after the date the Developer acquires title to the Subject Property and shall continue thereafter for a period of eighteen (18) consecutive months. The term of the Retail Option shall commence on January 1, 2024, and continue thereafter until the ending date for the Hotel Option. The Hotel Option and the Retail Option shall run with the land and shall extend to, and be binding upon, the respective successors and assigns of the Developer. The exercise of the Hotel Option and/or the Retail Option, as applicable, shall be at the sole and absolute discretion of the City and shall be exercised by written notice from the City to the Developer during the applicable option term.

(c) In the event the City exercises the Hotel Option and/or the Retail Option, closing on the applicable transaction shall occur within sixty (60) days of the date of exercise of the applicable option at a title company selected by the City (the "*Closing*"). At the Closing, the Developer shall convey fee simple title to the applicable portion of the Subject Property free of any and all liens, easements, restrictions, conditions and covenants except the Permitted Exceptions (as hereafter defined), by a good and sufficient general warranty deed executed by

the Developer. The Developer shall, in addition to preparing and delivering to the City the general warranty deed, prepare, execute and deliver to the City all appropriate transfer declarations and other documentation required by the State of Illinois or by any other governmental entity and pay any transfer taxes or other fees due by reason of said sale. The Developer shall also prepare, execute and deliver all additional documents, resolutions or affidavits reasonably required by the City and the title company to effectuate the transfer of the applicable portion of the Subject Property herein contemplated to be purchased.

(d) No more than ten (10) days after the City exercises the applicable option, the Developer, at the Developer's sole expense, shall furnish to the City a commitment for title insurance issued by the City's title insurance company, showing merchantable title to the applicable portion of the Subject Property in the Developer, committing the title insurance company to issue a 2006 ALTA Owner's Policy of Title Insurance, with extended coverage over the standard or general exceptions to title, for the amount of the Purchase Price (as hereafter defined). Permissible exceptions to title shall include only: (i) the lien of general taxes not yet payable; (ii) zoning and building laws and ordinances; (iii) easements of record for utilities, drainage and public roads, highways and improvements; and (iv) conditions and restrictions of record, not objected to by the City (collectively, the "*Permitted Exceptions*"). The cost of any later date search necessary to issue the ALTA title policy to the City shall also be paid by the Developer. The Developer shall comply with all reasonable requirements deemed necessary by the City's title company to deliver merchantable title to the applicable portion of the Subject Property to the City.

(e) The Purchase Price is hereafter defined as follows: (i) if the applicable portion of the Subject Property to be purchased is the entire Subject Property, \$500,000.00; (ii) if the applicable portion of the Subject Property to be purchased is the Hotel Parcel, \$400,000.00; or (iii) if the applicable portion of the Subject Property to be purchased is the Retail Parcel, \$100,000.00.

(f) The City shall receive a credit upon the Purchase Price for a share of the taxes assumed (whether for real estate or personalty) by the City prorated from the first day of the appropriate tax year to the date of Closing computed upon the last known assessed value, adjusted by the last confirmed multiplier and times the last known tax rate, all adjusted based upon the best information available. All outstanding installments of taxes and special assessments shall be paid by the Developer at time of Closing.

(g) The Developer represents and warrants that the following shall be true and correct as of the date of Closing: the Developer has not knowingly caused or permitted Hazardous Substances (as hereafter defined) to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in or under the portion of the Subject Property to be purchased in a manner which violates any Environmental Laws (as hereafter defined); to the best of the Developer's knowledge, no other person or entity has caused Hazardous Substances to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in or under the portion of the Subject Property to be purchased; the Developer has not received any notice of any violation of any Environmental Laws pertaining to the portion of the Subject Property to be purchased; and to the best of the Developer's knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with

respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the portion of the Subject Property to be purchased. "*Hazardous Substances*" shall mean and include any substances, materials, waste or particular matter defined as or included in the definition of hazardous substances, hazardous waste, hazardous materials, toxic substances, contaminants, or any other substances declared to be hazardous or toxic under any Environmental Laws or any other federal, state or local laws, ordinances, rules or regulations now or hereafter in effect, including, without limitation, substances which are or contain petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product. "*Environmental Laws*" shall mean all laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directions or the equivalent, of or by any federal, state or local governmental authority, and relating to or addressing the protection of the environment or human health, now or hereafter in effect.

