

City of Rock Falls

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

Mayor

Rod Kleckler
815-380-5333

City Administrator

Robbin Blackert
815-564-1366



City Clerk

Pam Martinez
815-622-1100

City Treasurer

Kay Abner
815-622-1100

Rock Falls City Council Agenda
Council Chambers
603 W 10th Street, Rock Falls, IL 61071

July 3, 2023
5:30 p.m.

Call to Order at 5:30 p.m.
Pledge of Allegiance
Roll Call

Audience Requests

Community Affairs

Rock Falls Chamber of Commerce, Sam Smith Interim Director

Consent Agenda:

1. Approval of the minutes of the June 20, 2023, City Council Meeting ☞
2. Approval of bills as presented ☞
3. Approval of Annual Raffle License for April House Children's Advocacy Center with waiver of the fidelity bond required per Section 16-1484 ☞

Resolutions:

1. Resolution 2023-902 – Resolution Disbanding Eagle Trail Committee ☞
2. Resolution 2023-903 – Referring Consideration to Amend the City's Zoning Ordinance Relating to Minimum Ground Floor Area for Dwellings to the Planning and Zoning Commission ☞

Ordinances 1st Reading:

1. Ordinance 2023-2611 – Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022) ☞
2. Ordinance 2023-2612 – Authorizing Entry into an Intergovernmental Agreement for a School Resource Officer (SRO) Program ☞
3. Ordinance 2023-2613 – Amending Chapter 32, Article V of the Rock Falls Municipal Code Relating to Electric Utility Rates ☞

City Administrator Robbin Blackert:

Information/Correspondence

Matt Cole, City Attorney

Corey Buck, City Engineer
Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin – Public Property/Public Works Committee Chairman/Tourism Committee

1. Recommendation from the Tourism Committee to purchase the Inner Light Sculpture in the amount of \$10,000.00. ☞

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

1. Recommendation from the Finance/Insurance Investment Committee to review the proposal from Municipal Solutions LLC and have the City Attorney draft a contract

Ward 2

Alderman Brian Snow – Building Code Committee Chairman/Utility Committee Vice Chairman

1. Recommendation from the Utility Committee to approve the proposal for Phase 1, Well No. 2 Pump Removal, Video Survey and Inspection from Layne, 721 W Illinois Avenue, Aurora, IL in the amount of \$18,245.00. ☞
2. Recommendation from the Utility Committee to approve the request from Willett, Hofmann & Associates, 809 E 2nd St, Dixon, IL for overage of construction engineering on Phase 1 Water Project in the amount of \$18,200.22. ☞
3. Recommendation from the Utility Committee to approve the proposal for Centennial Drainage Ditch Clean Up with Behren’s Trucking, 2608 Prophet Rd, Rock Falls, IL in the amount of \$18,960.00. ☞
4. Recommendation from the Utility Committee to approve the contract with Cloudpoint Geospatial, P.O. Box 1017, Roanoke, IL for Integration of RedZone Sewer Inspection Data GIS Integration in the amount of \$16,500.00. ☞
5. Recommendation from the Utility Committee to approve the Letter Amendment for Indefeasible Right of Use Agreement by and between the City of Rock Falls and Surf Air Wireless, LLC. ☞
6. Recommendation from the Utility Committee to approve the Letter Amendment for Right of Way Use Agreement for Broadband Internet by and between the City of Rock Falls and Surf Air Wireless, LLC. ☞

Ward 3

Alderman Steve Dowd

Alderman Cody Dornes

Ward 4

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

Alderman Cathy Arduini

Mayor’s Report:

1. Contract with Municipal Solutions, LLC for Economic Development Services

Executive Session:

1. Personnel – Section 2(c)(1) – Employee hiring, firing, compensation, discipline and performance
2. Section 2(c)(21) – Review of Closed Session Minutes

Adjournment

Next City Council meeting – July 18, 2023, at 5:30 p.m.

Posted: June 30, 2023

Michelle Conklin, Deputy 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.

City of Rock Falls

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

Regular meeting minutes of the Mayor and Aldermen of the City of Rock Falls

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on June 20, 2023, in the Council Chambers by Mayor Rod Kleckler.

City Clerk Pam Martinez called the roll following the pledge of allegiance. A quorum was present including Mayor Kleckler, Aldermen McKanna, Wangelin, Snow, Dowd, Arduini, and Sobottka. In addition, Attorney Matt Cole was present. Absent Alderman Dornes and City Administrator Blackert

Audience request:

Sarah Martin presented information to request a change in housing ordinance to change the square footage of a house from 800 to 400 to accept 'Tiny Houses' as a permanent structure.

Marshall Doane presented two letters for refurbishing the Micro Industries building and petitions, gave to Mayor Kleckler.

Community Affairs:

None

Consent Agenda:

Consent Agenda items 1 and 2 were read aloud by City Clerk Pam Martinez.

1. Approval of the minutes of the June 6, 2023, City Council Meeting.
2. Approval of bills as presented.

A motion was made by Alderwoman Sobottka to approve the Consent Agenda and second by Alderman Wangelin.

Vote 6 aye, motion carried.

Resolutions:

1. Resolution 2023-901 – Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission

A motion was made by Alderman Snow to approve Resolution 2023-901 – Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission and second by Alderman Wangelin.

Vote 6 aye. Motion carried.

City Administrator:

None

City Attorney:

None

City Departments:

None

Alderman Reports / Committee Chairman Requests

A motion was made by Alderman Wangelin to approve the request from Rock Falls Tourism to close W 2nd Street from Avenue A to Wood Avenue on June 30, 2023 from 10:00 am to 6:00 pm for the Eats 'N' Beat @ The District Independence Day Celebration and second by Alderwoman Sobottka. After discussion with Chief Pilgrim amended motion to reflect closure from 10 am until 11:00 pm.

Vote 6 aye, motion carried.

A motion was made by Alderman Snow to approve the recommendation from the Building Code Committee to approve the demolition of the residence located at 06 E. 3rd Street, Rock Falls, IL by Stichter Construction Co, Inc., 9680 Lyman Road, Erie, IL 61250 in the amount of \$15,100.00 and second by Alderman Wangelin.

Vote 6 aye, motion carried.

A motion was made by Alderman Snow to approve the recommendation from the Building Code Committee to approve the demolition of the residence located at 202 E. 4th Street, Rock Falls, IL by Stichter Construction Co, Inc., 9680 Lyman Road, Erie, IL 61250 in the amount of \$12,800.00 and second by Alderman Dowd.

Vote 6 aye, motion carried.

A motion was made by Alderman Snow to approve of the DACRA Tech, LLC Master Software Licensing Agreement between Dacra Adjudication Systems, LLC, 707 Osterman Ave, Unit 1693, Deerfield, IL 60015 and the City of Rock Falls in the amount of \$1,150.00 per month for Year 1 and \$1,200.00 per month for Year 2 after City Attorney review and approval and second by Alderman Wangelin.

Vote 6 aye, motion carried.

Alderwoman Sobottka stated the Ordinance/Licensing/Personnel/Safety Committee has been cancelled for June 22, 2023.

Mayor's Report:

Mayor Kleckler presented Resolution of Support at the Fire Chief's recommendation to postpone/ban all open burning in the City of Rock Falls during this drought period. Ban will be lifted upon the Fire Chief's recommendation.

A motion was made by Alderwoman Sobottka and second by Alderman Snow

Vote via voice, all approved, motion carried.

Mayor Kleckler presented Resolution of Support of encouraging residents to forgo or limit the use of all fireworks during this drought period and to direct Code Enforcement to pursue nuisance violations of excessive users.

A motion was made by Alderwoman Sobottka and second by Alderwoman McKanna.

Vote via voice, all approved, motion carried.

A motion was made by Alderwoman Sobottka to adjourn the City Council meeting and second by Alderwoman McKanna (6:06 pm)

Vote via voice, all approved.

