

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

June 7, 2022
5:30 p.m.

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

Presentation of the City of Rock Falls 2022 Groundwater/Electric Scholarship Award to Benjamin Folgers

Audience Requests

Community Affairs

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

Consent Agenda:

1. Approval of the minutes of the May 17, 2022, City Council Meeting ☞
2. Approval of bills as presented ☞

Resolutions:

1. Resolution 2022-881 Approving Preliminary and Final Plat of Subdivision of Benchmark Phase 3-C ☞

Ordinances 1st Reading:

1. Ordinance 2022-2573 – Fiscal Year 2023 Appropriation Ordinance (For the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023) ☞
2. Ordinance 2022-2574 – Amending the Whiteside Carroll Enterprise Zone Within the Illinois Counties of Whiteside and Carroll ☞

Ordinances 2nd Reading and Adoption:

1. Ordinance 2022-2570 – Vacating a Public Alley ☞
2. Ordinance 2022-2571 – Authorizing Entry into an Intergovernmental Agreement for a School Resource Officer (SRO) Program ☞
3. Ordinance 2022-2572 – Amending the Zoning Map of the City of Rock Falls ☞

City Administrator Robbin Blackert

1. Cable Television Franchise Agreement by and Between the City of Rock Falls and Comcast of Illinois/Indiana/Ohio, LLC ☞
2. Side Letter Agreement between the City of Rock Falls, Illinois and the Illinois Fraternal Order of Police Labor Council ☞
3. Intergovernmental Agreement Between the Illinois State Toll Highway Authority and the City of Rock Falls ☞

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

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

1. Recommendation from the Finance Insurance Investment Committee to approve the updated Fund Balance Policy ☞

Ward 2

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

1. Recommendation from the Utility Committee to approve purchase of a ferric feed system from Rhino Industries, Inc., PO Box 296, Nauvoo, IL in the amount of \$10,346.56 ☞
2. Recommendation from the Utility Committee to approve the purchase of Operator 10 Wastewater Program from Allmax Software, Inc., 911 South Main St, Kenton, OH in an amount not to exceed \$15,750.00 ☞
3. Recommendation from the Utility Committee to approve a design engineering agreement for Vactor Spoils Dump with Willett, Hofmann & Associate, 809 E 2nd St, Dixon, IL in an amount not to exceed \$20,000.00 ☞
4. Recommendation from the Utility Committee to approve the purchase of 500 AMI Meters from Anixter, Inc., 1100 Old State Rd, Mattoon, IL 61938 in the amount of \$91,660.00
5. Recommendation from the Utility Committee to approve a Consulting Agreement with Hydro Partners, W7021 State Road 152, Wautoma, WI 54982 in the amount of \$28,975.00 (with the agreement that the City would own the documents) ☞
6. Recommendation from the Utility Committee to approve the amendment to the Utility Policy, C-5 Utility Business Practice ☞

Alderman Casey Babel – Tourism Committee Chairman

Ward 3

Alderman Steve Dowd

Alderman Jessica Devers

Ward 4

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

Alderman Marshall Doane

Mayor's Report:

Executive Session:

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

Action taken from Executive Session

Adjournment

Next City Council meeting – June 21, 2022, at 5:30 p.m.

Posted: June 3, 2022

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 May 17, 2022, 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, Babel, Devers, Dowd, Doane, and Sobottka. In addition, Attorney Matt Cole, Attorney Tim Zollinger and City Administrator Robbin Blackert were present.

Audience request:

None

Proclamation:

National Police Week May 15, 2022, through May 21, 2022.

Proclamation was read aloud by City Clerk Pam Martinez. A motion was made by Alderman Wangelin to approve the Proclamation for National Police Week May 15, 2022, through May 21, 2022, and second by Alderman Doane.

Vote 8 aye, motion carried.

Community Affairs:

Sam Smith with Rock Falls Chamber of Commerce gave an update of upcoming events for the summer. A request for Road Closure for YMCA Family 5K.

A motion was made by Alderman Snow to approve the road closure for YMCA Family 5K and second by Alderwoman Sobottka.

Vote 8 aye, motion carried.

Melinda Jones, Director of Tourism gave an update on the upcoming tourism events planned for the summer.

Consent Agenda:

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

1. Approval of the minutes of the May 3, 2022, City Council Meeting.
2. Approval of bills as presented.

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

Vote 8 aye, motion carried.

3. (Removed from Consent Agenda) Approve recommendation from Planning Zoning Commission to rezone 1317 Dixon Avenue, Rock Falls, IL from B-1 to R-1.

A motion was made by Alderman Babel to have correction made by the City Attorney and second by Alderwoman Sobottka.

Vote 8 aye, motion carried.

Ordinance 1st Reading:

1. Ordinance 2022-2570 – Vacating a Public Alley.

A motion was made by Alderman Snow to approve Vacating a Public Alley and second by Alderman Dowd.

Vote 8 aye, motion carried

Resolutions:

1. Resolution 2022-880 – Resolution for Improvement Under the Illinois Highway Code – Dixon Avenue – FAU 55660 (Section Number 18-00136-00-FP) Appropriating \$610,665.84 from the Local Public Agency's allotment of REBUILD ILLINOIS funds. A motion was made by Alderman Babel to approve Resolution for Improvement Under the Illinois Highway Code – Dixon Avenue – FAU 55660 Section number 18-00136-00-FP and second by Alderman Snow.
Vote 8 aye, motion carried.

City Administrator:

1. Change order No. 1 – Twin City Construction – Roadway Reconstruction of 3rd Ave from 2nd St to IL 40 – Increase of \$14,476.00.
A motion was made by Alderman Snow to approve the Change Order No. 1 – Twin City Construction – Roadway Reconstruction of 3rd Ave from 2nd St to IL 40 – Increase of \$14,476.00 and second by Alderwoman Sobottka.
Vote 8 aye, motion carried.
2. Side Letter of Agreement between the City of Rock Falls and the International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 196.
A motion was made by Alderman Snow to approve the Side Letter of Agreement between the City of Rock Falls and the International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 196 and second by Alderwoman Sobottka.
Vote 8 aye, motion carried.

City Attorney: none

City Departments: none

A motion was made by Alderman Wangelin to approve the purchase of a 2022 72X14 Dump Trailer from Ekquist Trailer Sales, 1200 E. Route 30, Rock Falls, IL in the amount of \$11,352.00 and second by Alderwoman Sobottka.

Vote 7 aye, 1 recused (Devers), motion carried.

Alderman Snow stated that the bricks from the 3rd Avenue project are free for pick up.

Mayor's Report: Dixon Avenue Bid will be in June.

A motion was made by Alderman Babel to move into Executive Session from Regular Meeting and second by Alderwoman Sobottka.

Vote 8 aye, motion carried. (5:54 pm)

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

Via Voice Vote, motion carried. (6:13 p.m.)

Pamela Martinez
Pamela Martinez, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 06/07/2022

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	\$5,497.08
Worker's Comp/Gen Liability	\$446.00
General Fund	\$603,555.94
Demolition Fund	\$1,066.09
Tax Increment Financing	\$12.58
Industrial Development	\$1,089.10
Electric	\$134,859.04
IT Fund	\$1,053.50
Sewer	\$39,529.93
Water	\$37,947.90
Garbage	\$997.50
Customer Service Center	\$7,211.23
Motor Fuel Tax Fund	\$44,803.89
Customer Utility Deposits	\$1,547.85
	<hr/> <hr/>
	\$879,617.63

Alderman Wangelin
Alderman Palmer
Alderman Doane
Alderman Devers

DATE: 05/19/2022
TIME: 14:43:54

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/20/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

TOURISM			
05	TOURISM		
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	702.00
	COM ED	MONTHLY SERVICE	24.03
	CARD SERVICE CENTER	FACEBOOK ADVERTISING	79.76
		ADOBE/CRICUT SUBSCRIPTIONS	43.52
		REGISTRATION	37.75
		STRIPPING PADS/GOOF OFF SPRAY	61.78
		SHIPPING/VINYL TRANSFER TAPE/M	296.94
	COMCAST	MONTHLY CHARGE	5.46
	LEAF	COPIER/MAINTENANCE CONTRACT	211.92
	SELF HELP ENTERPRISE	BELLSON/JAMMIN FLYERS	68.00
	MEAD'S BIKE SHOP	BIKE MAINTENANCE	175.00
	CHICAGO LIFE	MAGAZINE DISPLAY	1,000.00
	WQAD	AIR TIME	800.00
		AIR TIME	100.00
		AIR TIME	100.00
		TOURISM	3,706.16
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
	MOELLER MYERS & ASSOC PC	FFEAP	360.00
		W/C-GENERAL LIABILITY	360.00
GENERAL FUND			
01	ADMINISTRATION		
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	4,110.00
	PETTY CASH	COFFEE CAKE/MEETING	8.06
	DINGES FIRE COMPANY	FAST BOARD/INTERNAL LIGHTS/STR	5,225.00
	COMCAST	MONTHLY CHARGE	5.46
		ADMINISTRATION	9,348.52
02	CITY ADMINISTRATOR		
	CARD SERVICE CENTER	AIR FARE/REGISTRATION/BROWNSFI	669.97
	COMCAST	MONTHLY CHARGE	2.73
		CITY ADMINISTRATOR	672.70

INVOICES DUE ON/BEFORE 05/20/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
GENERAL FUND			
04	BUILDING		
	PETTY CASH	BATTERIES/ENVELOPES	10.77
		CAR WASH	12.00
	COMCAST	MONTHLY CHARGE	10.93
	LEAF	COPIER/MAINTENANCE CONTRACT	96.96
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	20.00
		BUILDING	150.66
05	CITY CLERK'S OFFICE		
	CARD SERVICE CENTER	ADOBE PRO DC	15.93
	COMCAST	MONTHLY CHARGE	10.93
		CITY CLERK'S OFFICE	26.86
06	POLICE		
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	1,344.00
	PETTY CASH	MEAL	16.17
	KIESLER POLICE SUPPLY INC	9MM HOLLOW POINT	693.00
	WHITESIDE COUNTY	SHARE OF TCC PSAP OCT-MARCH	175,137.01
	CARD SERVICE CENTER	OPEN HOUSE KIT	210.90
		TONER/PACKING TAPE/CD MAILER	123.85
		UNIFORM BOOTS	347.28
		HOTEL ROOMS/MEALS	978.96
		EARPLUGS/AMBI MAG	219.88
		BULLETIN BOARD/PENS	21.87
		FLASH DRIVE	56.97
	COMCAST	MONTHLY CHARGE	84.59
		POLICE	179,234.48
10	STREET		
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	73.50
	TWIN CITY CONSTRUCTION CO	RETENTION	-12,854.83
		3RD AVE RECONSTRUCTION	128,548.26
	VERIZON WIRELESS	MONTHLY SERVICE	58.81
	CARD SERVICE CENTER	CAKE/GIFT CERT/LAWYER RETIREME	186.60
	COMCAST	MONTHLY CHARGE	5.46
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	200.00
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	54.23