**Section 8.** Whiteside County Enterprise Zone.

The Subject Property is located in the Whiteside County Enterprise Zone ("*Enterprise Zone*") and may be eligible for Enterprise Zone benefits (with the exception of real estate tax abatements) in connection with the Project. The Developer shall be responsible for application to the Whiteside County Enterprise Zone for such benefits.

**Section 9.** No Liability for the Developer's Expenses.

The City shall have no obligation to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the development of the Project.

**Section 10.** Compliance with Applicable Laws. The Developer shall at all times permit, acquire, install, construct, operate and maintain the Project (or cause others to perform each of the same) in a good and workmanlike manner and in conformance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the City (collectively referred to as the "*Legal Requirements*"). In the event any provisions of the Legal Requirements conflict, the most stringent of said provisions shall be utilized as determined by the City. The City may inspect the Project at all reasonable times to ensure compliance with this Agreement.

**Section 11.** The Developer's Representations and Warranties. In addition to the other representations, warranties, covenants and agreements of the Developer set forth in this Agreement, the Developer represents and warrants as follows:

(a) The Developer is a limited liability company duly organized and existing under the laws of the State of Illinois, and is authorized to enter into, and by proper company action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is now and at all times hereafter shall be solvent, able to pay its debts as they mature and financially able to perform all of the terms of this Agreement. To the Developer's knowledge,

there are no actions, suits or similar proceedings pending or threatened before any court or governmental or administrative body or agency affecting the Developer which would result in any material adverse change to the Developer's financial condition or which would materially and adversely affect the ability of the Developer to undertake and complete the Project.

(b) Neither the execution, delivery, nor performance of this Agreement or any other agreement or instrument executed and delivered by or on behalf of the Developer in connection herewith, nor the consummation of performance of the obligations herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Articles of Organization or Operating Agreement of the Developer or any provision of law, statute, rule, regulation, or order of any court or governmental authority to which the Developer is subject, or any judgment, decree, franchise, order, or permit applicable to the Developer, or conflicts or is inconsistent with or will result in any breach of or constitute a default under any contract, commitment, agreement, understanding, arrangement, or instrument.

(c) The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, as long as the Developer maintains an interest in the Subject Property or has any other remaining obligations pursuant to the terms of this Agreement.

(d) The Developer covenants that no officer, director, shareholder, member, employee or agent of the Developer, or any other person connected with the Developer, has made, offered or given, either directly or indirectly, to the Corporate Authorities or any other person connected with the City, except for payments for which adequate and fair consideration was received in return, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her official capacity with the City.

(e) But for the economic development assistance from the City pursuant to this Agreement, the Project would not be reasonably anticipated to be completed.

**Section 12.** Insurance. At all times during the term of this Agreement, the Developer shall procure and maintain policies of insurance as follows at its sole cost and expense:

(a) During the construction of the Project, the Developer shall procure and maintain the following: (i) builder's risk insurance from all risks of physical loss, including collapse, and covering the total value of work performed and all equipment, supplies and materials furnished in connection with the construction of the Project; (ii) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Subject Property; (iii) workers' compensation insurance in amounts no less than the minimum coverage required by the laws of the State of Illinois covering the Developer's employees working on the Project, if any; and (iv) all contractors working on the Project shall be required to procure and maintain contractor's insurance policies covering matters (ii) and (iii) above.

(b) After completion of construction of the Project, and for so long as the Developer owns the Subject Property, the Developer shall procure and maintain the following: (i) fire insurance and extended coverage on a replacement basis for the full insurable value covering

all of the Project; and (ii) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Subject Property.

(c) All such policies of insurance shall name the City as an additional insured, be in such amounts, in such form and issued by such companies as shall be reasonably acceptable to the City. Prior to issuance of the building permit for the Project and thereafter, not less than thirty (30) days prior to the expiration of any policy, the Developer shall deliver to the City certificates evidencing coverage from each insurer, containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to the City.