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

603 W 10th Street
Rock Falls, Illinois

07/03/2023 Council Meeting

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

Tourism	\$8,951.88
Worker's Comp/General Liability	\$280.00
General Fund	\$20,228.43
Demolition Fund	\$8,436.00
Tax Increment Financing	\$550.00
Electric	\$273,349.31
Sewer	\$171,463.23
Water	\$26,904.88
Garbage	\$219.95
Customer Service Center	\$3,225.70
Customer Utility Deposits	\$567.89
	<hr/>
	\$514,177.27
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Alderman Wangelin
Alderman Palmer
Alderman Dornes
Alderman Arduini

DATE: 06/22/23
TIME: 13:10:07
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/23/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	166.57	25.04
5032	COMCAST	504.09	11.65
771	PINNEY PRINTING CO	12,851.20	73.00
829	SELF HELP ENTERPRISE	877.00	61.00
T0003454	TERRY HICKS		1,000.00
T0005334	STERLING ROCK FALLS JAYCEES		500.00
	TOURISM		1,670.69
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
T0004980	MOELLER MYERS & ASSOC PC		280.00
	W/C-GENERAL LIABILITY		280.00
GENERAL FUND			
01	ADMINISTRATION		
5032	COMCAST	504.09	11.65
T0003285	APRIL HOUSE		20.00
	ADMINISTRATION		31.65
02	CITY ADMINISTRATOR		
5032	COMCAST	504.09	5.83
	CITY ADMINISTRATOR		5.83
04	BUILDING		
5032	COMCAST	504.09	23.32
5311	SAMSARA NETWORKS INC	740.00	20.00
	BUILDING		43.32
05	CITY CLERK'S OFFICE		

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/23/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
5032	COMCAST	504.09	23.32
	CITY CLERK'S OFFICE		23.32
06	POLICE		
350	GISI BROS INC	2,179.82	70.94
5032	COMCAST	504.09	180.50
662	RAY O'HERRON CO., INC.	374.56	459.00
	POLICE		710.44
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	850.00	950.00
	CODE HEARING DEPARTMENT		950.00
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	1,158.05	72.28
4207	O'REILLY AUTOMOTIVE INC	817.24	67.21
4796	VERIZON WIRELESS	1,670.73	773.57
4862	HAMPTON EQUIPMENT CO INC	650.00	1,175.83
5032	COMCAST	504.09	11.65
5141	CINTAS CORPORATION	431.85	79.76
5311	SAMSARA NETWORKS INC	740.00	200.00
5383	DAVE MILLER		135.76
829	SELF HELP ENTERPRISE	877.00	280.00
	STREET		2,796.06
12	PUBLIC PROPERTY		
4640	TERRACON CONSULTANTS	2,600.00	850.00
T0005708	B&B INDUSTRIAL COATINGS INC		150.00
	PUBLIC PROPERTY		1,000.00

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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/23/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
2301	STERLING NAPA		56.99
3141	CERTASITE LLC		2,414.30
5032	COMCAST	504.09	60.80
5374	CAMERON GONZALEZ	346.48	35.07
967	UNIVERSITY OF IL PYMT CENTER		350.00
T0000007	NIPSTA IL		1,325.00
T0002968	BRANDON LEWIS		262.89
T0004769	MOBRE COUNSELING SERVICES LLC		700.00
T0005368	MACQUEEN EMERGENCY		96.34
	FIRE		5,301.39
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
5382	P & T PEPPERS LAWN CARE		8,436.00
	BUILDING CODE DEMOLITION FUND		8,436.00
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	100.00	66.00
	EMPLOYEE GROUP INS		66.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	813.00	692.99
4207	O'REILLY AUTOMOTIVE INC	817.24	130.25
4383	GRAINGER	1,663.87	599.70
440	IMUA	512.00	912.00
4682	SURVALENT TECHNOLOGY CORP.		13,101.00
4796	VERIZON WIRELESS	1,670.73	654.63
5032	COMCAST	504.09	58.29
5107	J F BRENNAN CO INC		16,677.00
5141	CINTAS CORPORATION	431.85	78.05
5205	TALLMAN EQUIPMENT CO INC.	1,440.55	553.02
5299	GREAT WESTERN SUPPLY CO	107.87	133.45
5311	SAMSARA NETWORKS INC	740.00	280.00

INVOICES DUE ON/BEFORE 06/23/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5332	TYNDALE	437.80	234.80
5373	TURBINE PROS LLC	209,870.97	84,565.73
631	MURRAY & SONS EXCAVATING, INC	3,000.00	456.00
	OPERATION & MAINTENANCE		119,126.91
SEWER FUND			
38	OPERATION & MAINTENANCE		
1208	ILLINOIS RURAL WATER ASSOC		411.11
1853	MOORE TIRES INC.	568.55	42.01
194	GRUMMERT'S HARDWARE - R.F.	1,158.05	83.02
200	COM ED	166.57	122.29
4027	WHITESIDE COUNTY RECORDER	761.50	29.00
4207	O'REILLY AUTOMOTIVE INC	817.24	53.97
4796	VERIZON WIRELESS	1,670.73	241.05
4984	AQUAFIX INC	3,412.95	200.00
5032	COMCAST	504.09	40.80
5141	CINTAS CORPORATION	431.85	72.39
5311	SAMSARA NETWORKS INC	740.00	120.00
	OPERATION & MAINTENANCE		1,415.64
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	18,087.92	4,483.53
	WATER		4,483.53
48	OPERATION & MAINTENANCE		
1208	ILLINOIS RURAL WATER ASSOC		411.11
4027	WHITESIDE COUNTY RECORDER	761.50	29.00
4698	TWIN CITY CONSTRUCTION CO		6,730.00
4796	VERIZON WIRELESS	1,670.73	38.01
5032	COMCAST	504.09	29.14
5141	CINTAS CORPORATION	431.85	324.23
5311	SAMSARA NETWORKS INC	740.00	120.00
774	ROCK RIVER READY MIX	182.85	822.35
T0000826	FIREHOUSE MINISTRIES		2,325.00
	OPERATION & MAINTENANCE		10,828.84

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/23/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	504.09	40.80
5316	ONSOLVE LLC		3,099.98
769	RRCA ACCOUNTS MANAGEMENT INC		6.66
	CUSTOMER SERVICE CENTER		3,147.44
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0000005	RONALD G RODRIGUEZ		173.95
T0001349	US BANK	126.93	84.91
	CUSTOMER UTILITY DEPOSITS		258.86
	TOTAL ALL DEPARTMENTS		160,575.92

INVOICES DUE ON/BEFORE 06/30/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
2071	BLACKHAWK WATERWAYS		5,000.00
2451	MENARDS	2,109.40	22.10
5178	COMCAST BUSINESS	821.19	39.09
T0000009	WDCB PUBLIC RADIO		1,000.00
T0000010	STEVE KERBER		600.00
T0005337	STAHR MEDIA LLC	100.00	520.00
T0005776	WIFR		100.00
	TOURISM		7,281.19
GENERAL FUND			
01	ADMINISTRATION		
4310	PITNEY BOWES		1,008.50
5178	COMCAST BUSINESS	821.19	39.09
795	SBM BUSINESS EQUIPMENT CENTER	627.08	55.99
	ADMINISTRATION		1,103.58
02	CITY ADMINISTRATOR		
5178	COMCAST BUSINESS	821.19	39.09
795	SBM BUSINESS EQUIPMENT CENTER	627.08	55.99
	CITY ADMINISTRATOR		95.08
04	BUILDING		
1853	MOORE TIRES INC.	610.56	27.06
5178	COMCAST BUSINESS	821.19	78.26
	BUILDING		105.32
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS	821.19	78.26
	CITY CLERK'S OFFICE		78.26

INVOICES DUE ON/BEFORE 06/30/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1853	MOORE TIRES INC.	610.56	27.06
4806	AXON ENTERPRISE INC		495.00
5032	COMCAST	1,001.84	6.34
5178	COMCAST BUSINESS	821.19	156.34
662	RAY O'HERRON CO., INC.	833.56	840.82
	POLICE		1,525.56
10	STREET		
1853	MOORE TIRES INC.	610.56	157.58
2451	MENARDS	2,109.40	15.98
5178	COMCAST BUSINESS	821.19	39.09
795	SBM BUSINESS EQUIPMENT CENTER	627.08	22.28
852	S.J. SMITH CO INC	813.75	111.12
884	STERLING STEEL WAREHOUSE INC	98.00	67.00
	STREET		413.05
12	PUBLIC PROPERTY		
4419	SELMI'S LLC		3,875.00
	PUBLIC PROPERTY		3,875.00
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	1,313.35	7.89
2301	STERLING NAPA	56.99	197.61
2776	EAGLE ENGRAVING INC		23.55
2985	CAPITAL ONE	944.23	200.52
3010	CUSTOM MONOGRAM	842.15	243.00
4385	DINGES FIRE COMPANY	2,866.33	365.49
4544	UPS	29.28	40.64
4559	CHUCK'S COMPRESSORS INC		320.00
4651	MOST PLUMBING & MECHANICAL LLC	444.40	341.00
4684	SCHMITT PLUMBING & HEATING INC	1,479.55	165.00
5178	COMCAST BUSINESS	821.19	117.26
5374	CAMERON GONZALEZ	381.55	82.61
	FIRE		2,104.57