INVOICES DUE ON/BEFORE 05/20/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
10	STREET		
		UNIFORM/MATS/TOWEL SERVICES	13.88
	CASSANDRA MEINERS	SIDEWALK APPROACH REIMB	588.00
	CANDLELIGHT INN	LAWYER RETIREMENT MEAL	104.00
		STREET	116,977.91
12	PUBLIC PROPERTY		
	WHITESIDE COUNTY COLLECTOR	PROPERTY TAXES	4,213.36
	PEST CONTROL CONSULTANTS IL	PEST CONTROL	65.00
	FIREHOUSE MINISTRIES	CITY PROJECTS	510.94
		PUBLIC PROPERTY	4,789.30
13	FIRE		
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	1,701.00
	CARD SERVICE CENTER	MEAL/HOTEL/TRAINING	706.48
		FOOD/GREEN PLANT	278.06
		LAPTOP TRAYS	99.77
		PLAQUE	64.94
	COMCAST	MONTHLY CHARGE	19.12
		FIRE	2,869.37
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
	WHITESIDE COUNTY COLLECTOR	PROPERTY TAXES	19.12
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	822.22
		BUILDING CODE DEMOLITION FUND	841.34
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
	WHITESIDE COUNTY COLLECTOR	PROPERTY TAXES	606.10
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	483.00
		INDUSTRIAL DEVELOPMENT	1,089.10

INVOICES DUE ON/BEFORE 05/20/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	388.50
	PETTY CASH	MEALS	18.71
	CRESCENT ELECTRIC	FLUKE-87V-MAX/E2 KIT	670.36
		MILWAUKEE COMP TOOL BOX	69.97
	FYR-FYTER, INC.	STRAP BRACKET	42.95
	POWER LINE SUPPLY	KT63607 SMALL RATCHETING CUTTE	721.86
	HASTINGS FIBER GLASS PRODUCTS	A20316	70.00
		A10434	22.83
		FREIGHT	63.62
	ENGEL ELECTRIC CO.	TRAFFIC SIGNAL REPAIR	298.79
		TRAFFIC SIGNAL REPAIR	1,604.00
	VERIZON WIRELESS	MONTHLY SERVICE	663.37
	MICHLIG ENERGY LTD	PREMIUM DIESEL	6,811.78
		PREMIUM DIESEL	12,384.30
		PREMIUM DIESEL	164.63
	CARD SERVICE CENTER	AIR FARE/HOTEL/MEALS	3,552.75
		GIFT CERT/POCI	75.00
	COMCAST	MONTHLY CHARGE	27.32
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	280.00
	TYNDALE	UNIFORM CLOTHING	143.95
		OPERATION & MAINTENANCE	28,074.69
IT FUND			
22	IT FUND		
	WILLIAM & MARY COMPUTER CENTER	O365 VADE EMAIL PROTECTION	312.00
		O365 VADE EMAIL PROTECTION	468.00
		IT FUND	780.00
SEWER FUND			
38	OPERATION & MAINTENANCE		
	WHITESIDE COUNTY COLLECTOR	PROPERTY TAXES	2,160.76
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	94.50
	WILLIAM & MARY COMPUTER CENTER	HIGH CAPACITY TONERS	443.00
	COM ED	MONTHLY SERVICE	117.12
		MONTHLY SERVICE	37.18
	GISI BROS. INC.	STARTER	400.74
	HILLS ELECTRIC MOTOR SERVICE	BELTS	43.30
	WHITESIDE COUNTY RECORDER	LIEN RELEASE/1512 FLOCK AVE	21.50
	USA BLUE BOOK	MECHANICAL SWITCHES	176.90

INVOICES DUE ON/BEFORE 05/20/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
		TIGERTAIL W/ ROPE/MANHOLE COVE	514.91
SCHMITT PLUMBING & HEATING INC		HEATER REPAIR	196.00
VERIZON WIRELESS		MONTHLY SERVICE	199.38
CARD SERVICE CENTER		LANDSCAPING/RAMP/ROUNDUP	1,524.45
COMCAST		MONTHLY CHARGE	19.12
ALLMAX SOFTWARE		MSSQL SOFTWARE/TECH SUPPORT	5,064.00
		ANTERO MAINT/ANNUAL SUPPORT	917.00
SAMSARA NETWORKS INC		VEHICLE GPS SYSTEM	120.00
MURRAY & SONS EXCAVATING, INC		PARKING LOT/102 12TH AVE	6,100.00
		AVE B LIFT STATION CORE OUT/AS	7,500.00
NICOR		MONTHLY SERVICE	1,646.20
		MONTHLY SERVICE	4,978.43
		OPERATION & MAINTENANCE	32,274.49
WATER FUND			
48	OPERATION & MAINTENANCE		
		ALARM DETECTION SYSTEMS, INC.	ANNUAL CHARGES/JUN-MAY
		WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES
		VIKING CHEMICAL CO	CHEMICALS
			DEPOSIT RETURN
		GRUMMERT'S HARDWARE - R.F.	GRASS SEED
			BALL VALVE/TEE/NIPPLES/COUPLIN
			GALV COUPLING
		STANDARD EQUIPMENT COMPANY	RIPSAW/DIGGING LANCE
			DEBRIS HOSE
			RUBBER GASKETS
		ALTORFER INC.	UTIL GREASE/GREASE GUN
			NYLON SLINGS/SHACKLES
		WHITESIDE COUNTY RECORDER	LIEN RELEASE/1512 FLOCK AVE
		BEHRENS TRUCKING &	HAULING DIRT
		O'REILLY AUTOMOTIVE INC	VAC CONNECTS/HOSE/TUBING
		FERGUSON WATERWORKS #2516	UME 3 T/F V4 R900I CF
			TRENCH ADAPTER LIDS
		VERIZON WIRELESS	MONTHLY SERVICE
		CARD SERVICE CENTER	CHOP SAW
			TABLET CASE
		COMCAST	MONTHLY CHARGE
		KUNES COUNTRY AUTO GROUP	REPL CONDENSER/EVAC/FREON
		ALLMAX SOFTWARE	ANTERO MAINT/ANNUAL SUPPORT
		BRADFORD SUPPLY CO	GALVANIZED NIPPLES
		SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM
		ARAMARK	UNIFORM/MATS/TOWEL SERVICES

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TIME: 14:43:54

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/20/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
		UNIFORM/MATS/TOWEL SERVICES	25.54
NICOR		MONTHLY SERVICE	492.55
		OPERATION & MAINTENANCE	13,156.05
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
	WARD, MURRAY, PACE & JOHNSON	LEGAL SERVICES	672.00
	CARD SERVICE CENTER	MICROPHONE SCREEN/FINGER MOIST	27.97
		AIR FARE/HOTEL/REGISTRATION	950.15
	COMCAST	MONTHLY CHARGE	19.12
	PINNEY PRINTING CO	ENVELOPES	1,939.87
		CUSTOMER SERVICE CENTER	3,609.11
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
	BRITTANY NELSON	UTILITY DEPOSIT REFUND	35.13
	DAN LOVE	BLANKET DEPOSIT REFUND	50.00
	CALLIE GOTTEMOLLER	BLANKET DEPOSIT REFUND	50.00
		CUSTOMER UTILITY DEPOSITS	135.13
		TOTAL ALL DEPARTMENTS	398,095.87

DATE: 05/26/2022
TIME: 13:47:22

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/27/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

TOURISM			
05	TOURISM		
	CAPITAL ONE	SUPER GLUE	5.64
	COMCAST	MONTHLY CHARGE	5.95
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
	PINNEY PRINTING CO	BELLSON MUSIC POSTERS	55.00
	MELINDA JONES	HENNEPIN CANAL MTG/MILEAGE	19.89
		TOURISM	124.95
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
	MUNICIPAL INSUR COOP AGENCY	CLAIM/DEDUCTIBLE	86.00
		W/C-GENERAL LIABILITY	86.00
GENERAL FUND			
01	ADMINISTRATION		
	PITNEY BOWES	POSTAGE MACHINE REFILL	1,008.50
	COMCAST	MONTHLY CHARGE	5.95
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
		ADMINISTRATION	1,052.92
02	CITY ADMINISTRATOR		
	COMCAST	MONTHLY CHARGE	2.97
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
		CITY ADMINISTRATOR	41.44
04	BUILDING		
	COMCAST	MONTHLY CHARGE	11.90
	COMCAST BUSINESS	MONTHLY CHARGES	38.00
		MONTHLY CHARGES	39.01
		BUILDING	88.91