**Section 13. No Discrimination.**

(a) The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer shall require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin.

(b) There shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, national original or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Subject Property. Neither the Developer nor any person claiming under or through the Developer shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any portion of the Subject Property.

**Section 14. Developer Indemnification.** The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys' fees) which may arise directly or indirectly from (i) the failure of the Developer to timely pay any contractor, subcontractor, laborer or materialman or any claim or cause of action whatsoever brought by a third party arising out of the construction or operation of the Project; (ii) the failure of the Developer to comply with any Legal Requirements; (iii) any material default or breach of the terms of this Agreement by the Developer; (iv) any negligence or reckless or willful misconduct of the Developer and contractors, subcontractors or agents or employees thereof; and (v) any material misrepresentations or omissions of the Developer. With respect to any action for which Developer's foregoing indemnity applies, the Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action for which Developer's foregoing indemnity applies, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of gross negligence or reckless or willful misconduct on the part of the City or any of its, officers, officials, agents, employees or contractors or the City's material default or breach of the terms of this Agreement.

**Section 15. No Liens.** In connection with the construction of the Project, the Developer shall neither cause nor permit any mechanic's or other liens to attach to or encumber the Project or the Subject Property except for the lien of the Developer's lenders. The Developer hereby agrees and covenants to indemnify and hold the City harmless in the event that any liens are filed against the Project or the Subject Property as a result of the acts of the Developer, its agents, independent contractors or assigns. In the event a mechanic's or other lien is filed which attaches to or encumbers the Project or Subject Property, the Developer shall, within thirty (30) days after notice of such lien, institute such proceedings as shall be necessary to have the lien claim adjudicated and removed. The Developer shall pay within ten (10) days any final judgment awarded to a lien claimant so as to prevent a foreclosure sale. Notwithstanding the foregoing, and except with respect to liens of the City, the Developer shall have the right to bond over any lien or obtain a title insurance endorsement in form and substance reasonably acceptable to the City in order to satisfy its obligations pursuant to this Section 15.

**Section 16. Default – Remedies.**

(a) If the Developer defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the City shall provide the Developer with a written statement setting forth the default of the Developer. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the Developer is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer fails to cure any default after the expiration of the cure period described in subparagraph (a), the City may elect to terminate this Agreement or exercise any other right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay its debts, or the Developer makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for the Developer for the major part of its property, the City may elect, to the extent such election is permitted by law, but is not required, with or without notice of such election, to terminate this Agreement. In the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a trustee or receiver as set forth above, the Developer shall have sixty (60) days after the service of such petition or pleading or the commencement of such action or proceeding within which to obtain a dismissal of such petition, pleading, action or proceeding.



(c) If the City defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the Developer shall provide the City with a written statement setting forth the default. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the City is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach. Notwithstanding the foregoing, the sole remedy of the Developer in the event of a breach of this Agreement shall be to institute legal action for specific performance or injunctive relief against the City. Under no circumstances shall the City have any liability for monetary damages, whether compensatory, punitive or otherwise, under this Agreement.

(d) Upon any dispute between the parties under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute.

(e) It is hereby agreed by the Developer that no recourse for any claim under or upon any obligation contained in the Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement by the City.

**Section 17. Notices.** All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3<sup>rd</sup>) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

If to City:                      City of Rock Falls  
    c/o City Administrator  
    603 W. 10<sup>th</sup> St.  
    Rock Falls, Illinois 61071

With a copy to:                Ward, Murray, Pace & Johnson, P.C.  
    202 E. Fifth St., P.O. Box 400  
    Sterling, Illinois 61081  
    Attention: Robert T. LeSage III, Esq.

If to Developer: Zesty Meatloaf, LLC  
301 West Route 30, Suite A  
Rock Falls, Illinois 61021

With a copy to: William R. Shirk, Esq.  
301 East Main St.  
Morrison, Illinois 61270

**Section 18.** Time is of the Essence; Force Majeure. Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

**Section 19.** Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

**Section 20.** Recordation of Memorandum of Agreement. The City, at its sole cost and expense, may cause a memorandum of this Agreement (in a form and substance to be reasonably agreed upon by the parties) to be recorded with the Whiteside County Recorder of Deeds.