INVOICES DUE ON/BEFORE 06/30/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
1978	ILLINOIS TAX INCREMENT ASSOC.		550.00
	DOWNTOWN REDEVELOPMENT		550.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
148	CAR-SKADEN BRAKE & BEARING	294.50	1,017.50
194	GRUMMERT'S HARDWARE - R.F.	1,313.35	103.08
2140	MCMASTER-CARR SUPPLY	314.65	289.52
2557	ASPLUNDH TREE EXPERT CO.	21,780.80	10,890.40
2985	CAPITAL ONE	944.23	64.78
395	HILLS ELECTRIC MOTOR SERVICE	161.20	1,475.32
4215	POWER LINE SUPPLY	23,931.50	1,801.17
4656	THOMPSON TRUCK AND TRAILER		436.28
4789	UTIL FINANCIAL SOLUTIONS, LLC		16,687.50
4889	KIRBY CABLE SERVICE INC		6,405.50
4938	MICHLIG ENERGY LTD		13,833.25
4995	CLOUDPOINT GEOSPATIAL	12,650.00	1,983.34
5178	COMCAST BUSINESS	821.19	78.27
5267	FOREVER GREEN		1,645.00
5312	BOBCAT OF DIXON		34.67
5332	TYNDALE	672.60	1,328.35
5373	TURBINE PROS LLC	294,436.70	86,530.47
964	UUSCO		9,618.00
	OPERATION & MAINTENANCE		154,222.40
SEWER FUND			
30	SEWER		
5349	CATERPILLAR FINANCIAL		9,455.14
5381	SABEL MECHANICAL LLC		144,816.88
	SEWER		154,272.02
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	1,313.35	24.73
2379	STANDARD EQUIPMENT COMPANY	96.41	1,580.79
2517	WM CORPORATE SERVICES INC	4,713.87	4,700.28

INVOICES DUE ON/BEFORE 06/30/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
2985	CAPITAL ONE	944.23	148.97
4119	USA BLUE BOOK	289.22	562.23
4207	O'REILLY AUTOMOTIVE INC	1,068.67	102.94
4684	SCHMITT PLUMBING & HEATING INC	1,479.55	1,075.00
4707	KIMBALL MIDWEST	86.58	138.72
4984	AQUAFIX INC	3,612.95	5,363.78
4995	CLOUDPOINT GEOSPATIAL	12,650.00	1,983.33
5141	CINTAS CORPORATION	986.28	55.71
5178	COMCAST BUSINESS	821.19	39.09
	OPERATION & MAINTENANCE		15,775.57
WATER FUND			
48	OPERATION & MAINTENANCE		
1151	SMITH ECOLOGICAL SYSTEMS CO	785.56	2,564.00
1279	WILCO RENTAL	1,505.99	150.00
1740	VIKING CHEMICAL CO	4,096.00	1,975.50
194	GRUMMERT'S HARDWARE - R.F.	1,313.35	90.46
2067	HELM MATERIALS	3,900.20	272.68
2451	MENARDS	2,109.40	227.14
2985	CAPITAL ONE	944.23	206.88
4361	FERGUSON WATERWORKS #2516	22,571.45	2,204.80
4707	KIMBALL MIDWEST	86.58	-61.80
4995	CLOUDPOINT GEOSPATIAL	12,650.00	1,983.33
5171	FERGUSON ENTERPRISES LLC	810.13	1,399.43
5178	COMCAST BUSINESS	821.19	39.09
884	STERLING STEEL WAREHOUSE INC	98.00	541.00
	OPERATION & MAINTENANCE		11,592.51
GARBAGE FUND			
50	GARBAGE		
1258	REPUBLIC SERVICES #721	94,736.40	219.95
	GARBAGE		219.95
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		

DATE: 06/29/23
TIME: 14:09:31
ID: AP443000.WOW

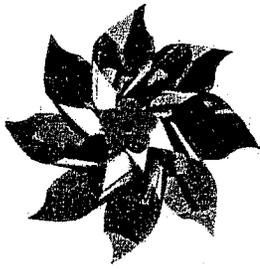
CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/30/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5178	COMCAST BUSINESS	821.19	78.26
	CUSTOMER SERVICE CENTER		78.26
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0000008	QUSAI AL FARRAJ		9.03
T0000011	LYNN SCHULTZ		300.00
	CUSTOMER UTILITY DEPOSITS		309.03
	TOTAL ALL DEPARTMENTS		353,601.35



April House

Children's Advocacy Center
of Whiteside County

June 16, 2023

City of Rock Falls
City Clerk's Office
603 W 10th St
Rock Falls, IL 61071

To Whom It May Concern:

This letter is to request a waiver to the fidelity bond required in Raffle Ordinance Sec 16-1484. Application 12 b. April House Board of Directors voted in favor of this requested waiver on June 15, 2023.

Thank you for your consideration,

Carrie Melton
Executive Director

*New Address: 101 E Main Street, Morrison IL 61270



United Way
of Whiteside County



NATIONAL
CHILDREN'S
ALLIANCE®

ACCREDITED
MEMBER

April House – June 15, 2023

Board vote via Email

On June 15, 2023, Carrie sent an email to April House Board of Directors that read:

Last night we had a winner of the Queen of Hearts! We made over \$5300 with all expenses taken into account for this event. We are going to start it again, and as part of the raffle license, April House either needs to take out a fidelity bond or get a letter from us stating that the board is ok with not taking out a fidelity bond. I had looked into it last year and the bond would cost \$2000. I am asking that the board approve me submitting a letter to the City of Rock Falls that we are not taking out a fidelity bond. (This is what we did last year).

FYI: Fidelity bond ensures that we are not going to run off with the money. :)

Please let me know if you have any questions and what your thoughts are ASAP. I need to have something to the city soon so we can get going!

Those members replying via email and voting in favor of not taking out the fidelity bond were: Mike Buckwalter (made the motion), Lynne Coffey (seconded), Jason McDearmon, Angie Tennyson, Ryan Potthoff, and Tina Wren. Motion carried.



City of Rock Falls

Business License Renewal Application

603 W. 10th Street Rock Falls, IL 61071 815-622-1100

PAID
JUN 27 2023

For Fiscal Year Ending: April 30, 2024

APRIL

BY:

APRIL HOUSE CHILDREN'S
ADVOCACY CENTER
~~501 N MADISON~~ 101 E Main St
MORRISON IL 61270

APRIL HOUSE CHILDREN'S
ADVOCACY CENTER
~~501 N MADISON~~ 101 E Main St
MORRISON IL 61270

001 1 TWELVE MONTH RAFFLE LICENSE RF12 80.00

Required Business Information (this section must be completed):

Owner of Business Carrie Melton, Director State Tax Number E99354691

Address 101 E Main St City Morrison

State IL Zip Code 61270 Phone 815-772-5286

Person in Charge Carrie Melton Phone 815-772-5286

Please Remit

Carrie Melton

\$80.00

Signature



CITY OF ROCK FALLS
TWELVE MONTH RAFFLE LICENSE APPLICATION

Name of Organization April House Children's Advocacy Center

Address of property 101 E Main St City Morrison State IL

Mailing Address if different than above _____

City _____ State _____ Phone 815-772-5286

Type of Organization: Charitable Educational Fraternal Labor

Nonprofit Religious Veterans

Is your organization incorporated? Yes No

If yes, Date of Incorporation June 7, 2005 State of Incorporation Illinois

Presiding Officer Carrie Melton, Executive Director

Address 101 E Main St City Morrison State IL

Phone 815-772-5286 Date of Birth 1/8/1972

Raffle Manager/Treasurer Carrie Melton, Executive Director

Address 101 E Main St City Morrison State IL

Phone 815-772-5286 Date of Birth 1/8/1972

Have any members listed:

Been convicted of a felony? Yes No

Participated in professional gambling or been a gambling promoter? Yes No

Will anyone associated with the operation or conduct of this raffle profit or receive personal gain in connection with this raffle? Yes No

Purpose of Raffle benefits: Fundraising for services provided by April House

Aggregate retail value of all prizes to be awarded: maximum of single prize will not exceed \$100,000.