DATE: 05/26/2022
TIME: 13:47:22

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/27/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
	CAPITAL ONE	FACIAL TISSUE	4.12
	COMCAST	MONTHLY CHARGE	11.90
	COMCAST BUSINESS	MONTHLY CHARGES	37.98
		MONTHLY CHARGES	38.99
	PINNEY PRINTING CO	DBL WINDOW ENVELOPES	420.52
		CITY CLERK'S OFFICE	513.51
06	POLICE		
	GISI BROS INC	A/C REPAIR	1,242.24
		BRAKES	278.89
	VERIZON WIRELESS	MONTHLY SERVICE	278.58
	COMCAST	MONTHLY CHARGE	92.15
	COMCAST BUSINESS	MONTHLY CHARGES	75.93
		MONTHLY CHARGES	77.93
	NICOR	MONTHLY SERVICE	191.60
	MITCH OTTENHAUSEN	MEALS/TRAINING	99.30
		POLICE	2,336.62
10	STREET		
	ZARNOTH BRUSH WORKS, INC.	GUTTER BROOM	401.20
	GRUMMERT'S HARDWARE - R.F.	TELESCOPIC REACHER	31.49
	ALTORFER INC.	RESISTOR/RUN NEW WIRE	982.30
	LINCOLNWAY AUTO ELECTRIC	ALTERNATOR	225.00
	HAMPTON EQUIPMENT CO INC	PATCHER RADIATOR	2,051.04
	COMCAST	MONTHLY CHARGE	5.95
	LEE JENSEN SALES CO, INC.	CONFINED SPACE TRAINING	266.66
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	54.23
		UNIFORM/MATS/TOWEL SERVICES	13.88
		UNIFORM/MATS/TOWEL SERVICES	54.23
	S.J. SMITH CO INC	PROPANE	168.97
		PROPANE	169.97
	COLE'S COMPLETE TREE SERVICE	TREE REMOVAL	800.00
	ESSENCE CHEMICAL COMPANY	VACATE	670.22
		STREET	5,933.61

INVOICES DUE ON/BEFORE 05/27/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
	CEC OF THE SAUK VALLEY INC	GFI REPL/VETERANS PARK	76.61
	GRUMMERTS HARDWARE - STERLING	BATH TISSUE/PAPER TOWELS	82.98
	TERRACON CONSULTANTS	LIMESTONE CLEANUP	5,761.25
		PUBLIC PROPERTY	5,920.84
13	FIRE		
	CAPITAL ONE	CLEANERS/COFFEE/NAPKINS	115.47
	COMCAST	MONTHLY CHARGE	20.82
	COMCAST BUSINESS	MONTHLY CHARGES	56.94
		MONTHLY CHARGES	58.46
	NICOR	MONTHLY SERVICE	574.79
		FIRE	826.48
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
	SAUK VALLEY MEDIA	NOTICE/STRUCT DEMO BIDS	224.75
		BUILDING CODE DEMOLITION FUND	224.75
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	AIRGAS USA LLC	PROPANE	50.08
	ANIXTER INC	DISCONNECT METERS	36,000.00
		POLE MOUNTED LAN REPEATERS	1,300.00
		MODULES/LICENSE	39,840.00
	O'REILLY AUTOMOTIVE INC	BATTERIES//SOCKET	259.59
	HASTINGS FIBER GLASS PRODUCTS	SH TIP SUB ASSY	134.09
	IMEA	APRIL SAFETY TRAIN/HEARING PRO	500.00
	ACCURATE CALIBRATION SERVICES	CALIBRATION/CERTIFICATION	1,845.00
	COMCAST	MONTHLY CHARGE	29.75
	COMCAST BUSINESS	MONTHLY CHARGES	38.00
		MONTHLY CHARGES	39.01
	ALBAT PROGRAM	COURSE MATERIAL/ROSALEZ/RHODES	1,006.98
	GREAT WESTERN SUPPLY CO	TOWEL DISPENSER	53.75
	BOBCAT OF DIXON	EXCAVATOR/50 HR SERVICE	341.08
	TIM LILLY	OVERPYMT REFUND	112.15
	JEROME REIGER	OVERPYMT REFUND	105.00
		OPERATION & MAINTENANCE	81,654.48

INVOICES DUE ON/BEFORE 05/27/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
	CEC OF THE SAUK VALLEY INC	INSTALL VFD'S	240.00
	WILCO RENTAL	TANK	124.99
	MOORE TIRES INC.	TIRE REPAIR	35.94
	WM CORPORATE SERVICES INC	SLUDGE HAULING	1,448.17
	CAPITAL ONE	PRINTER PAPER	62.07
	USA BLUE BOOK	SODIUM HYDROXIDE	59.02
	COMCAST	MONTHLY CHARGE	20.82
	CINTAS CORPORATION	FIRST AID SUPPLIES	50.08
	LEE JENSEN SALES CO, INC.	CONFINED SPACE TRAINING	266.67
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
		OPERATION & MAINTENANCE	2,346.23
WATER FUND			
48	OPERATION & MAINTENANCE		
	GRUMMERT'S HARDWARE - R.F.	ROUNDUP	28.79
	STANDARD EQUIPMENT COMPANY	FLEX COUP/CLAMP	11.06
	CAPITAL ONE	CLEANERS/SOAP/PAPER TOWELS/SCR	107.76
	STERLING FENCE - GARAGE	CHAIN LINK FENCE REPAIR	1,212.30
	COMCAST	MONTHLY CHARGE	14.87
	CINTAS CORPORATION	FIRST AID SUPPLIES	40.63
	LEE JENSEN SALES CO, INC.	CREDIT	-400.00
		PRO-TEC TELESCOPING ADJ SPREAD	1,385.00
		CONFINED SPACE TRAINING	266.67
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	64.93
		UNIFORM/MATS/TOWEL SERVICES	25.54
	MURRAY & SONS EXCAVATING, INC	LANDSCAPING/WATERMAIN BREAKS	3,616.00
		FORM/POUR CURB	1,056.00
		OPERATION & MAINTENANCE	7,468.02
GARBAGE FUND			
50	GARBAGE		
	CLOUD NINE COMMUNICATIONS	CARE PLAN	790.00
		GARBAGE	790.00

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TIME: 13:47:22

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/27/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
	COMCAST	MONTHLY CHARGE	20.82
	COMCAST BUSINESS	MONTHLY CHARGES	38.00
		MONTHLY CHARGES	39.01
	SBM BUSINESS EQUIPMENT CENTER	INK PAD CREDIT	-22.36
		STAMP/INK PADS	26.65
		CUSTOMER SERVICE CENTER	102.12
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
	HELM MATERIALS	COLD PATCH	1,317.65
	COMPASS MINERALS AMERICA	BULK ICE CONTROL	3,930.19
		BULK ICE CONTROL	5,893.33
		BULK ICE CONTROL	5,879.22
		BULK ICE CONTROL	5,888.62
		BULK ICE CONTROL	1,961.57
		BULK ICE CONTROL	5,886.27
		BULK ICE CONTROL	5,887.06
		MOTOR FUEL TAX	36,643.91
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
	TRI-COUNTY OPP COUNCIL	UTIL DEP REF/415 LUKE LANE	284.00
	JENNIFER WHITE	UTILITY DEPOSIT REFUND	2.51
	CODY SPENCER	UTILITY DEPOSIT REFUND	50.00
	SARAH RICE	UTILITY DEPOSIT REFUND	68.89
		CUSTOMER UTILITY DEPOSITS	405.40
		TOTAL ALL DEPARTMENTS	146,560.19

INVOICES DUE ON/BEFORE 06/03/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	224.75	1,014.00
1095	TURNROTH SIGN CO, INC.	225.00	393.00
2796	U.S. CELLULAR	609.55	80.97
5235	WRCV-FM		84.00
771	PINNEY PRINTING CO	2,560.39	94.00
	TOURISM		1,665.97
GENERAL FUND			
01	ADMINISTRATION		
4110	CIRCUIT CLERK OF STEPHENSON CO	67.40	250.00
621	CIVIC PLUS	1,295.00	3,107.77
753	ROCK FALLS CHAMBER OF COMMERCE	1,500.00	500.00
	ADMINISTRATION		3,857.77
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	100.00	100.00
	CITY ADMINISTRATOR		100.00
04	BUILDING		
2797	MARK SEARING	40.00	40.00
	BUILDING		40.00
06	POLICE		
1448	IL DEPT OF INNOVATION &		398.43
1853	MOORE TIRES INC.	319.82	83.34
350	GISI BROS INC	2,330.74	68.94
364	GRUMMERTS HARDWARE - STERLING	82.98	82.98
4767	DOUG WOLBER		180.00
5032	COMCAST	467.75	6.33
5208	KALEEL'S		23.00
662	RAY O'HERRON CO., INC.		323.95
T0005448	TROTSKY INVESTIGATIVE POLYGRAP		165.00
	POLICE		1,331.97

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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/03/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
07	CODE HEARING DEPARTMENT		
T0005626	CHARLES POPEJOY		100.00
	CODE HEARING DEPARTMENT		100.00
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	31,814.91	18,728.94
1279	WILCO RENTAL	165.64	18.19
194	GRUMMERT'S HARDWARE - R.F.	1,232.58	78.34
4647	EKQUIST TRAILER SALES		11,352.00
4698	TWIN CITY CONSTRUCTION CO	115,693.43	233,947.12
5141	CINTAS CORPORATION	90.71	92.50
55	ARAMARK	609.98	132.39
	STREET		264,349.48
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	31,814.91	387.80
	PUBLIC PROPERTY		387.80
13	FIRE		
2747	KEN WOLF	40.00	94.32
3173	MUNICIPAL EMERGENCY SERVICES		1,481.86
4543	CRIS BOUWENS	40.00	40.00
4651	MOST PLUMBING & MECHANICAL LLC	4,045.00	418.40
4796	VERIZON WIRELESS	1,238.15	165.34
4902	MATT KOBEMAN		91.93
5032	COMCAST	467.75	17.00
5252	EWERS GARAGE INC		295.94
	FIRE		2,604.79
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
194	GRUMMERT'S HARDWARE - R.F.	1,232.58	12.58
	DOWNTOWN REDEVELOPMENT		12.58