**Section 21.** Severability. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**Section 22.** Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Whiteside County, Illinois.

**Section 23.** Amendments. This Agreement (together with the Exhibits attached

hereto) constitutes the entire agreement between the City and the Developer and supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

**Section 24.** Third Parties. Except as specifically set forth in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any rights of subrogation or action over or against any party.

**Section 25.** Waiver. Any party may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

**Section 26.** Successors In Interest. The terms, conditions and covenants set forth in this Agreement or otherwise attaching by operation of law shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the City and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder thereof; provided, however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed. The rights of the City to enforce this Agreement shall be applicable against any person or entity who is the legal title holder of the Subject Property. Notwithstanding anything to the contrary set forth herein, the Developer may not assign its rights or obligations under this Agreement without the express written consent of the City, which it is under no obligation to give.

**Section 27.** No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, nor any actions of the parties, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

**Section 28.** No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member of the Corporate Authorities or any official, officer, agent, employee or attorney of the City, in his or her individual capacity. No official, officer, agent, employee or attorney of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement.

**Section 29.** Signs. The City, at the City's sole cost and expense, may erect a sign of reasonable size and style in a location on the Subject Property reasonably acceptable to Developer during the development of the Project indicating that the City provided economic

development assistance to the Project. Such sign shall be removed by the City prior to the opening for business at the Project.

**Section 30.** Actions Contesting the Validity and/or Enforceability of the Redevelopment Plan. In the event a third party brings an action contesting the validity or legality of Redevelopment Project Area, the Redevelopment Plan, this Agreement, or the Ordinances approving any of the above, then the City, at its cost, agrees to defend the same. At its option, the Developer may assume, at its cost, such defense with counsel acceptable to the City.

**Section 31.** Designated Representatives. Unless applicable documents or procedures require action by the Developer in a different manner, the Developer hereby designates Pete Harkness as its authorized representative, who shall individually have the authority to make or grant supplemental agreements, certifications, requests, demands, approvals, consents, notices and other actions, and do all things required or described in this Agreement, for and on behalf of the Developer and with the effect of binding the Developer in connection therewith.

**Section 32.** Electronic Signatures. Signatures delivered by electronic mail or facsimile shall be deemed original signatures for all purposes.

**Section 33.** Effective Date. This Agreement shall be effective on the later of (i) the day on which this Agreement is authorized for execution pursuant to duly enacted City proceedings authorizing the execution of and adoption of this Agreement and (ii) the execution and delivery of this Agreement by each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Rock Falls, Illinois.

CITY OF ROCK FALLS,  
an Illinois municipal corporation

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ZESTY MEATLOAF, LLC,  
an Illinois limited liability company

By \_\_\_\_\_  
Its \_\_\_\_\_

Exhibit A

Legal Description

(see attached)\*

\*NOTE: THE SUBJECT PROPERTY IS COMMONLY KNOWN AS LOTS 1, 2 AND 3 OF ROCK FALL-RELIANT SUBDIVISION NO 2, ROCK FALLS, ILLINOIS. A MAP GENERALLY SHOWING THE SUBJECT PROPERTY IS ATTACHED TO THIS EXHIBIT. IT IS THE INTENTION OF THE PARTIES THAT, FOLLOWING EXECUTION OF THIS AGREEMENT, THE DEVELOPER SHALL CAUSE THE SUBJECT PROPERTY TO BE RESUBDIVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS AGREEMENT SO THAT THE SUBJECT PROPERTY MAY BE MORE PRECISELY LOCATED AND DESCRIBED. FOLLOWING RECORDING OF THE SUBDIVISION PLAT, THE LEGAL DESCRIPTION FOR THE SUBJECT PROPERTY SHALL BE INSERTED INTO THIS AGREEMENT.

Exhibit B

1. Hotel Parcel Redevelopment Project Costs include the following costs incurred by the Developer up to a maximum of \$1,000,000.00:

(a) \$400,000.00 of land acquisition costs paid pursuant to the Real Estate Contract, which are hereby deemed attributable to the Hotel Parcel;

(b) All professional fees and filing costs associated with the preparation and approval of the subdivision plat comprising phase two of the Project; and

(c) All other costs defined as “redevelopment project costs” in Section 11-74.4-3(q) of the TIF Act which are incurred by the Developer in connection with phase three of the Project.