Maximum retail values of each prize to be awarded: not to exceed \$100,000.00

Maximum price charged for each raffle chance to be issued or sold: \$20

Maximum number of raffle chances to be issued: unlimited each week/new number each week (queen of

Area(s) in which raffle chances will be sold: Rock Falls, IL and within the State of Illinois

Date or frequency that raffle chances will be sold: daily

Winning chances will be determined: Date Each Wednesday beginning June 2023 Time 7:00 pm

also for one day in December 2023 for 12 Bars of Christmas

Location 311 W. 2nd St, Rock Falls IL

**** A fidelity bond in the name of the raffles manager in an amount equal to the aggregate retail value of all prizes to be awarded shall accompany the application ****

The undersigned attest that the above named organization is organized as a not-for-profit under the law of the State of Illinois and has been in existence continuously for a period of five (5) years immediately preceding the date of this application, and that during said five (5) years' period, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that officers, operators and workers of the games are bona fide members of the sponsoring organization and are all of good moral character, have not been convicted of a felony, and have never been professional gamblers or gambling promoters; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and the City of Rock Falls governing the conduct of such games.

Brian R Melton
(Presiding Officer)

6/15/23
(Date)

Sworn and signed before me this 20 day of JUNE, 2023

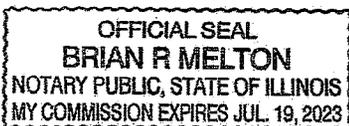


B. R. Melton
Notary Public

Brian R Melton
(Raffle Manager/Treasurer)

6/15/23
(Date)

Sworn and signed before me this 20 day of JUNE, 2023



B. R. Melton
Notary Public

Sec. 16-1484. - Application.

- (a) Any person seeking to conduct or operate a raffle shall file an application therefor with the city clerk on forms provided by the city clerk. Such application shall contain the following information:
- (1) The name, address and type of organization;
 - (2) The length of existence of the organization and, if incorporated, the date and state of incorporation;
 - (3) The name, address, telephone number, social security number and date of birth of the organization's presiding officer, secretary, raffles manager and any other members responsible for the conduct and operation of the raffle;
 - (4) The aggregate retail value of all prizes to be awarded in the raffle;
 - (5) The maximum retail value of each prize to be awarded in the raffle;
 - (6) The maximum price charged for each raffle chance issued or sold;
 - (7) The maximum number of raffle chances to be issued;
 - (8) The area or areas in which raffle chances will be sold or issued;
 - (9) The time period during which raffle chances will be issued or sold;
 - (10) The date, time and location at which winning chances will be determined;
 - (11) A sworn statement attesting to the not-for-profit character of the applicant organization, signed by its presiding officer and secretary;
 - (12) A certificate signed by the presiding officer of the applicant organization attesting to the fact that the information contained in the application is true and correct.
-  (b) A fidelity bond in the name of the raffles manager in an amount equal to the aggregate retail value of all prizes to be awarded shall accompany the application. The city may waive this bond requirement and include a waiver provision in the license issued, provided that proof of a unanimous vote of the members of the licensed organization is provided with the application.
- (c) Notwithstanding anything to the contrary in this division, the city shall have the right to refuse to issue a license to any applicant found to have been previously convicted of a felony as provided in Section 3.1 of the Raffles and Poker Runs Act (230 ILCS 15/3.1).

(Code 1977, § 5.76A.060; Code 1990, § 8-1047; Ord. No. 2015-2201, § 2, 3-17-2015; Ord. No. 2019-2451, § 3, 11-19-2019)

CITY OF ROCK FALLS

RESOLUTION NO. 2023-902

**RESOLUTION DISBANDING
EAGLE TRAIL COMMITTEE**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls, Illinois, this _____ day of _____, 2023.

RESOLUTION NO. 2023-902

**RESOLUTION DISBANDING
EAGLE TRAIL COMMITTEE**

WHEREAS, in 2021 a special committee known as the “Eagle Trail Committee” was formed by the Mayor and City Council (collectively, the “Corporate Authorities”) of the City pursuant to Section 2-80 of the Rock Falls Municipal Code; and

WHEREAS, the Corporate Authorities have determined that said Eagle Trail Committee is no longer necessary or in the best interest of the City, and therefore desires to disband the Eagle Trail Committee.

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

SECTION 1: The recitals in the preambles to this Resolution are declared to be true and accurate and are incorporated herein.

SECTION 2: The City Council hereby disbands the special committee known as the “Eagle Trail Committee,” effective as of the passage of this Resolution.

SECTION 3: If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: All Resolutions, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

SECTION 5: This Resolution shall be in full force and effect from and after its passage, adoption and approval in the manner provided by law.

Approved this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

RESOLUTION NO. 2023-903

**RESOLUTION REFERRING CONSIDERATION
TO AMEND THE CITY'S ZONING ORDINANCE
RELATING TO MINIMUM GROUND FLOOR AREA FOR DWELLINGS
TO THE PLANNING AND ZONING COMMISSION**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this _____ day of _____, 2023.

RESOLUTION NO. 2023-903

**RESOLUTION REFERRING CONSIDERATION
TO AMEND THE CITY'S ZONING ORDINANCE
RELATING TO MINIMUM GROUND FLOOR AREA FOR DWELLINGS
TO THE PLANNING AND ZONING COMMISSION**

WHEREAS, the City has received requests from residents relating to the construction of compact residential dwellings, sometimes referred to as "tiny homes" within the City limits; and

WHEREAS, the current minimum ground floor area requirements for dwellings within the City, as set forth in Section 34-94 of the Rock Falls Municipal Code, prohibits the construction of such "tiny homes" within the City; and

WHEREAS, the Building Committee of the City has reviewed the request and has made a recommendation to the City Council to consider such request; and

WHEREAS, the Plan Commission for the City of Rock Falls is empowered with conducting public hearings and making recommendations for text amendments to the zoning ordinance of the City; and

WHEREAS, the Mayor and City Council wish to refer to the Plan Commission the consideration to amend the City's zoning ordinance relating to minimum ground floor area requirements for dwellings within City limits, and to receive any other documentation or recommendations in support of such amendments as may be recommended by the Plan Commission.

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

SECTION 1: The statements contained in the preamble paragraphs of this Resolution are true and accurate and are hereby incorporated into this Section 1 as if more fully set forth herein.

SECTION 2: The consideration to amend the City's zoning ordinance to reduce the minimum ground floor area requirement for dwellings from 800 square feet to 400 square feet, in order to permit the construction of the aforementioned "tiny homes," is hereby referred to the Plan Commission for public hearing and such other deliberations as may be necessary or determined appropriate.

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

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

Passed by the Mayor and City Council of the City of Rock Falls on the ____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2611

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX
ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls,
Illinois, this _____ day of _____, 2023.

ORDINANCE NO. 2023-2611

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in

any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

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

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

WHEREAS, the Mayor/President and the Council/Board of Trustees of

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor/President

ATTEST:

Clerk/Secretary

MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-ORDINANCE-2022

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk
of the _____,
_____ County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Ordinance entitled:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

which Ordinance was duly adopted by said Council/Board at a meeting held on the _____
day of _____, 20____.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the Illinois
Open Meetings Act and its own policies, rules or regulations concerning the holdings of
meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20____.

Secretary/Clerk



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

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

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

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
 - B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2612

**AN ORDINANCE AUTHORIZING ENTRY INTO AN
INTERGOVERNMENTAL AGREEMENT FOR A
SCHOOL RESOURCE OFFICER (SRO) PROGRAM**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls,
Illinois, this _____ day of _____, 2023.

ORDINANCE NO. 2023- 2612

**AN ORDINANCE AUTHORIZING ENTRY
INTO AN INTERGOVERNMENTAL
AGREEMENT FOR A SCHOOL RESOURCE
OFFICER (SRO) PROGRAM**

WHEREAS, the City of Rock Falls is a municipality located in Whiteside County, Illinois; and

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

WHEREAS, 5 ILCS 220/1 entitled the "Intergovernmental Cooperation Act," (the "Act") provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the City of Rock Falls, the Board of Education of Rock Falls Township High School District #301, and the Board of Education of Rock Falls Elementary District #13 have reviewed and considered the needs of each respective District, as well as availability of resources by the City, and desire to enter into an intergovernmental agreement for a School Resource Officer ("SRO") program; and

WHEREAS, the corporate authorities have discussed and considered the Agreement a copy of which is attached as Exhibit A; and

WHEREAS, the corporate authorities have determined that it is in the public interest to execute the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Rock Falls, that:

Section 1: The statements contained in the preamble paragraphs of this Ordinance are declared to be true and accurate and are incorporated herein.