INVOICES DUE ON/BEFORE 06/03/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	1,232.58	157.30
219	CRESCENT ELECTRIC	740.33	374.12
2451	MENARDS		99.96
283	ANIXTER INC	87,700.00	1,500.00
34	ALTORFER INC.	1,208.56	3,089.00
4207	O'REILLY AUTOMOTIVE INC	450.38	17.93
4215	POWER LINE SUPPLY	2,261.86	101.64
4544	UPS		52.75
4995	CLOUDPOINT GEOSPATIAL	6,700.00	1,983.34
5040	SIMMERS CRANE DESIGN & SERVICE		4,337.50
5071	MILLENNIUM		245.56
5141	CINTAS CORPORATION	90.71	80.13
5332	TYNDALE	961.65	660.75
5343	QP TESTING		8,700.39
631	MURRAY & SONS EXCAVATING, INC	18,272.00	2,664.00
T0005627	CHASE GILLETTE		540.00
T0005630	SARAH TYLER		25.50
T0005632	BENJAMIN FOLGERS		500.00
	OPERATION & MAINTENANCE		25,129.87
IT FUND			
22	IT FUND		
1493	WILLIAM & MARY COMPUTER CENTER	12,924.50	273.50
	IT FUND		273.50
SEWER FUND			
38	OPERATION & MAINTENANCE		
4210	NCL OF WISCONSIN		276.46
4529	RAYNOR DOOR AUTHORITY		412.00
4796	VERIZON WIRELESS	1,238.15	76.02
4995	CLOUDPOINT GEOSPATIAL	6,700.00	1,983.33
5283	RHINO INDUSTRIES INC		1,565.00
5302	SHAE SMITH		173.60
5319	MATT TROTTER		166.40
5325	LOU'S GLOVES INC		256.40
	OPERATION & MAINTENANCE		4,909.21

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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/03/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
2379	STANDARD EQUIPMENT COMPANY	2,456.66	4,379.10
	WATER		4,379.10
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	1,232.58	62.43
2379	STANDARD EQUIPMENT COMPANY	2,456.66	1,796.24
2718	TOM ROWZEE	810.00	297.50
34	ALTORFER INC.	1,208.56	12.38
4707	KIMBALL MIDWEST		145.00
4796	VERIZON WIRELESS	1,238.15	38.01
4995	CLOUDPOINT GEOSPATIAL	6,700.00	1,983.33
5110	KUNES COUNTRY AUTO GROUP	1,088.33	894.09
5337	PACE ANALYTICAL SERVICES LLC		616.00
55	ARAMARK	609.98	81.75
631	MURRAY & SONS EXCAVATING, INC	18,272.00	6,518.00
T0005632	BENJAMIN FOLGERS		500.00
	OPERATION & MAINTENANCE		12,944.73
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	45,627.57	207.50
	GARBAGE		207.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	3,500.00	3,500.00
	CUSTOMER SERVICE CENTER		3,500.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
1023	WILLETT, HOFMANN & ASSOCIATES	31,814.91	269.80
5183	COMPASS MINERALS AMERICA	49,003.92	7,890.18
	MOTOR FUEL TAX		8,159.98

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/03/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005628	PAVIDA PRATUMRAT		86.03
T0005629	JENNY CROW		544.37
T0005630	SARAH TYLER		274.93
T0005631	VALARIE HOLLOWAY		101.99
	CUSTOMER UTILITY DEPOSITS		1,007.32
	TOTAL ALL DEPARTMENTS		334,961.57

CITY OF ROCK FALLS

RESOLUTION NO. 2022-881

**RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT
OF SUBDIVISION OF BENCHMARK PHASE 3-C**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2022

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls, Illinois, this _____ day of _____, 2022.

**RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT
OF SUBDIVISION OF BENCHMARK PHASE 3-C**

WHEREAS, Ronald G. Gerken (“Gerken”) is the owner of an approximately 15.676 acre parcel of real estate within the City of Rock Falls, with PIN: 11-26-326-005 (the “Farm Parcel”); and

WHEREAS, Gerken has submitted a petition (the “Petition”) to the City in order to subdivide the Farm Parcel in accordance with that certain Plat of Subdivision attached hereto as Exhibit A (the “Plat”); and

WHEREAS, on May 26, 2022, the Planning and Zoning Commission of the City held a meeting for the purposes of considering the Petition and recommended the approval of the Petition as it relates to both the preliminary and final Plats submitted therewith; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) have considered both the Petition and the recommendation of the Planning and Zoning Commission, and have determined it to be in the best interests of the City and its residents to authorize and approve the Petition as it relates to both the preliminary and final Plats.

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 Petition for the subdivision of the Farm Parcel pursuant to the Plat is hereby approved.

SECTION 3: The Mayor, City Clerk and any other necessary officer of the City are hereby authorized to execute and attest the Plat and such other documents as may be necessary to effectuate the subdivision of the Property as herein authorized.

SECTION 4: 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 5: All Resolutions, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

SECTION 6: 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 _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

(attach Plat)

ORDINANCE NO. 2022-2573

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK FALLS, ILLINOIS

SECTION I

That the following sums of money, or as much thereof as may be authorized by law, to defray expenses and liabilities of the City of Rock Falls, be and the same are hereby appropriated for corporate purposes and object of said City of Rock Falls hereinafter specified for the Fiscal Year beginning May 1, 2022 and ending April 30, 2023.

Appropriated

Administration:

Elected Officials Salaries	51,600.00
Mayor's Expenses	2,000.00
Information Technology Expense	1,671.00
Hotel/Motel Admin Fee Expense	2,500.00
Print Pub Ordinance/Notice	200.00
Codification of Ordinances	6,000.00
Policy Manual Compliance	5,476.00
Dues/Sub/Publications	1,100.00
Office Expense	1,600.00
Meetings/Seminars/Schools	1,000.00
Telephone Expense	1,000.00
Legal & Prof. Expense	68,560.00
Auditing Expense	22,500.00
Bad Debt Expense	600.00
Insurance Exp. - General	257,279.00
Property Acquisition	54,309.00
Miscellaneous Expense	1,000.00
RF Chamber Gen. Ofc Expense	6,000.00
Union Drainage Tax	5,000.00
Contingency	48,939.00
Total Administration	<u><u>\$538,334.00</u></u>

City Administrator:

Salary/Wages	99,334.00
Vehicle Allowance	1,800.00
IMRF	7,640.00
Social Security	6,159.00
Medicare	1,440.00
Office Expense	1,000.00
Information Technology Expense	1,671.00
Mtgs-Sem-Conf-School	1,000.00
Telephone	1,974.00
Insurance Expense Employee	24,565.00
Miscellaneous Expense	300.00
Contingency	14,688.00
Total City Administrator	<u><u>\$161,571.00</u></u>

Planning/Zoning:

Print/Publishing Ord/Notices	200.00
Dues/Sub/Publications	275.00
Postage & Office Supplies	750.00
Meetings/Seminars/Conferences/Schools	450.00
Legal & Professional Expense	2,500.00
Contingency	417.00
Total Planning/Zoning	<u><u>\$4,592.00</u></u>

Building Department:

Salary/Wages	181,179.00
Dues/Subscriptions/Publications	1,000.00
Office Expense	5,500.00
Public Awareness	400.00
Overtime	200.00
Meetings/Seminars/Schools	1,500.00
Vehicle Gas & Oil	2,000.00
Vehicle Maint. & Operation	1,500.00
Emergency Building Inspection	250.00
Telephone Expense	1,600.00
Legal Expense	2,000.00
Insurance Expense Employee	93,461.00
Information Technology Expense	2,012.00
Miscellaneous Expense	500.00
Contingency	29,310.00
Total Building Department	<u><u>\$322,412.00</u></u>

Business Office:

Salary/Wages	147,694.00
Dues/Subscriptions/Publications	1,300.00
Office Expense	20,154.00
Information Technology Expense	2,642.00
Meetings/Seminar/Conference	150.00
Telephone Expense	1,226.00
Insurance Expense - Employee	34,111.00
Miscellaneous Expense	250.00
Contingency	20,752.00
Total Business Office	<u><u>228,279.00</u></u>

Police Department:

Non-Sworn Wage	123,864.00
Overtime/Sworn	45,000.00
Overtime - Non-Sworn	200.00
Insurance Employee	359,022.00
ICMA-RA Contribution	6,122.00
Sworn Police Wages	1,505,403.00
Sev. Bonus Sick Pay	3,000.00
Education Pay	8,700.00
New Cars	46,102.00
Dues/Sub./Publ.	4,680.00
Postage/Office Supp.	7,220.00
New Equipment	14,900.00
R & M - Equipment	6,125.00
Contrib to Police Pens.	654,876.00
Commissioner's Expenses	7,785.00
R & M - Building	16,100.00
Rabies Control	7,000.00
Radio Expense	5,000.00
Telephone Expense	7,800.00
Service Contracts	45,876.00
Mtgs/Conf/Sem/Sch	15,000.00
Vehicle Gas & Oil	30,000.00
Veh Oper./Maint.	20,000.00
Firearms Training	11,200.00
Utilities	12,920.00
Heating Gas Expense	1,500.00
Legal & Prof. Exp.	3,000.00

Community Policing	1,000.00
Sex Offender Registration Expense	2,000.00
Printing	1,500.00
Police Supplies	1,000.00
Uniform Expense	18,225.00
Janitor Supplies	1,000.00
Police Investigation	6,800.00
Towing	2,000.00
Physicals	260.00
Safety Expense	2,000.00
Misc Exp.	500.00
Dispatch Consolidation	180,000.00
Information Technology	16,263.00
Police Training Academy	3,800.00
Contingency	320,474.00
Total Police Department	<u><u>\$3,525,217.00</u></u>

Code Hearing Department:

Office Supplies	2,500.00
Monthly Software License	11,400.00
Legal Expenses	500.00
Professional Expenses	9,000.00
Miscellaneous Expense	1,000.00
Contingency	2,440.00
Total Code Hearing Department	<u><u>26,840.00</u></u>

Street Department:

Overtime	20,000.00
Grounds Maintenance	5,000.00
Sidewalk Repairs	50,000.00
Salaries	335,841.00
Insurance-Employee	91,867.00
Postage & Office Sup.	250.00
New Equipment	12,000.00
Repair & Maint Equip.	20,000.00
Snow Removal/Meals	500.00
Information Technology	4,415.00
Alarm Expense	2,350.00
Sign Material	5,000.00
Loan/Principal	32,446.00
Loan/Interest	5,517.00
Radio Expense	250.00
Bldg Maint. & Repair	5,000.00
Vehicle Gas & Oil	15,000.00
Veh. Operation & Maint.	25,000.00
Tree & Stump Removal	7,500.00
Paint & Painting Sup.	10,000.00
Utilites	8,360.00
Telephone Expense	4,000.00
Heating Gas Expense	3,500.00
Legal & Professional Exp	1,000.00
Sales tax project-Infrast.	1,202,000.00
Engineering/Sales Tax Project	50,000.00
Barricade Expense	500.00
Uniform Expense	1,100.00
Janitor Supplies	4,000.00
Small Tools	1000.00