2. Retail Parcel Redevelopment Project Costs include the following costs incurred by the Developer up to a maximum of \$700,000.00:

(a) \$100,000.00 of land acquisition costs paid pursuant to the Real Estate Contract, which are hereby deemed attributable to the Retail Parcel; and

(b) All other costs defined as “redevelopment project costs” in Section 11-74.4-3(q) of the TIF Act which are incurred by the Developer in connection with phase four of the Project.

Exhibit C

Form of Hotel Parcel Request for Reimbursement

[Date]

City of Rock Falls  
Attn: City Administrator  
603 W. 10 St.  
Rock Falls, Illinois 61071

Re: Redevelopment Agreement, dated \_\_\_\_\_, by and between the City of Rock Falls and Zesty Meatloaf, LLC ("Developer")

Dear City Administrator:

You are requested to disburse funds from the Zesty Meatloaf Hotel Parcel Subaccount pursuant to Section 4 of the Redevelopment Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Hotel Parcel Request for Reimbursement. The terms used in this Hotel Parcel Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Request for Reimbursement No.: \_\_\_\_\_
2. Payment due to: \_\_\_\_\_
3. Amount to be disbursed: \_\_\_\_\_
4. The amount requested to be disbursed pursuant to this Hotel Parcel Request for Reimbursement will be used to reimburse Developer for those Hotel Parcel Redevelopment Project Costs detailed in Schedule 1 attached to this Hotel Parcel Request for Reimbursement.
5. The undersigned certifies that:
  - (i) the amounts included in 3 above were necessary and made or incurred in accordance with the terms and conditions of the Redevelopment Agreement;
  - (ii) the amounts paid or to be paid, as set forth in this Hotel Parcel Request for Reimbursement represents a part of the funds due and payable for Hotel Parcel Redevelopment Project Costs;
  - (iii) the expenditures for which amounts are requested represent proper Hotel Parcel Redevelopment Project Costs, have not been included in any previous Hotel Parcel Request for Reimbursement, have been properly recorded on Developer's books and are set forth on the attached Schedule

1 with paid invoices attached for all sums for which reimbursement is requested;

- (iv) the moneys requested are not greater than those necessary to meet obligations due and payable or to make reimbursement for funds actually advanced for Hotel Parcel Redevelopment Project Costs;
- (v) the amounts to be paid as set forth in this Hotel Parcel Request for Reimbursement, when combined with amounts requested by Developer under all previous Hotel Parcel Requests for Reimbursement, does not exceed \$1,000,000.00; and
- (vi) Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

6. Attached to this Hotel Parcel Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested.

Date: \_\_\_\_\_

Developer:

ZESTY MEATLOAF, LLC, an Illinois limited liability company

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved: \_\_\_\_\_

CITY OF ROCK FALLS, an Illinois municipal corporation

\_\_\_\_\_  
City Administrator



Exhibit D

Form of Retail Parcel Request for Reimbursement

[Date]

City of Rock Falls  
Attn: City Administrator  
603 W. 10 St.  
Rock Falls, Illinois 61071

Re: Redevelopment Agreement, dated \_\_\_\_\_, by and between the City of  
Rock Falls and Zesty Meatloaf, LLC ("Developer")

Dear City Administrator:

You are requested to disburse funds from the Zesty Meatloaf Retail Parcel Subaccount pursuant to Section 5 of the Redevelopment Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Retail Parcel Request for Reimbursement. The terms used in this Retail Parcel Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Request for Reimbursement No.: \_\_\_\_\_
2. Payment due to: \_\_\_\_\_
3. Amount to be disbursed: \_\_\_\_\_
4. The amount requested to be disbursed pursuant to this Retail Parcel Request for Reimbursement will be used to reimburse Developer for those Retail Parcel Redevelopment Project Costs detailed in Schedule 1 attached to this Retail Parcel Request for Reimbursement.
6. The undersigned certifies that:
  - (vii) the amounts included in 3 above were necessary and made or incurred in accordance with the terms and conditions of the Redevelopment Agreement;
  - (viii) the amounts paid or to be paid, as set forth in this Retail Parcel Request for Reimbursement represents a part of the funds due and payable for Retail Parcel Redevelopment Project Costs;
  - (ix) the expenditures for which amounts are requested represent proper Retail Parcel Redevelopment Project Costs, have not been included in any previous Retail Parcel Request for Reimbursement, have been properly recorded on Developer's books and are set forth on the attached Schedule