Section 2: The form of Intergovernmental Agreement, in substantially the same format attached hereto as Exhibit A and as heretofore presented to the City Council, is approved.

Section 3: The City Administrator and City Clerk are authorized to execute the Intergovernmental Agreement with the Board of Education of Rock Falls Township High School District #301 and the Board of Education of Rock Falls Elementary District #13, said

agreement to be in substantially the form as attached hereto as Exhibit A.

Section 4: This Ordinance shall be effective upon its adoption and approval by the City Council, and the City Clerk is authorized to provide a certified copy hereof to the corporate authorities of the City of Sterling and County of Whiteside.

Section 5: All Ordinances and parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Passed by the Mayor and City Council of the City of Rock Falls on the _____ day of _____, 2023.

Mayor

Attest:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF ROCK FALLS HIGH SCHOOL DISTRICT NO. 301,
THE BOARD OF EDUCATION OF ROCK FALLS ELEMENTARY DISTRICT NO. 13
AND
THE CITY OF ROCK FALLS
FOR A SCHOOL RESOURCE OFFICER SRO PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT, made by and between the Board of Education of Rock Falls High School District No. 301, Whiteside County, Illinois (“District No. 301”), the Board of Education of Rock Falls Elementary District No. 13 (“District No. 13”) and the City of Rock Falls, an Illinois Municipal Corporation (“City”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, District No. 301 operates Rock Falls Township High School, located at 101 12th Avenue, Rock Falls, Illinois 61071, and District No. 13 operates Rock Falls Middle School located at 1701 12th Avenue, Rock Falls, Illinois 61071, Merrill Elementary School at 600 4th Avenue, Rock Falls, Illinois 61071 and Dillon Elementary School at 1901 8th Avenue, Rock Falls, Illinois 61071, all of which are situated within the City’s jurisdiction; and

WHEREAS, the City operates the Rock Falls Police Department (“Police Department”), which provides police services within the City’s jurisdiction; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), provide that units of local government and school districts may contract with one another to perform any activity not prohibited by law; and

WHEREAS, the City and the Boards are public agencies pursuant to Section 2, subsection (1) of the Intergovernmental Cooperation Act, (5 ILCS 220/2); and

WHEREAS, the Boards desire the services of a City police officer to perform the duties of a School Resource Officer (“SRO”) at the Schools; and

WHEREAS, the City and the Boards have determined it to be in the best interests of all Parties to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Term.** This Agreement shall commence on _____, 2023, and shall continue in full effect for a period of two (2) years, until _____, 2025, unless

sooner terminated as provided herein. Districts or the City may terminate this Agreement prior to its expiration for convenience by providing at least sixty (60) days' advance written notice to the other parties of its intent to terminate.

3. **Assignment and Selection of the SRO.** The City shall have sole authority to assign the police officer who will act as the SRO at the Schools. The Chief of Police (or her/his designee) will designate the police officer who will serve as the SRO. At any time during the term of this Agreement, the City reserves in its sole discretion the right to replace or temporarily substitute the SRO with another police officer who qualifies as an SRO.

4. **Employment of the SRO.** The SRO shall remain an employee of the City and shall be at all times subject to the administration, supervision, and control of the City, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The City shall at all times be considered the SRO's employer and the City shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the City. The City is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The SRO shall be covered by the City's worker's compensation insurance.

Because the SRO is an employee of the City, the City, in its sole discretion, shall have the power and authority to hire, direct discharge and discipline the SRO.

5. **Compensation.** The Boards agree to pay the City the costs at the rates set forth on Appendix A hereto. On a monthly basis, the City shall send to each District an invoice for the amount owed for the prior month (e.g. 75% to District 301; 25% to District 13), which invoice shall provide the amounts due in detail. The Districts shall pay the amounts due in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). The Districts shall also supply, as Appendix B to this Agreement, a schedule of extracurricular events prior to the beginning of school year 2023-2024 for which the Districts request the presence of the SRO.

6. **SRO Work Schedule.** While on-duty at the School and serving in the capacity as SRO, the SRO shall wear his/her Police Department issued uniform and provide services at the Schools on a per-week, part-time basis. Any adjustment to the SRO's schedule shall be subject to the agreement of the City and the Districts.

7. **Copy of Agreement.** The City shall provide each SRO with a copy of this Agreement, including Exhibit B, and shall require the SRO to provide a signed acknowledgement that he/she has received and reviewed this Agreement. Upon request, the City shall provide the Districts with a copy of said signed acknowledgement.

8. **Program Review.** The Parties acknowledge that the inception of the SRO Program for the 2023-2024 school year, and its operation during that term, may result in need for certain amendments, modification, or other changes to the SRO Program as a result of that experience, and the parties hereby agree that they will cooperate with one another in good faith in the event such modifications, amendments, or changes become needful or appropriate for the

SRO Program. The City shall cooperate with the Districts to prepare a report for the Boards' review upon request.

9. Compliance with Board Policies and Procedure; Discipline.

a. The SRO shall comply with applicable Board policies in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties, provided that copies of such policies have been provided to the SRO in advance and do not conflict with the SRO's duties as a sworn police officer or with this Agreement.

b. If, at any time while on duty at a facility of either District, the SRO should commit any act or engage in any conduct which the District believes contravenes policy or law and for which discipline of the offending SRO is appropriate, the District shall refer the matter to the City, and the City agrees that it will initiate such disciplinary proceedings, in accordance with its established personnel handbook and the applicable collective bargaining agreement for the unit of which the SRO is a member, and diligently prosecute such proceeding, but provided that any final resolution of the proceeding shall be within the control and discretion of the City.

10. Compliance with Laws. The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder.

11. Access to Records.

a. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by either District's employees or students shall be the property of the respective District. The Parties agree to comply with all state and federal laws, including, but not limited to, the Illinois School Student Records Act (105 ILCS 10/1 et seq.), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any person or entity who is not a party to this Agreement without the applicable District's consent or as otherwise permitted or required by law. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

b. City Records. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement shall be the property of the City and may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute student records.

12. Insurance. Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's

execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency or through the Party's self-insurance. Each Party shall name the other parties as Indemnitees (as defined in Section 13) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party's Indemnitees.

13. Mutual Indemnification. The Districts shall indemnify and hold the City and its officers, agents, and employees ("City Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent acts or omissions of the Districts and their employees related to this Agreement, subject, however, to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or otherwise provided by law.

The City shall indemnify, defend and hold the Districts, their individual Board members, agents, and employees ("District Indemnitees") harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent act or omission by the SRO, or breach of this Agreement, subject, however, to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or otherwise provided by law.

14. Notices. Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the Boards:

Board of Education of Rock Falls High School District No. 301
101 12th Avenue
Rock Falls, IL 61071

Board of Education of Rock Falls Elementary School District. 13
602 4th Avenue
Rock Falls, IL 61071

To the City:

City of Rock Falls Police Department
ATTN: Chief of Police
1013 7th Avenue
Rock Falls, IL 61071

With a copy to:

City Administrator
603 W. 10th Street
Rock Falls, IL 61071

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, overnight delivery with proof of delivery, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the day of deposit; all other notices shall be effective when delivered.

15. **Complete Understanding and Amendments.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

16. **Successors and Assigns.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

17. **Governing Law.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

18. **Authority to Execute.** Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement, and that the same has been duly approved and/or adopted by the governing board of the entity at a duly convened public meeting. This Agreement shall be binding only when adopted and/or approved by the governing body of each party hereto.

19. **Waiver.** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year first written above.