Supplies	500.00
Physicals	375.00
Safety Expense	2,500.00
Miscellaneous Expense	3,000.00
Contingency	192,977.00
Total Steet Department	<u>2,122,748.00</u>

Public Property:

Heater & A/C Repairs	3,000.00
Grounds Maintenance	1,000.00
New Equipment	500.00
Repair & Maint. Equipment	1,000.00
Bldg. Maint & Repairs	10,000.00
Community Building - R & M	5,000.00
Library - R & M	5,000.00
City Parks - R & M	5,000.00
Equipment Gas & Oil	200.00
Utilities	56,650.00
Fire Alarm Service Expense	1,000.00
Heating Gas Expense	2,500.00
Schmitt Property	5,000.00
Hallman Property	5,000.00
Janitors Supplies	1,400.00
Miscellaneous Expense	500.00
Volunteer Projects	5,000.00
Emerald Ash Borer/Misc Exp	5,600.00
Contingency	11,335.00
Total Public Property	<u>124,685.00</u>

Fire Department:

Fire Investigation	50.00
Overtime	80,000.00
Insurance-Employee	238,820.00
ICMA-RA Contribution	7,274.00
Paid on Call Firemen	8,000.00
Holiday/Vacation Pay	41,208.00
Sworn Fire Salaries/Wages	890,713.00
Severance/Bonus Sick Pay	500.00
Fire Pension	495,163.00
New Cars	34,236.00
Dues/Subscription/Pubs	9,000.00
Postage & Office Supplies	3,000.00
New Equipment	14,300.00
R & M Equipment	14,250.00
ESDA R & M Equipment	530.00
Commissioner's Expenses	10,285.00
Fire Truck/Principal	76,096.00
Radio Expense	3,000.00
Telephone Expense	5,500.00
R & M Building	10,000.00
Meetings/Seminars/Schools	15,000.00
Interest Expense	14,215.00
Vehicle Gas & Oil	12,000.00
Vehicle Operation & Maint.	25,000.00
Utilities	12,750.00
Heating Gas	5,000.00
Legal & Professional Exp	2,500.00
Uniform Expense	6,000.00
Janitors Supplies	1,500.00
Fire Supplies & Chemicals	2,500.00

Physicals	500.00
Safety Expense	2,500.00
Micellaneous Expense	1,000.00
Information Technology	2,919.00
Training Materials	8,300.00
Public Education Materials	250.00
Consolidated Dispatch	180,000.00

Contingency	223,385.00
Total Fire Department	<u><u>\$2,457,244.00</u></u>

Total General Fund Expenses **\$9,511,922.00**

**Fiscal Year 2023
ANTICIPATED REVENUE
GENERAL FUND**

Corporate	206,620.00
Road & Bridge	60,000.00
Police Protection	61,986.00
Fire Protection	61,986.00
Audit	20,000.00
Police Pension	654,876.00
Fire Pension	495,163.00
Emergency Vehicle	57,270.00
Rural Fire Protection Tax	275,000.00
State Income Tax	1,162,784.00
State Use Tax	329,587.00
State Sales Tax	1,230,000.00
Non-Home Rule Sales Tax	810,000.00
Street Maintenance	19,000.00
Cannabis Excise Tax	17,138.00
Health Insurance Reimbursement	130,660.00
Interest	2,500.00
Liquor Licenses	75,000.00
Other Licenses	15,000.00
Building Permits	25,000.00
Inspection Fees	10,000.00
Contractors Registration	10,000.00
Cablevision Franchise	120,000.00
Simplified Tele. Maint. Fee	125,000.00
Natural Gas Utility Tax	120,000.00
Fines	30,000.00
Police Reports	1,000.00
Code Hearing Income	36,400.00
Tourism Office Rent	12,000.00
Tourism Administration Fees	15,750.00
Capital Cost Recovery	450,000.00
Rent/Utility Office	48,786.00
Nicor Franchise	15,500.00
Grant Funds	90,000.00
Charitable Games	3,000.00
Sex Offender Registration	2,500.00
Video Gaming	300,000.00
Bail/Warrant Fees	22,000.00
Emergency Rescue	14,000.00

Non Resident Emergency Response Fee	1,000.00
Contributions Water, Electric & Sewer	397,271.00
Miscellaneous	45,000.00
Wireless tower	10,000.00
Utility Service Partners Royalty	5,500.00
Transfer /Work Comp & Gen Liab	230,000.00
Hallman Rental Income	20,000.00
Transfer from Reserves	<u>1,667,645.00</u>
Total General Fund Anticipated Revenue	<u><u>\$9,511,922.00</u></u>

Toursim Fund:	
Administrative Expense	\$11,750.00
Salary/Wages	\$76,511.00
Rent	\$12,000.00
Dues/Subscriptions/Publications	\$8,000.00
Bike Share Expenses	\$3,000.00
Office Expense	\$5,464.00
Information Technology Expense	\$2,727.00
Meetings/Seminars/Training	\$2,378.00
Vehicle Gas & Oil	\$400.00
Vehicle R & M	\$500.00
Telephone Expense	\$1,549.00
Legal/Professional Fees	\$2,000.00
Audit Expense	\$2,250.00
Social Security Tax Expense	\$4,743.00
IMRF Expense	\$5,884.00
Insurance Expense - Health	\$9,605.00
Insurance Expense - General	\$5,795.00
Medicare Tax Expense	\$1,095.00
Miscellaneous Expense	\$1,000.00
Façade Grant	\$10,000.00
Grants/Sponsorship	\$10,000.00
Advertising/PR	\$38,000.00
Events	\$45,000.00
Contingency	\$25,965.00
TOTAL	\$285,616.00

**Fiscal Year 2023
ANTICIPATED REVENUE
TOURISM FUND**

Hotel/Motel Taxes	\$250,000.00
Bike Share Revenue	\$1,000.00
Interest Income	\$1,000.00
Health Insurance Reimbursement	\$1,921.00
Sponsorship Revenue	\$18,000.00
Miscellaneous Revenue	\$3,000.00
Transfer from Reserves	\$10,695.00
	\$285,616.00

Electric Fund:	
IT Expense	32,500.00
Fiber Optic Project	15,000.00
GIS Expense	40,000.00
Land Lease/Permits	6,500.00
Maintenance Gen-Sets	97,000.00
Generation Station & Equip Repairs	204,000.00
Overtime	73,300.00
Salary/Wages	1,221,300.00
Employee Training Program	15,812.00
Generation Penalties	1,000.00
Dues/Subscription/Publications	1,000.00
Postage & Office Supplies	2,500.00
Hydro Plant Maintenance	493,500.00
Equipment Rental	10,000.00
R & M Equipment	10,700.00
Capital Cost Recovery Expense	3,880.00
Maint. & Rep. SCADA/GIS Maint.	38,200.00
Contrib-City Administrator Fund	85,182.00
Contrib-General Fund	5,000.00
Maint. Overhead System Expense	60,000.00
Tree Trimming	155,700.00
Meter Hookups/Trouble Calls	6,500.00
Storm Trouble	10,000.00
Station Equip/Building Repair	135,000.00
R & M Traffic Signals	17,000.00
Meetings/Seminar/Conf/ Schools	11,500.00
Transformer Testing/Disposal	15,000.00
Vehicle Gas & Oil	25,000.00
Vehicle Operation & Maint.	28,000.00
Seasonal Decorations	25,000.00
Genset Fuel Purchase	100,000.00
Street Light Maint.	15,000.00
Electric Expense	93,000.00
Sewer Expense	2,000.00
Water Expense	3,100.00
Purchase Power-IMEA	5,711,397.00
Land/Cell Phones	21,650.00
Municipal Utility Tax-Excise Tax Exp	1,700.00
Legal Expense	25,000.00
Auditing Expense	9,000.00
Engineering Expense	50,000.00
Cash Over/Short	100.00
New Vehicle Principal/Interst	136,557.00
Electric Excise Tax-Illinois	211,778.00
Bad Debt Expense	24,456.00
Social Security Tax	80,265.00
IMRF Pension	99,555.00
Insurance Expense-Employee	142,589.00
Insurance Expense-General	287,097.00
Medicare Tax	18,772.00
J.U.L.I.E.	697.00
Utility Office Expense	251,433.00
City Uniforms	13,354.00
Tools	14,500.00
Safety Supplies	21,500.00
Physicals	400.00
CDL Drug/Alcohol Test	1,500.00
Miscellaneous Expensese	3,000.00
Marketing Expense	3,000.00

Electric Usage General Fund	100,000.00
Bond Payments	521,700.00
Capital Projects	1,050,000.00
Contingency	1,185,917.00
Total Electric Department	<u><u>\$13,045,091.00</u></u>

**Fiscal Year 2023
ANTICIPATED REVENUE
Electric Fund**

Employee Health Insurance Reimbursement	25,212.00
Interest	17,000.00
Residential Revenue	6,239,672.00
Commercial Revenue	2,339,494.00
Municipal Revenue	992,654.00
General Service Revenue	1,553,522.00
Capacity Component Credit	131,500.00
Fuel Reimbursement Credit	100,000.00
Generation Payment Credit	285,432.00
Purchase Power Adjustment	269,687.00
Urban Lights	47,000.00
State Electric Excise Tax	211,778.00
Renewable Energy Income	60,000.00
Penalties	48,578.00
Pole Attachment	26,500.00
Rehook Fees	13,500.00
Traffic Signal Reimbursement	15,000.00
Sale of Material/Junk	1,000.00
Miscellaneous	15,000.00
Transfer from Reserves	652,562.00
Total Electric Fund Revenues	<u><u>13,045,091.00</u></u>

IT Fund:	
New Equipment	63,877.00
Maintenance Contracts	57,200.00
R & M Equipment	4,000.00
IT	22,028.00
Contingency	14,710.00
	<u>161,815.00</u>