1 with paid invoices attached for all sums for which reimbursement is requested;

- (x) the moneys request are not greater than those necessary to meet obligations due and payable or to make reimbursement for funds actually advanced for Retail Parcel Redevelopment Project Costs;
- (xi) the amounts to be paid as set forth in this Retail Parcel Request for Reimbursement, when combined with amounts requested by Developer under all previous Retail Parcel Requests for Reimbursement, does not exceed \$700,000.00; and
- (xii) Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

6. Attached to this Retail Parcel Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested.

Date: \_\_\_\_\_

Developer:

ZESTY MEATLOAF, LLC, an Illinois limited liability company

By \_\_\_\_\_

Its \_\_\_\_\_

Approved: \_\_\_\_\_

CITY OF ROCK FALLS, an Illinois municipal corporation

\_\_\_\_\_  
City Administrator

**CITY OF ROCK FALLS  
ENGINEERING SERVICES AGREEMENT**

This Agreement for professional engineering services is made between the CITY OF ROCK FALLS, Whiteside County, Illinois ("City"), and WILLETT HOFMANN & ASSOCIATES, INC., 809 East Second Street, Dixon, Illinois ("Engineer"), effective as of the date duly signed and executed by both parties.

1. **Description of Project.** Engineer agrees to perform professional services in connection with the Projects as described on Exhibit 1, attached hereto and incorporated herein.

2. **Engineer's Services.** The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.

3. **Compensation.** The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.

4. **Termination.** This Agreement may be terminated by the City upon giving fourteen (14) days notice in writing to the Engineer. Upon such termination, the Engineer shall deliver to the City all drawings, specifications, partial and completed estimates and data, if any, completed pursuant to the Agreement up to the date of termination, with the understanding that all such material becomes the property of the City. The Engineer shall be paid for any services completed and any services partially completed up to the date of termination.

5. **Engineer's Responsibilities.** Engineer shall provide the services required hereunder in a manner consistent with that degree of care and skill ordinarily exercised by engineers under the same or similar circumstances. Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, but shall endeavor to advise the City and act as the City's professional representative in all phases of the project, and will give consultation and advice to the City during the performance of Engineer's services.

6. **City's Responsibilities.** The City shall provide all information reasonably available pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project. The City shall provide access to and make provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform its work under this Agreement. The City shall further give prompt notice to the Engineer whenever the City observes or otherwise becomes aware of any defect in the Project. The City shall obtain approval of all governmental authorities having jurisdiction over the Project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

7. **Indemnification.** Engineer shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the Engineer's services under this Agreement.

8. **Insurance.** Engineer shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Engineer's services under this Agreement. Engineer shall cause the City to be named as an additional insured on such coverage. The minimum coverage limits shall be as follows:

General Liability	
Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$3,000,000
Products – Comp/OP AGG	\$3,000,000
Automobile Liability	
Combined Single Limit (Ea accident)	\$1,000,000
Umbrella Liability	
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
Workers Compensation	Statutory Maximums
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease – Ea Employee	\$1,000,000

9. **Dispute Resolution.** Any claims or disputes between the City and the Engineer arising out of the services provided by the Engineer under this Agreement shall be submitted to non-binding mediation. In the event mediation does not result in resolution of any such dispute or claim, any litigation arising in any way from this Agreement shall be brought in the Circuit Court of the Fourteenth Judicial Circuit, Whiteside County, Illinois. The laws of the State of Illinois will govern the validity of this Agreement, and its interpretation and performance.