CITY OF ROCK FALLS, an Illinois
municipal corporation

BOARD OF EDUCATION OF ROCK
FALLS HIGH SCHOOL DISTRICT
NO. 301

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

Dated: _____

ATTEST:
By: _____
Its: City Clerk

ATTEST:
By: _____
Its: Secretary

Dated: _____

Dated: _____

BOARD OF EDUCATION OF ROCK
FALLS ELEMENTARY DISTRICT
NO. 13

By: _____

Its: _____

Dated: _____

ATTEST:
By: _____

Its: Secretary

Dated: _____

Appendix A

Date prepared: 6/19/23
Ethan Riley

Wages with benefits		City costs
Annual Salary		69,803.47
Medicare	0.0145	1,012.15
Monthly Life Insurance	0.7	8.40
City Cost Employee only Health	819.63	9,835.56
Dental	23.47	281.64
W/C per 100.00	1.9200	1,340.22
Pension	0.4700	32,807.63
Uniforms		675.00
Annual Cost		115,764.07

APPENDIX B (2023-2024)

RFHS Dates:

August 9, 2023 – Freshmen Parent Orientation Night
August 16, 2023 – Freshmen Orientation/Teacher's Institute
September 2, 2023 – Home Football
September 22, 2023 – Home Football
September 23, 2023 – Homecoming Dance
September 29, 2023 – Home Football
October 20, 2023 – Home Football
November 28, 2023 – Home Basketball vs. Sterling
TBD (January 2024) – Winter Formal Dance
TBD (March 2024) – Levi Leap Dance
May 11, 2024 – Prom & After Prom
May 26, 2024 – Graduation
Other TBD

RFMS Dates:

August 14, 2023 – 6th Grade Orientation (5:30-7:00 p.m.)
August 15, 2023 – 7th/8th Grade Orientation (6:00-7:00 p.m.)
May 20, 2024 – 8th Grade Promotion (7:00-9:00 p.m.)
Other TBD

Exhibit A
(Compensation / Rates)

{NEEDS INSERTED}

Exhibit B
(Schedule of Extracurricular Events)

{NEEDS INSERTED}

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2613

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO ELECTRIC UTILITY RATES**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2023.

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO ELECTRIC UTILITY RATES**

WHEREAS, Section 11-117-1 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes any municipality to acquire, construct, own and operate within the corporate limits of the municipality any public utility the product of which is to be supplied to its inhabitants, including but not limited to electric power; and

WHEREAS, pursuant to the foregoing, the City of Rock Falls (the “City”) owns and operates its own electrical distribution system for the purpose of providing electrical power to the residents and businesses of the City; and

WHEREAS, the City conducted a rate study of the monthly rates charged to customers of the City’s electrical utility; and

WHEREAS, after careful consideration, the Mayor and City Council (collectively, the “Corporate Authorities”) have determined it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to electric utility rates charged by the City to its customers, all as more specifically set forth herein.

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

SECTION 1: The City hereby finds that all of the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2: Chapter 32, Article V, Section 32-376(b) and (d) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-376. – Monthly rates, rate R (residential).

...

- (b) The amounts set forth in the following table shall constitute the charges, respectively, for KWH, PS, DC, and CCR, to be applied in accordance with the formula set forth in paragraph (a)(2) of this section, and shall apply effective as of the dates specified in the table, and shall be effective and applied on all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$16.40	\$16.70	\$17.00	\$17.30	\$17.30	\$17.30
KWh	\$0.1402	\$0.1398	\$0.1411	\$0.1423	\$0.1441	\$0.1459
Power Supply (PS)	\$0.0985	\$0.0985	\$0.0985	\$0.0985	\$0.0985	\$0.0985
Distribution Cost (DC)	\$0.0417	\$0.0413	\$0.0426	\$0.0438	\$0.0456	\$0.0474
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

...

- (d) The rates applicable to the periods set forth in the tables contained within this section 32-376 shall be effective and commence as of August 1, 2023.”

SECTION 3: Chapter 32, Article V, Section 32-402(b) and (e) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-402. – Monthly rates, rate C (commercial).

...

- (b) The amounts set forth in the following table shall constitute the charges, respectively, for KWH, PS, DC, and CCR, to be applied in accordance with the formula set forth in paragraph (a)(2) of this section, and shall apply effective as of the dates specified in the table, and shall be effective and applied on all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$32.85	\$32.85	\$32.85	\$32.85	\$32.85	\$32.85
KWh	\$0.1630	\$0.1630	\$0.1648	\$0.1667	\$0.1687	\$0.1705

Power Supply (PS)	\$0.1131	\$0.1131	\$0.1131	\$0.1131	\$0.1131	\$0.1131
Distribution Cost (DC)	\$0.0499	\$0.0449	\$0.0517	\$0.0536	\$0.0556	\$0.0574
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

...

- (e) The rates applicable to the periods set forth in the tables contained within this section 32-402 shall be effective and commence as of August 1, 2023.”

SECTION 4: Chapter 32, Article V, Section 32-424(b) and (d) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-424. – Monthly rate, rate GS.

...

- (b) The amounts set forth in the following table shall constitute the rates and charges, respectively, for MC, DE, DSE, DDC, KWh and CCR to be applied pursuant to the formula set forth in paragraph (a)(2) of this section to customers qualifying for Rate GS, including municipal or governmental entities. The amounts so set forth shall apply effective as of the dates specified in the table, and shall be effective and applied on all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30-2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$75.50	\$75.50	\$75.50	\$75.50	\$75.50	\$75.50
Demand (DE)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
KWh	\$0.0826	\$0.0826	\$0.0840	\$0.0855	\$0.0869	\$0.0884
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

The following table represents the components of the demand charge (DE) as defined herein.

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Power Supply Demand (DE)	\$12.54	\$12.54	\$12.54	\$12.54	\$12.54	\$12.54
Distribution Cost Demand (DDC)	\$6.46	\$6.46	\$6.46	\$6.46	\$6.46	\$6.46

...

- (d) The rates applicable to the periods set forth in the tables contained within this section 32-424 shall be effective and commence as of August 1, 2023.”

SECTION 5: Chapter 32, Article V, Section 32-435(c)(4) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

- “(4) The amounts set forth in the following table shall constitute the charges, respectively for KWh, PS, DC and CCR, to be applied in accordance with the formula set forth in paragraph (c)(2) of this section, for all power taken and supplied during off-peak periods, as defined herein, and the amounts so set forth shall apply effective as of the dates specified in the table to all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$20.75	\$20.75	\$20.75	\$20.75	\$20.75	\$20.75
KWh Off- Peak (KWh)	\$0.1070	\$0.1070	\$0.1084	\$0.1099	\$0.1114	\$0.1129
Power Supply (PS)	\$0.0792	\$0.0792	\$0.0792	\$0.0792	\$0.0792	\$0.0792
Distribution Cost (DC)	\$0.0278	\$0.0278	\$0.0292	\$0.0307	\$0.0322	\$0.0337

CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070
-----	----------	----------	----------	----------	----------	----------

“

SECTION 6: Chapter 32, Article V, Section 32-435(e) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“(e) The amounts set forth the following table shall constitute the charges, respectively for KWh, PS, DC and CCR, to be applied in accordance with the formula set forth in (c)(2) of this section to all power taken and supplied during peak periods (which is any period other than off-peak as defined herein) and shall apply effective as of the dates specified in the table on all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the electrical energy shall have been supplied.

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
Monthly Charge (MC)	\$20.75	\$20.75	\$20.75	\$20.75	\$20.75	\$20.75
KWh On- Peak (KWh)	\$0.1490	\$0.1490	\$0.1504	\$0.1519	\$0.1534	\$0.1549
Power Supply (PS)	\$0.1212	\$0.1212	\$0.1212	\$0.1212	\$0.1212	\$0.1212
Distribution Cost (DC)	\$0.0278	\$0.0278	\$0.0292	\$0.0307	\$0.0322	\$0.0337
CCR	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070	\$0.0070

“

SECTION 7: Chapter 32, Article V, Section 32-435(g) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“(g) The rates applicable to the periods set forth in the tables contained within this section 32-435 shall be effective and commence as of August 1, 2023.”

SECTION 8: Chapter 32, Article V, Section 32-436(b) and (c) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“(b) Security lights to be installed pursuant to this section shall be high pressure sodium, or such other type as may, from time to time be determined advisable by the electric utility department and shall be available in two rated wattages of 100

watts or 250 watts. Billing cycle charges applicable to security lights installed shall be a flat rate per billing cycle, and shall be in accordance with the following table, which shall apply effective as of the dates specified therein for all invoices and bills to customers issued or generated through, or on or after the date set forth in the table, regardless of when the security light shall have first been installed.