**Fiscal Year 2023
ANTICIPATED REVENUE
IT Fund**

Tourism Revenue	2,726.00
Administration Revenue	1,671.00
City Administrator Revenue	1,671.00
Building Department Revenue	2,012.00
Business Office Revenue	2,642.00
Police Department Revenue	16,227.00
Street Department Revenue	1,415.00
Fire Department Revenue	2,919.00
Electric Department Revenue	21,463.00
Sewer Department Revenue	4,187.00
Water Department Revenue	7,372.00
Utility Office Revenue	7,800.00
Miscellaneous Income	75,000.00
Transfer from Reserves	14,710.00
	<u>161,815.00</u>

Fiber Optic Broadband

Bond Payment/Principal & Interest	\$266,770.00
Repayment of Loan to Sewer/Water	<u>\$38,500.00</u>
Total Fiber Optic Broadband	<u><u>\$305,270.00</u></u>

**Fiscal Year 2023
ANTICIPATED REVENUE
Fiber Optic Broadband**

Surf Air Monthly Payments	\$287,296.00
Franchise Payments	<u>\$18,000.00</u>
Total Fiber Optic Broadband Revenues	<u><u>\$305,296.00</u></u>

Sewer Fund:	
Lab Apparatus and Reagents	26,500.00
GIS/IT Technician	40,800.00
Land Lease Permits	15,000.00
Storm Sewer R&M	25,000.00
Salary/Wages	381,882.00
Overtime	25,543.00
Dues & Subscription/ Publications	2,000.00
Postage & Office Supplies	1,700.00
Equipment Rental	1,000.00
R & M equipment	150,000.00
Capital Cost Recovery	10,000.00
Information Technology	11,048.00
R & M Lift Stations	70,000.00
R & M Buildings	30,000.00
Alarm System Expenses	3,500.00
Meetings/Schools/Seminars	8,000.00
Other Gas & Oil	7,500.00
Vehicle Gas & Oil	22,800.00
Vehicle O&M	43,200.00
Sludge Hauling/Disposal	49,700.00
Sanitary Sewer R&M	65,000.00
Iron Analysis/Sludge samples	3,900.00
Computer/Software	13,187.00
Chemicals	36,210.00
Electric Expense	235,000.00
Sewer Expense	7,000.00
Telephone	6,800.00
Utility Tax Expense	6,000.00
Heating Gas Expense	48,000.00
Legal and Professional Expense	20,000.00
Auditing Expense	4,500.00
Engineering Expense	31,000.00
Bad Debt Expense	20,000.00
Social Security Tax Expense	25,261.00
IMRF Expense	39,724.00
Insurance Expense-Employee	75,099.00
Insurance Expense-General	123,200.00
Medicare Expense	5,908.00
J.U.L.I.E. Expense	2,000.00
Property Taxes (Farm Land)	2,200.00
Utility Office Exp-Sewer Share	62,858.00
Uniform Expense	3,000.00
Small Tools	6,000.00
Supplies	5,000.00
Physicals	500.00
Safety Expense	6,000.00
Miscellaneous Expense	15,000.00
Contribution To Other Funds	58,796.00
EPA Loan Payable	1,034,490.00
Bond Payable	139,850.00
Storm Sewer Repair/Extensions	20,000.00
Sanitary Sewer Repair/Extensions	20,000.00
Plant & Property	405,500.00
New Equipment	35,000.00
Contingency	350,715.00
Sewer Fund Total	\$3,857,871.00

Fiscal Year 2023
ANTICIPATED REVENUE
Sewer Fund

Interest Income	10,000.00
Residential Revenue-Billed	1,405,719.00
Commercial Revenue-Billed	328,610.00
Industrial Revenue-Billed	73,025.00
Municipal Revenue-Billed	18,256.00
Capital Improvements-Billed	292,392.00
Sewer Plant Improvements-Billed	1,285,200.00
Penalties-Billed	25,000.00
Hook-Up Fees/New Service	500.00
Sewer/Septic Disposal	2,000.00
Employee Health Insurance Reimbursement	12,130.00
Miscellaneous Income	12,000.00
Transfer from Reserves	393,039.00
Total Sewer Fund Revenues	<u><u>\$3,857,871.00</u></u>

Water Fund:	
R&M Wells, Pumps, & Motors	40,000.00
R&M filters and Backwash	6,000.00
Lab Supplies & Equip	5,500.00
Cross connection	500.00
IT	7,373.00
GIS	45,000.00
Public Notification	2,000.00
Alarm expense	4,000.00
Salary / Wages	386,291.00
Overtime	18,000.00
Dues/Subscription/ Publication	2,500.00
Postage & Office Supplies	3,000.00
Equipment Rental	2,500.00
R&M equipment	5,000.00
Capital Cost Recovery	3,500.00
R&M Hydrants	6,000.00
Leak Detection	5,000.00
R&M Distribution	130,000.00
Remove and Set meters	50,000.00
R&M Structures & Buildings	8,000.00
Meetings/Seminars/Schools	2,000.00
Groundwater Protection Exp	500.00
Vehicle Gas & Oil	15,000.00
Vehicle O&M	15,000.00
Backhoe Expense.	8,000.00
Gen. Plant/ Operating Exp.	25,000.00
Water Analysis (PDC)	10,000.00
R&M Towers	5,000.00
Chemicals	15,000.00
Electric Expense	83,000.00
Sewer Expense	3,500.00
Water Expense	1,000.00
Telephone Exp.	16,000.00
Utility Tax Exp.	2,000.00
Heating Gas Expen.	8,000.00
Legal and Prof. Exp	7,000.00
Auditing Exp.	4,500.00
Bad Debt Expense	12,000.00
Social Sec.	25,066.00
IMRF Exp.	31,090.00
Ins. Exp. (Employee)	78,283.00
Ins. Exp. (General)	53,821.00
Medicare Tax Expense	5,862.00
J.U.L.I.E	2,000.00
Barricade Exp.	1,000.00
Customer Service Budget	62,858.00
Uniform exp.	6,500.00
Small Tools	2,000.00
Supplies	2,000.00
Physicals	500.00
Safety exp.	5,000.00
Miscellaneous	3,000.00
Contribution Gen. Fund	58,795.00
Loss	30,000.00
IEPA Revolving loan	42,640.00
Bonds Payable	86,625.00
Distribution Lines	71,000.00
Plant & Property	108,078.00

Contingency
Total Water Fund

163,878.00
\$1,802,660.00

Fiscal Year 2023
ANTICIPATED REVENUE
Water Fund

Interest Income	2,000.00
Residential Revenue-Billed	934,527.00
Commercial Revenue-Billed	253,661.00
Industrial Revenue-Billed	115,610.00
Municipal Revenue-Billed	30,322.00
Capital Improvements-Billed	191,618.00
Debt Service-Billed	266,280.00
Water Tower Rental	6,600.00
Penalties	14,117.00
Hook-up Fees/New Service	2,000.00
Rehook Up Fees	14,585.00
Sale of Material/Junk	1,500.00
Employee Health Insurance Reimbursement	17,313.00
Miscellaneous Income	4,000.00
Total Water Fund Revenues	<u>\$1,854,133.00</u>

Garbage Fund:	
Postage & Office Supplies	\$50.00
Garbage Collection Expense	\$571,238.00
Bulk Stickers	\$5,000.00
Recycling Center	\$10,000.00
Legal & Professional Expense	\$500.00
Auditing Expense	\$2,250.00
Utility Office Expense	\$41,906.00
Miscellaneous Expense	\$5,000.00
Contribution to General Fund	\$79,197.00
Bad Debt	\$1,500.00
Contingency	\$71,664.00
Total Garbage Fund	\$788,305.00

**Fiscal Year 2023
ANTICIPATED REVENUE
Garbage Fund**

Interest Income	500.00
Residential Revenue	721,500.00
Penalties	3,000.00
Sale of Yard/Bulk Waste Stickers	2,500.00
Transfer from Reserves	60,805.00
Total Garbage Fund Revenues	788,305.00

Customer Service Center:	
Overtime	500.00
IT Expense	7,800.00
Vehicle Allowance	1,200.00
Salary/Wages	203,771.00
Rent	48,786.00
Printed Materials	6,200.00
Office Supplies	3,500.00
Postage	43,285.00
Maintenance	3,000.00
Information Technology	20,300.00
Lease Expense	5,760.00
Radio R & M	150.00
Schools, Mtgs & Seminars	4,500.00
Phone Service	960.00
Legal Expense	3,000.00
Credit Card Bank Fees	22,800.00
Payment Service Network Fees	4,200.00
Online Utility Services	2,700.00
Collection Expense	1,500.00
Soc. Sec. Tax Exp.	12,634.00
IMRF Expense	15,670.00
Insurance Expense-Employee	31,680.00
Medicare Tax Expense	2,955.00
Physicals	500.00
Miscellaneous	500.00
Contingency	44,785.00
Total Customer Service Center	<u><u>\$492,636.00</u></u>

**Fiscal Year 2023
ANTICIPATED REVENUE
Customer Service Center**

Electric Fund Contribution	251,433.00
Water Fund Contribution	62,858.00
Sewer Fund Contribution	62,858.00
Garbage Fund Contribution	41,906.00
Credit Card Convenience Fee	21,800.00
Employee Insurance Reimbursement	6,996.00
Transfer from Reserves	44,785.00
Total Customer Service Center Revenues	<u><u>\$492,636.00</u></u>

Police/Fire Pension Funds:	
Police Pension	8,000.00
Fire Pension	8,000.00
TOTAL	\$16,000.00

ANTICIPATED REVENUE-POLICE/FIRE PENSIONS:	
Replacement Tax-Police Pension	8,000.00
Replacement Tax-Fire Pension	8,000.00
TOTAL	\$16,000.00

Social Security/Medicare/IMRF:	
Social Security	59,999.00
Medicare	48,286.00
IL Municipal Retirement	69,834.00
Contingency	17,811.00
TOTAL	\$195,930.00

ANTICIPATED REVENUE SOCIAL SECURITY/MEDICARE/IMRF	
Property Taxes	175,988.00
Replacement Taxes	28,000.00
Interest Income	200.00
TOTAL	\$204,188.00