10. **Use and Ownership of Documents.** All plans, drawings, and specifications prepared by Engineer regarding the Project shall be delivered to the City at the conclusion of the Project and, provided payment has been made to Engineer as provided herein, shall become the sole property of the City.

11. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and may be amended only by written instrument signed by both parties.

WILLET HOFMANN & ASSOCIATES,

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF ROCK FALLS, ILLINOIS,

By \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit 1  
Project Descriptions

IEPA Project Plan Report:

The City wants to obtain IEPA Public Water Supply Revolving Fund Loan funding for the replacement of the water main on 3<sup>rd</sup> Avenue as well as other aging and undersized water mains in the distribution system.

3<sup>rd</sup> Avenue Project:

The project scope for 3<sup>rd</sup> Avenue consists of complete reconstruction, extending from an alley located approximately 100 feet south of W. 2<sup>nd</sup> Street, to a point just north of 1<sup>st</sup> Avenue, a total distance of 1,950 feet. Approaches to the alley are included in the project.

More specifically, 6" diameter water main will be installed for the entire length of 3<sup>rd</sup> Avenue described above, and new water main will also be installed on W. 3<sup>rd</sup> Street, from 3<sup>rd</sup> Avenue to 2<sup>nd</sup> Avenue, and on W. 6<sup>th</sup> Street, from 3<sup>rd</sup> Avenue to 4<sup>th</sup> Avenue.

Street reconstruction will consist of the removal and replacement of all sidewalks, roadway pavement, curbs and gutters, driveway approaches, storm sewers, inlets and manholes. Numerous trees will also be removed as necessary. The proposed roadway will consist of a 4" bituminous surface over a 12" base of CA-2 and CA-6 aggregate. Bituminous pavement width will be 29' wide (face-to-face of gutters), with a total roadway width of 33'-2" (back-to-back of curbs). Sidewalks on both sides of the street will be 5' wide, with a grass parkway width of 3'-4'.

Timing and construction sequence of the project has not been finalized, but it is anticipated that water main installation will start no later than spring of 2020, with road reconstruction to follow during the late summer of 2020 or spring of 2021.

Exhibit 2  
Engineer's Services

IEPA Project Plan Report:

- Conduct an initial project meeting with City to review project scope and schedule and inspect the existing water system facilities.
- Prepare a Project Plan Report including exhibits for the water distribution system improvements in accordance with the requirements of Title 35 of the Illinois Administrative Code, Subtitle F, Part 662, Subpart E: Project Planning Requirements for Loan Projects, Section 662.510 Loan Applicants Responsibilities During Project Planning, which is part of the Procedures for Issuing Loans from the Public Water Supplies Loan Program.
- Prepare the IEPA Project Plan Report Submittal Checklist form.
- Prepare the IEPA Funding Nomination for Loan Assistance for Public Drinking Water Facilities form.
- Prepare the IEPA Loan Applicant Environmental Checklist form.
- Conduct a final project meeting to review the completed Project Plan report with the City.

Design Phase Engineering Services for 3<sup>rd</sup> Avenue Project:

The Design Phase Engineering Services includes a topographical survey of the area encompassing the entire 75' wide Right-of-Way, all sidewalk approaches to residential entrances, and any trees and infrastructure located between the Right-of-Way and residences. Plan and Profile base sheets for the water main and roadway design will be developed from the topographical survey.

Design services for the water main portion of the project will consist of construction drawings for the new water main to replace the existing water main, reconnection of all water services, a set of Technical Specifications and the IEPA Construction Permit application.

Design services for the roadway reconstruction portion of the project will consist of developing a grade line and cross-sections for 3<sup>rd</sup> Avenue, Typical Sections depicting thicknesses of the existing and proposed pavement and supporting base, drawings for standard and special details, specifications, estimates and contract documents.

Geotechnical services, including sub-surface borings and subsequent recommendations, will be assigned to a sub-consultant.

Construction Phase Engineering Services for 3<sup>rd</sup> Avenue Project:

The Construction Phase Engineering Services for both the water main and roadway reconstruction portions include the bidding and award of the project, construction staking, construction observation, and coordination with City of Rock Falls personnel and the contractor. Density testing of the completed bituminous surface will be the responsibility of the contractor.