	Through 4-30- 2023	Beginning 5-1-2023	Beginning 5-1-2024	Beginning 5-1-2025	Beginning 5-1-2026	Beginning 5-1-2027
100 watt HPS	\$10.75	\$10.75	\$10.85	\$10.95	\$11.05	\$11.15
250 watt HPS	\$12.80	\$12.80	\$12.95	\$13.10	\$13.25	\$13.40

(c) The rates applicable to the periods set forth in the tables contained within this section 32-436 shall be effective and commence as of August 1, 2023.”

SECTION 9: In all other respects, Chapter 32, Article V of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 10: The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

SECTION 11: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 12: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

AYE

NAY



**RB&W PARK
WINGS & "LOVE LIGHT TREE"**

ROCK FALLS, ILLINOIS
01-03-2023



June 9, 2023

City of Rock Falls
 Attn: Mr. Ted Padilla, Water Superintendent
 603 West 10th Street
 Rock Falls, IL 61071

RE: Well No. 2 Pull and Inspection
 20 HP VHS 460V/ 12RJMC – 1 Stage Water Lube Pump Assembly

Dear Mr. Padilla:

At your request, Layne has prepared this proposal for the removal of the pumping assembly, inspection of the equipment and the downhole video survey of Well No. 2. This pumping assembly to Layne's knowledge has not been pulled since May of 2001, when it was last repaired with all new components and lowered by 20 feet.

The pumping assembly was installed by Albrecht in 2001 and consists of a 20HP USEM VHS 460V 3 Phase 60Hz motor; Goulds 12RJMC 1-stage CIBF bowl assembly; 50 feet of 8-inch threaded and coupled column pipe with 1-1/2" lineshaft and a 10' x 8" tailpipe. The well construction records are unknown at this time.

Layne is proposing to proceed with the work in two phases. Phase I will include the pump removal, video survey, motor service (inspection only) and pump assembly inspection. Phase II will include any recommend assembly repairs and/or well rehabilitation (if required) and will include the reinstallation and test pumping of the permanent assembly. This proposal covers only Phase I of the project only.

The estimated costs associated with the removal, video survey and inspection are as follows:

PHASE I – Rock Falls Well No. 2 Pump Removal, Video Survey and Inspection					
	Item	Qty	Unit	Unit Cost	Extension
1	Load and mobilize to the site, set up pump service rig and support equipment. Lockout power to pump. Pull pumping assembly, load and demobilize.				
	Large Crane and Operator	16	HR	\$316.00	\$5,056.00
	Serviceman with Truck and Trailer	16	HR	\$246.00	\$3,936.00
	Helper	16	HR	\$182.00	\$2,912.00
	Per Diem	3	EA	\$160.00	\$480.00
2	Downhole Video Survey with DVD copy and written report				

WATER RESOURCES

	Technician and Equipment	1	LS	\$1,825.00	\$1,825.00
3	Unload equipment in yard; equipment inspection: sandblast column pipe and bowl assembly for inspection, disassemble bowl assembly and prepare a micrometer report, and conduct motor inspection. Prepare complete equipment inspection report.				
	Serviceman and Helper (loading/unloading)	2	HR	\$350.00	\$700.00
	Sandblast Equipment and 2-Man Crew	4	HR	\$395.00	\$1,580.00
	Serviceman with Hand Tools	6	HR	\$178.00	\$1,068.00
	Helper	4	HR	\$172.00	\$688.00
ESTIMATED PHASE I - TOTAL =					\$18,245.00

Additional costs would consist of any pumping assembly repairs, well rehabilitation, and pump installation costs. These costs will be submitted with the pumping equipment inspection report and rehabilitation plan (if required). The actual hours conducted by the crew will be depicted on the final invoice utilizing the unit pricing shown above. The above estimate does assume that the pumping assembly can be removed in a normal fashion and without any unusual downhole circumstances. Pricing is valid until October 1, 2023.

The pumping assembly will be loaded and returned to our Aurora facility for disassembly and inspection. A full report will be completed detailing recommendations for repairs/replacements and submitted along with the downhole video survey and any recommended rehabilitation (if required).

Layne values our longstanding relationship with the City of Rock Falls and is looking forward to again being of service to you on this project. If you have any questions, comments, or concerns regarding the proposal above please do not hesitate to contact me. I can always be reached either in the office at 630.897.6941 or on my mobile at 630.809.2707.

Sincerely yours,

Brian M. Snelten

Brian M. Snelten, P.G.
Area Manager
Layne Christensen Company



City of Rock Falls
Watermain Improvements Phase 1
Final Project Cost Summary
June 13, 2023

	IEPA Loan Agreement	Final Project Cost	Difference
Construction	\$ 920,898.00	\$ 847,299.25	\$ (73,598.75)
Contingency	\$ 27,626.94	\$ -	\$ (27,626.94)
Engineering Design	\$ 81,000.00	\$ 80,298.75	\$ (701.25)
Engineering Construction	\$ 68,000.00	\$ 86,200.22	\$ 18,200.22
Total	\$ 1,097,524.94	\$ 1,013,798.22	\$ (83,726.72)

Matt Trotter

From: Blake Behrens <blake-b@live.com>
Sent: Wednesday, June 21, 2023 6:54 AM
To: Matt Trotter
Subject: Excavator Pricing

Matt

Here's our hourly rate for the Medium Sized Excavator.

Medium Excavator w/ Thumb Bucket - \$225 per hour.

Medium Excavator w/ Mulching Head - \$260 per hour.

3 days 8 hours \$5,400
5 days 8 hours \$10,400
2090 cushion 3,160

If you have any questions just let me or my Dad know. Thanks!

Blake Behrens
Behrens Trucking & Excavating

O + M \$36,000 R + M storm
capital \$20,000 intake repair

2609 Prophet Rd
RF

Sales Quote

Prepared for: Matt Trotter
 Rock Falls Sewer Department
 1109 Industrial Park Road
 Rock Falls, Illinois 61071

Quote Number: 1560
 Expiration Date: Aug. 31, 2023

Service	Unit Price	Qty	Subtotal
RedZone Sewer Inspection Data GIS Integration This quotation is for importing sewer pipe inspection data, collected and provided from April 2022 through January 2023, from Redzone televised inspection records, into GIS records for easy reference. This work involves the following tasks: <ul style="list-style-type: none"> • Match pipe segment references with facility ID in the GIS or create the match where it doesn't exist in the records • Update GIS records with proper pipe diameters and lengths from inspection results • Import MS access tables into GIS database including creating domains for drop down menus • Create relationship classes to connect pipe segments in GIS with inspection records and observations • Load photos & videos to cloud-based Amazon S3 bucket for storage and easy reference from the GIS system • Updates maps & layers with new reference data 	\$16,500.00	1	\$16,500.00
			\$16,500.00

Total \$16,500.00

Terms

Duration: This proposal is valid for ninety (90) days from the date of submittal.

Performance of Services: The Consultant shall perform the services outlined in this proposal in accordance with these terms and conditions.

Additional Services: Consultant shall be compensated for technical support for any issues arising from connectivity to the Client's network should remote connectivity be required for the project.

Amendments: No amendments shall be made to this agreement without prior written consent by both parties. Amendments to this agreement may only be made by approved personnel from either party having authority to negotiate terms of agreements for their respective party.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Certification, Guarantees and Warranties: The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions.

Delays: Consultant shall not be responsible for damages arising directly or indirectly from any delays or causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client, the Client's representatives, or the Client's consultants to act in a timely manner. Consultant shall be compensated accordingly for additional costs incurred because of such delays.

Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Hardware in Excess of Five Years Old: Consultant will not provide support services for hardware of Client that is more than five (5) years old.

Indemnification: Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services except to the extent caused by the negligent or intentional act or omission of the Indemnitee or its agents. The Consultant will not be liable for accuracy, completeness, or costs associated with data acquired from other sources or retrieved from Client servers when requested by the Client.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any electronic data, plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

Data Accuracy:

Any data deliverables are considered mapping grade quality and should not be used for engineering design or construction work without being verified by a licensed professional surveyor.

Intellectual Property: This proposal contains intellectual property which is proprietary in nature and shall remain confidential. If this document is subject to a FOIA request the Client must request a redacted version of the document from the Consultant. Consultant will provide a redacted version within two business days of the request. The Consultant will own the intellectual property rights to any solutions developed as part of this proposed work and hereby reserves the right to redistribute or resell said property to any interested party upon removing Client's information. Client will have full use of said property for their benefit, however, in no case will the Client be permitted to resell or redistribute said property without the expressed written consent of the Consultant.