Drug Fund	
DRUG Fund Expenses	\$6,000.00
Contingency	\$600.00
TOTAL	\$6,600.00

ANTICIPATED REVENUE	
DRUG Fund Fines	14,000.00
K-9 Contributions	12,000.00
TOTAL	\$26,000.00

DUI Fund	
DUI Fund Expenses	\$2,000.00
Miscellaneous Expenses	\$2,000.00
Contingency	\$400.00
TOTAL	\$4,400.00

ANTICIPATED REVENUE	
DUI Fund Fines	10,000.00
Total	\$10,000.00

Tobacco Grant Fund	
Tobacco Grant Fund Expenses	\$500.00
Contingency	\$50.00
Total	\$550.00

ANTICIPATED REVENUE	
Transfer from Reserves	\$550.00
Total	\$550.00

Tax Increment Financing

Downtown TIF Expenses	2,500.00
Bond Payment	143,700.00
Contingency	14,620.00
TOTAL	\$160,820.00

ANTICIPATED REVENUE

Downtown TIF Property Taxes	160,000.00
RB&W Memorial Fund	3,000.00
Interest Income	500.00
Micellaneous Income	1,000.00
TOTAL	\$164,500.00

Workers Comp/General Liability

Operating Transfer Out	257,279.00
TOTAL	\$257,279.00

ANTICIPATED REVENUE

Property Taxes	269,405.00
TOTAL	\$269,405.00

Employee Health Insurance

Health Insurance Expenses	1,200,000.00
Contingency	120,000.00
TOTAL	\$1,320,000.00

ANTICIPATED REVENUE

Payroll Transfers-Health Ins	1,200,000.00
Payroll Transfers-Flexible Spending	14,000.00
Employee Reimbursement	194,232.00
TOTAL	\$1,408,232.00

Demolition Fund

Office Expense	\$500.00
Mowing/Weed Expense	\$15,000.00
Lien Filing Expense	\$1,000.00
Demolition Expense	\$70,000.00
Improvements	\$20,000.00
Legal & Professional Expense	\$20,000.00
Miscellaneous Expense	\$1,000.00
Contingency	\$12,750.00
TOTAL	\$140,250.00

ANTICIPATED REVENUE

Sale of Property	\$15,000.00
Grant Funds	\$90,000.00
Weed Lien Payment	\$500.00
Transfer from Reserves	\$34,750.00
TOTAL	\$140,250.00

INDUSTRIAL DEVELOPMENT

Printing & Publishing Ordin/Notices	100.00
Postage & Office Supplies	100.00
Meetings/Seminars/Schools	500.00
Legal & Professional Expense	5,000.00
Miscellaneous Expense	1,000.00
Contingency	670.00
TOTAL	\$7,370.00

ANTICIPATED REVENUE

Interest Income	50.00
Lease of Land	800.00
Transfer from Reserves	6,520.00
TOTAL	<u>7,370.00</u>

Motor Fuel Tax

MFT Expenditures	2,950,682.00
Engineering Expenses	100,000.00
Contingency	305,068.00
TOTAL	<u>3,355,750.00</u>

ANTICIPATED REVENUE

MFT Allotment	394,164.00
Interest Income	1,000.00
STU Funds	1,588,862.00
Transfer from Reserves	1,371,724.00
TOTAL	<u>3,355,750.00</u>

TOTAL SPECIAL REVENUE FUNDS **\$5,464,949.00**

TOTAL APPROPRIATIONS **\$35,716,135.00**

SECTION II

That any unexpected balance of any item of any appropriation made by this ordinance may be expended in making up an insufficiency in any other item of appropriation made by this ordinance.

SECTION III

That this ordinance shall be in full force and effect from and after its passage and approval by the Corporate Authorities and shall be published in pamphlet form as provided under the statute of the law.

Passed and approved by the Rock Falls City Council this _____ day of _____, 2022.

Rod Kleckler, Mayor

ATTEST:

Pamela Martinez, City Clerk

CERTIFICATE OF APPROPRIATION ORDINANCE

IN ACCORDIANCE WITH P.A. 83-881

The undersigned, being the Clerk and Chief Fiscal Officer respectively, of the taxing district hereinafter named, do hereby certify that attached hereto is a true and correct copy of the Appropriation Ordinance No. 2022-2572 of said district for its 2023 fiscal year, adopted June _____, 2022.

We further certify that the estimate of revenues, anticipated to be received by said taxing district, either set forth in said ordinance as "Estimated Receipts" or attached hereto by separate document, is a true statement of said estimate.

This certificate is made and filed pursuant to the requirements of Public Act 83-881 (Sec. 643 of the Revenue Act as amended) and on behalf of the City of Rock Falls, Whiteside County, Illinois.

Dated: June _____, 2022.

Michelle K. Conklin, Deputy City Clerk

Seal:

Kay Abner, Treasurer

ORDINANCE NO. 2022-2574

AN ORDINANCE AMENDING
THE WHITESIDE CARROLL ENTERPRISE ZONE
WITHIN THE ILLINOIS COUNTIES OF WHITESIDE AND CARROLL

SAID ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE MUNICIPALITIES OF STERLING, ROCK FALLS, MILLEDGEVILLE, MORRISON, FULTON, PROPHETSTOWN, LYNDON, SAVANNA, TAMPCO, THOMSON, AND MT. CARROLL, AND THE COUNTIES OF WHITESIDE AND CARROLL

WHEREAS, the Rock Falls City Council did adopt Ordinance No.2016-2285, "An Ordinance Establishing an Enterprise Zone within the Counties of Whiteside and Carroll, Illinois, said Enterprise Zone encompassing contiguous portions of the Municipalities of Sterling, Rock Falls, Milledgeville, Morrison, Fulton, Prophetstown, Lyndon, Savanna, Tampico, Thomson, and Mt. Carroll, and the Counties of Whiteside and Carroll"; and

WHEREAS, said Ordinance did contain a precise description of the area to be contained within the Enterprise Zone; and

WHEREAS, said Ordinance did provide for the inclusion of any areas subsequently certified from time to time by the State of Illinois as part of the Enterprise Zone; and

WHEREAS, said Ordinance did contain a description of incentives available in the Whiteside Carroll Enterprise Zone; and

WHEREAS, the Municipalities of Sterling, Rock Falls, Milledgeville, Morrison, Fulton, Prophetstown, Lyndon, Savanna, Tampico, Thomson, and Mt. Carroll, and the Counties of Whiteside and Carroll desire to submit an application to the State of Illinois, Department of Commerce and Economic Opportunity, seeking to amend **Section 3; Administration Fees**; and

NOW, THEREFORE BE IT ORDAINED that the Rock Falls City Council hereby amends Ordinance No. 2016-2285, and subsequent amendments by amending **Section 3: Administration Fees**; As allowed by the Act, The Zone Administrator is hereby authorized to charge an Application Fee from the Applicant equal to .5% (1/2%) of the documented total project cost, and as allowed by the Act, an Administration Fee from the Applicant for the issuance of Building Material Exemption Certificate (BMEC) for Construction Materials incorporated into the real estate property in order to help offset the management and operational cost associated with the administration of the Zone. Said fee shall be equal to .5 percent (1/2%) of the documented cost of the building materials for each project up to a maximum of \$50,000 per certificate. In addition, all Addition of Territory requests will be charged a non-refundable \$5,000 Addition of Territory Application Fee from the Applicant; and does authorize the submission to the IDOR seeking to certify the amended **Section 3; Administration Fees**, to the Whiteside Carroll Enterprise Zone; and

BE IT FURTHER ORDAINED that the Mayor of the Rock Falls City Council shall have the authority to execute an amended an Intergovernmental Agreement between the Municipalities of Sterling, Rock Falls, Milledgeville, Morrison, Fulton, Prophetstown, Lyndon, Savanna, Tampico, Thomson, and Mt. Carroll, and the Counties of Whiteside and Carroll.

This ordinance shall be effective upon its adoption and passage.

PASSED BY THE ROCK FALLS CITY COUNCIL

This _____ Day of _____, 2022

By: _____
Rodney Kleckler, Mayor of Rock Falls, Illinois

Attested:

, City Clerk

**AMENDMENT TO THE
WHITESIDE CARROLL ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT entered into on the ____ day of _____, 2022 A.D. by and between the Counties of Whiteside and Carroll, Illinois, and the Cities/Villages of Fulton, Lyndon, Morrison, Prophetstown, Rock Falls, Sterling, Tampico, Milledgeville, Mt. Carroll, Savanna and Thomson, hereafter referred to as "the Designating Units of Government".

WHEREAS, the State of Illinois has enacted the "Illinois Enterprise Zone Act" (hereinafter referred to as "Act") to alleviate distressed economic conditions in certain depressed areas; and,

WHEREAS, the Governor signed Senate Bill 3616, as amended, into law on August 7, 2012, thereby amending the "Illinois Enterprise Zone Act" (20 ILCS 655/1 et. seq.) under the provisions of Public Act 97-0905 outlining new application procedures and related changes to the Illinois Enterprise Zone Program; and,

WHEREAS, the General Assembly also passed Senate Bill 20 as amended on May 31, 2013, which was signed into law by the Governor on July 25, 2013, as Public Act 98-109, portions of which clarified Enterprise Zone related legislation contained in Public Act 97-905 and hereinafter known as the "Act"; and,

WHEREAS, the Ordinance is a part of the application to the Illinois Department of Commerce, hereafter referred to as the "Department" for amending Section 7: APPLICANTS of the Whiteside Carroll Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 et. Seq. and Section 18-170 of the Property Tax Code (35ILCS 200/18-170); and,

WHEREAS, the Designating Units of Government desire to operate the Enterprise Zone in an efficient and effective manner in keeping with the terms of the Act and rules and regulations promulgated by the Department and the Illinois General Assembly for the operation of an Enterprise Zone; and,

WHEREAS, the health, safety, and welfare of the residents of the Designating Units of Government are dependent, in part, upon a healthy private sector of the Counties' and Municipalities' economy; and,

WHEREAS, the development, growth, and expansion of the private sector requires a cooperative and continuous partnership between government and private sector; and,

WHEREAS, there are certain areas within the Designating Units of Government that need the particular attention of government, business, and labor to attract private sector investment and directly aid the Counties and Municipalities and the residents thereof; and,

WHEREAS, a disproportionate number of residents within the incorporated municipalities of Fulton, Lyndon, Morrison, Prophetstown, Rock Falls, Sterling, Tampico, within Whiteside County and Milledgeville, Mt. Carroll, Savanna and Thomson within Carroll County and adjacent areas of unincorporated Whiteside and Carroll Counties have continued to suffer poverty, unemployment, and economic distress related to the loss of many manufacturing jobs, shifts of industries throughout the

Counties, and locally prolonged national recession, trends towards movement to larger metropolitan areas and a variety of other economic factors negatively affecting the incorporated and unincorporated areas above mentioned; and,

WHEREAS, the duly constituted legislative bodies of the Designating Units of Government are cognizant of the distressed conditions existing within their areas and are desirous of alleviating these distressed conditions; and,

WHEREAS, the Designating Units of Government have indicated their willingness and desire to cooperate in designating portions of the Municipalities as well as unincorporated areas in the Counties as an Enterprise Zone as described in the approved application, as Attachment "A", which contained a full legal description and parcel list; and,

WHEREAS, the Intergovernmental Cooperation Act (*PA 78-785*), as enacted by the State of Illinois, Section 3, provides as follows:

Intergovernmental Agreement: Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State and 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 do not prohibit joint exercise or enjoyment."