Exhibit 3  
Compensation

We propose to provide the IEPA Project Plan Report described above on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached General Rates for Engineering Services. The IEPA Project Plan Report Services are estimated to be \$19,000.00.

We propose to provide the Design Phase and Construction Phase Engineering Services for the reconstruction of 3<sup>rd</sup> Avenue, as described elsewhere in this Agreement, on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached General Rates for Engineering Services.

The Design Phase Engineering Services are estimated to be \$110,600.00. The Construction Phase Engineering Services are estimated to be \$122,500.00.

The services of a Geotechnical firm performing a subsurface investigation are not included in the above estimates.





**WILLETT HOFMANN**  
 & ASSOCIATES INC  
 ENGINEERING ARCHITECTURE LAND SURVEYING

**Effective April 1, 2018**

**GENERAL RATES FOR ENGINEERING SERVICES  
 (FIELD AND OFFICE)**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
Principal Engineering Manager	\$147.00	\$226.00	Regular Rate
Engineering Manager	\$128.00	\$196.00	Regular Rate
Civil Engineer IV	\$115.00	\$177.00	Regular Rate
Civil Engineer III	\$91.00	\$165.00	Regular Rate
Civil Engineering Intern II	\$82.00	\$144.00	Regular Rate
Civil Engineering Intern I	\$70.00	\$119.00	Regular Rate
Principal Architectural Manager	\$128.00	\$196.00	Regular Rate
Architect IV	\$118.00	\$183.00	Regular Rate
Architect III	\$112.00	\$171.00	Regular Rate
Architectural Intern II	\$94.00	\$147.00	Regular Rate
Architectural Intern I	\$76.00	\$119.00	Regular Rate
Prof. Land Surveyor Manager	\$100.00	\$156.00	Regular Rate
Prof. Land Surveyor IV	\$85.00	\$132.00	Regular Rate
Prof. Land Surveyor III	\$76.00	\$119.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$67.00	\$104.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$61.00	\$92.00	Regular Rate
Technician IV	\$73.00	\$113.00	1.3 x Regular Rate
Technician III	\$65.00	\$98.00	1.3 x Regular Rate
Technician II	\$61.00	\$92.00	1.3 x Regular Rate
Technician I	\$51.00	\$83.00	1.3 x Regular Rate
Survey Worker Foreman	\$76.00	\$119.00	1.3 x Regular Rate
Survey Worker	\$70.00	\$107.00	1.3 x Regular Rate
Administrative Assistant	\$45.00	\$80.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period.

December 13th, 2018

Dick Simon  
Electric Superintendent  
Rock Falls Electric Utilities  
1109 Industrial Park Road  
Rock Falls, IL 61071

Subject: City of Rock Falls ESS H-465 Substation Upgrades

Dear Mr. Simon:

This letter is in response to your request for ComEd to support your planned upgrades to the ESS H-465 City of Rock Falls substation. ComEd is requesting a \$100,000 deposit to begin preliminary engineering to determine any required ComEd project scope. Once engineering analysis has sufficiently progressed, we will provide a more detailed scope and estimate for the full cost of the project. At that time, ComEd will require full payment to proceed with the remainder of the project

It is understood that your project has requested a completion target in the Spring of 2020. The typical timeframe for a small utility upgrade project is one to two years. However, ComEd will work in good faith and make best effort to accelerate our work as required to meet your requested project timeline.

The City of Rock Falls will be responsible for paying the actual costs of all work associated with this project. Any surplus of funds will be refunded should payments exceed actual costs.

ComEd will begin work upon receipt of payment and a signed copy of this letter. A wire transfer or check made payable to ComEd are acceptable forms of payment. Checks should reference the project name and can be forwarded directly to me for processing.

I appreciate the opportunity to be of assistance to you. Feel free to contact me at 630.437.2142 if you have any questions.

Sincerely,



\_\_\_\_\_  
Kevin Batke  
Manager - Large Customer Projects  
ComEd Project Management  
One Lincoln Center  
Oakbrook Terrace, Illinois 60181

Customer Approval:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Customer Title