Liability Insurance: The Consultant maintains insurance coverage of the following types. Certificates of insurance shall be provided to Client with additional insured listing upon request.

- Professional Liability, Commercial General Liability, Automobile Liability, Umbrella Policy, and Cyber Insurance

Limitation of Liability: In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, that the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall be limited to two hundred fifty thousand dollars (\$250,000) or the Consultant's fee, whichever is greater. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Payment: The Client will be invoiced for 20% of the contract amount after execution of the contract. The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted based upon the milestones provided in the project schedule or on a monthly basis depending on the Client's preference.

Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

Software: This proposal does not include any software licensing or maintenance fees for GIS software. Client is responsible for providing the necessary Esri software licensing for solutions deployed to and operated on their system. The Consultant is not responsible for any licensing violations brought on by the Client's negligence.

Technical Support: Free technical support in relation to service/product provided in this contract will be provided for a period of thirty (30) days following final project delivery. Further support can be provided under a separate contract.

Termination of Service: This Agreement may be terminated with written notification at any time by either party should the other party fail to perform its obligation hereunder. The terminating party must provide not less than thirty (30) days' notice of the intention to Terminate this contract. Release of any information is subject to payment in full.

User Acceptance: The Client will be provided a period of three (3) weeks to test and review each configured or customized application prior to final delivery. Once the Client performs their user acceptance testing, they may enter their feedback into the documentation provided. Consultant will then provide one round of upgrades to the application prior making final delivery. The Consultant shall be compensated for any additional upgrades or repairs to the application(s) following the user acceptance period.

Signatures

Name: _____

Job Title: _____

Signature: _____

Date: _____

July 5, 2023

VIA EMAIL

Rod Kleckler
Mayor
City of Rock Falls
603 West 10th Street
Rock Falls, IL 61071

Re: Amendment of Indefeasible Right of Use Agreement by and between the City of Rock Falls and Surf Air Wireless, LLC

The purpose of this letter is to modify that certain City of Rock Falls Indefeasible Right of Use Agreement (FiberNet) dated October 30, 2020 (the "Agreement") by and between the City of Rock Falls (the "City") and Surf Air Wireless, LLC (the "Grantee"). Except as modified by this Letter Agreement, the terms and conditions of the Agreement shall remain unaffected and in full force and effect. Capitalized terms used in this Letter Agreement shall have the meanings ascribed to them in the Agreement.

In return for the promises set forth below and other good and valuable consideration, the City and the Grantee agree to modify the Agreement as follows:

1. A new Section 5.7 shall be added to the Agreement, which provides as follows:

"Section 5.7: Equipment Fee. As Grantee's operations in the City of Rock Falls expand, Grantee will make more intensive use of its fiber optic communications system and may need to install additional equipment and other apparatus in support of the same. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that it is appropriate for an equipment fee to be paid hereunder to reflect the increased use of Grantor's property (including, but not limited to, the Grantor Network and IRU Fibers) as the scale of Grantee's operations increases. Accordingly, Grantee shall pay to Grantor an amount equal to five percent (5%) of its gross revenue from customers to which Grantee provides service within the service area (the "Equipment Fee"). When used in this Section and Sections 5.8 and 5.9, the following terms shall have the meanings ascribed to them below:

- (a) "Gross revenue" means the revenue received by Grantee from the operation of its fiber optic communications system in the service area to provide BIAS, calculated in accordance with generally accepted accounting principles, and shall include installation fees and equipment rental fees. Gross revenue shall also include such other revenue sources from BIAS delivered over the fiber optic network as may now exist or hereafter be developed by Grantee. Gross revenue shall not include refundable deposits, bad debt,

investment income or any launch support payments, third-party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

- (b) “BIAS” means broadband internet access service, which is a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the service, but excluding dial-up internet access service and any service that the FCC determines, from time to time, to be functionally equivalent.
- (c) “Service area” means the legal boundaries of the City of Rock Falls and the area serviced by the electrical utility of the City of Rock Falls.”

2. A new Section 5.8 shall be added to the Agreement, which provides as follows:

“**Section 5.8: Payment of Equipment Fee.** Notwithstanding anything to the contrary in this Agreement, the payment of the Equipment Fee shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Equipment Fee shall be considered paid on the date it is postmarked. Each Equipment Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Equipment Fees paid during that period, provided, however, that the report will anonymize personally identifying information regarding specific subscribers in order to protect their privacy. Any undisputed Equipment Fee payment, which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Equipment Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Co., or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to Grantor shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Equipment Fee liability otherwise accruing under this Section.”

3. A new Section 5.9 shall be added to the Agreement, which provides as follows:

“**Section 5.9: Equipment Fees Subject to Audit.** At the request of Grantor, and no more than once in any twelve (12) month period, Grantee shall permit an independent certified public accountant appointed by Grantor and acceptable to Grantee, at reasonable times and upon reasonable notice, to examine those records and all other material documents relating to or relevant to gross revenues of Grantee and Equipment Fees paid in accordance with this Agreement,

for a period of three (3) years after such Equipment Fees have accrued, as may be necessary to determine the correctness of any report or payment made under this Agreement. Grantor and Grantee shall agree upon a reasonable amount or range of audit fees before any such audit is commenced. Results of any such examination shall be made available to both Parties. Grantor shall bear the full cost of the performance of any such audit, unless such audit demonstrates underpayment of Equipment Fees by Grantee in excess of ten percent (10%) from the amount of the original Equipment Fee payment made by Grantee. In such event, Grantee shall bear the full cost of the performance of such audit.”

Please indicate your agreement to the foregoing by signing where indicated below.

Very truly yours,

SURF AIR WIRELESS, LLC

By: _____
[NAME]

Title: [TITLE]

ACCEPTED, ACKNOWLEDGED AND AGREED
TO THIS 5TH DAY OF JULY, 2023

CITY OF ROCK FALLS

By: _____
Rod Kleckler

Title: Mayor

July 5, 2023

VIA EMAIL

Rod Kleckler
Mayor
City of Rock Falls
603 West 10th Street
Rock Falls, IL 61071

Re: Amendment of Right of Way Use Agreement for Broadband Internet by and between the City of Rock Falls and Surf Air Wireless, LLC

The purpose of this letter is to modify a Right of Way Use Agreement for Broadband Internet dated October 30, 2020 (the "Agreement") by and between the City of Rock Falls (the "City") and Surf Air Wireless, LLC (the "Grantee"). Except as modified by this Letter Agreement, the terms and conditions of the Agreement shall remain unaffected and in full force and effect. Capitalized terms used in this Letter Agreement shall have the meanings ascribed to them in the Agreement.

In return for the promises set forth below and other good and valuable consideration, the City and the Grantee agree to modify the Agreement as follows:

1. In Section 1, the defined term "Gross Revenue" shall be deleted in its entirety.
2. All references to the term "franchise", including within defined terms, as contained within the Agreement shall be amended to refer to the term "authorization".
3. A new Section 2.7 shall be added to the Agreement, which provides as follows:
 - 2.7. Fees. Grantee shall not be required to pay any additional fees to the City under this Agreement including for site specific permits for the installation of facilities that shall be used for the Sale of Telecommunications at Retail, as defined under the Telecommunications Municipal Infrastructure Maintenance Fee Act ("TIMFA") (35 ILCS 635/10), so long as (i) Grantee maintains its status as a Telecommunications Retailer under TIMFA and (ii) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5) to the State of Illinois. In the event Grantee installs facilities that shall not provide "Telecommunications" as defined under the TIMFA, Grantee shall so inform the City and be subject to the City's permit and license fees for such installation.
4. Section 5 and its subsections shall be deleted in their entirety and replaced with the following:

SECTION 5: Proprietary Information.

5.1. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Fiber Optic Network design, Subscriber lists, marketing plans, financial information, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection, but not copying or removal. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

Please indicate your agreement to the foregoing by signing where indicated below.

Very truly yours,

SURF AIR WIRELESS, LLC

By: _____
[NAME]

Title: [TITLE]

ACCEPTED, ACKNOWLEDGED AND AGREED
TO THIS 5TH DAY OF JULY, 2023

By: _____
Rodney Kleckler

Title: Mayor