WHEREAS, the parties to this Agreement have had conferred upon them the exercise of powers authorized in *5/ILCS 220/1 of the Illinois Revised Statutes*.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND IN FURTHER CONSIDERATION OF THE RECITALS HEREIN ABOVE SET FORTH, IT IS HEREBY AGREED BETWEEN THE DESIGNATING UNITS OF GOVERNMENT, AS FOLLOWS:

Section 1: NAME. The name of the Enterprise Zone is the Whiteside Carroll Enterprise Zone, hereinafter referred to as the "Zone".

Section 2: QUALIFICATIONS. The Designating Units of Government hereby declare and affirm that the Zone Area is qualified for designation as an Enterprise Zone in accordance with the provisions of the Act, and further affirm that:

- (a) The Zone Area is a contiguous area; and,
- (b) The Zone Area comprises a minimum of one-half square mile and not more than fifteen square miles in total area; and,
- (c) The Local Labor Market Area confirmed three of the ten criteria were met and,
- (d) The Zone Area satisfies any additional criteria established by the Department; and,
- (e) On the 30th day of August, 2016 a Public Hearing was conducted on the question of creating a new Enterprise Zone (hereafter referred to as "the Zone") of which was held within the Zone area at

Morrison City Hall, 200 West Main Street, Morrison, IL. A public notice was published within the Daily Gazette, Sterling which is the newspaper of general circulation within the Zone Area on the 24th day of August, 2016 of which was not more than 20 days nor less than five days before the hearings; and,

(f) The Zone Area addresses a reasonable need to encompass portions of more than one (1) municipality and adjacent unincorporated areas of the Counties as required within.

Section 3: TERMS AND EFFECTS. The term of the Zone will be for 15 years commencing January 1, 2018, and ending at midnight on December 31, 2032, or until such time as the Zone has expired, been decertified by the Department or repealed by the Illinois General Assembly, whichever is sooner. After the 13th year, the Zone is subject to review by the State Enterprise Zone Board for an additional 10 years designation beginning on the expiration date of the Zone. During the review process, the State Enterprise Zone Board shall consider the cost incurred by the State of Illinois and units of local government as a result of the tax benefits received by the Zone before granting the extension. Upon the approval of the State Enterprise Zone Board and certification by the Department the Zone may further be in effect for an addition 10 years, beginning January 1, 2033.

Section 4: ZONE MANAGEMENT. Upon designation as an Enterprise Zone by the Department, a Zone Management Organization comprised of the Chairpersons of the Carroll and Whiteside County Boards, the Mayors of Fulton, Lyndon, Morrison, Prophetstown, Rock Falls, Sterling, Tampico, Milledgeville, Mt. Carroll, Savanna, and Thomson and fifteen members of the private sector to be selected by majority vote of the elected officials of the Management Organization will be formed. This Organization will be the governing body of the Enterprise Zone Management Organization and will appoint the Zone Administrator. Decisions on appointment or removal of the Zone Administrator shall be made in the following manner:

- (a) Nominations shall be received from members of the Management Organization for appointment of the Zone Administrator. Appointment of the Zone Administrator shall be by majority vote of the Zone Management Organization; and,
- (b) The Zone Administrator may be removed by a two-thirds vote of the Zone Management Organization; and,
- (c) The Zone Administrator shall be an employee or officer of one of the participating governmental agencies; and,
- (d) The Zone Administrator shall be responsible for the day-to-day implementation within the Zone Area and will be the liaison between the Zone Management Organization, the economic development groups, the Illinois Department of Commerce, and the Illinois Department of Revenue.

Section 5: ZONE ADMINISTRATOR: It shall be the power of the Zone Administrator, who shall be appointed by the Management Organization, to:

- (a) Supervise the implementation of the provisions of this Intergovernmental Agreement and the Illinois Enterprise Zone Act; and,

- (b) Act as a liaison between the Designation Units of Government as well as the Department, Designated Zone Organizations, and other State, Federal and local agencies, whether public or private; and,
- (c) Conduct an ongoing evaluation of the Enterprise Zone Program and submit such evaluative reports quarterly basis to the Zone Management Organization; and,
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance, and employment training within the Enterprise Zone; and,
- (e) The Zone Administrator will create a brochure explaining the incentives available and the advantages of being within the Enterprise Zone. The brochure shall be complete and distributed to the businesses within the new zone within four months of the zone designation and updated on a yearly basis; and,
- (f) The Zone Administrator will hold educational forums and programs for the Enterprise Zone communities and businesses to explain and promote program incentives and benefits; and,
- (g) Recommend qualified Designated Zone Organizations to the Management Organization; and,
- (h) Have other such duties as specified by the Management Organization, to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone; and,
- (i) The Zone Administrator will collect data from applicants within 90 days of the completion of each approved Enterprise Zone Project for reporting to agencies within the state that are or may be required by law, including total project cost including machinery and equipment and jobs created and retained due to the project; and,
- (j) The Zone Administrator shall monitor and collect the data on approved project's tax assessments and provide to the Whiteside and Carroll County Clerks each year and at the time required by the County clerks to complete the tax to include the abatement if applicable on each year's tax bill for the five year abatement term.

Section 6: MANAGEMENT ORGANIZATION: The Zone Administrator may recommend to the Management Organization one or more organizations that may qualify as Designated Zone Organizations under the provisions of the Illinois Enterprise Zone Act. Upon approval by the Management Organization, for a term of years set by the Management Organization, the Designated Zone Organization may, subject to the necessary governmental authorizations, provide the following services or perform the following functions in coordination with the municipality or county:

- (a) Provide or contract for provision of public services including, but not limited to:
 - (1) establishment of crime watch patrols within zone neighborhoods;
 - (2) establishment of volunteer day care centers;
 - (3) organization of recreational activities for zone area youth;
 - (4) garbage collection;
 - (5) street maintenance and improvements;
 - (6) bridge maintenance and improvements;

- (7) maintenance and improvement of water and sewer lines;
 - (8) energy conservation projects;
 - (9) health and clinic services;
 - (10) drug abuse programs;
 - (11) senior citizen assistance programs;
 - (12) park maintenance;
 - (13) rehabilitation, renovation, and operation and maintenance of low and moderate Income housing; and
 - (14) other types of public services as provided by law or regulation.
- (b) Exercise authority for the enforcement of any code, permit, or licensing procedure within an Enterprise Zone.
 - (c) Provide a forum for business, labor and government action on zone innovations.
 - (d) Apply for regulatory relief as provided in Section 8 of this Act.
 - (e) Receive title to publicly owned land.
 - (f) Perform such other functions as the responsible government entity may deem appropriate, including offerings and contracts for insurance with businesses within the Zone.
 - (g) Agree with local governments to provide such public services within the zones by contracting with private firms and organizations, where feasible and prudent.
 - (h) Solicit and receive contributions to improve the quality of life in the Enterprise Zone.

AMENDMENT TO SECTION 7: APPLICANTS FO THE AGREEMENT

Section 7: APPLICANTS: As allowed by the Act, The Zone Administrator is hereby authorized to charge an Application Fee from the Applicant equal to .5% (1/2%) of the documented total project cost, and as allowed by the Act, an Administration Fee from the Applicant for the issuance of Building Material Exemption Certificate (BMEC) for Construction Materials incorporated into the real estate property in order to help offset the management and operational cost associated with the administration of the Zone. Said Administration fee shall be equal to .5% (1/2%) of the documented cost of the building materials for each project. Total Application and Administration fees shall be up to a maximum of \$50,000 per project/certificate (20 ILCS 655/8.2c): In addition, all Addition of Territory requests will be charged a non-refundable \$5,000 Addition of Territory Application Fee from the Applicant.

- (a) The Designating Units of Government encourage applicants/recipients receiving Whiteside Carroll Enterprise Zone benefits to utilize local labor and to purchase building materials locally when possible.

Section 8: SALES TAX CREDITS: Retailer's Occupation Tax. Each retailer who makes a qualified sale of building materials to be incorporated into real estate in the Whiteside Carroll Enterprise Zone for the purpose of remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating the tax imposed by the State of Illinois under and pursuant to Retailers' Occupation Tax Act (35 ILCS 120/5k), subject to the following conditions:

- (a) The city/county has issued a building/zoning permit or letter and the total amount of the project as per building/zoning permit exceeds \$20,000; and,
- (b) The Enterprise Zone Administrator of the Zone has issued a certificate of approval for the project, prior to the start of construction. At that time the Zone Administrator will apply to the Illinois Department of Revenue (IDOR) for a contractor or other entity seeking a

Building Material Exemption Certificate (BMEC), however a contractor or any other entity seeking certificate must provide all information needed by the IDOR to issue the BMEC; and if you are a Zone Administrator, High Impact Business project manager, or construction contractor (or other entity) seeking an exemption certificate a copy of which is required to be provided to the applicable retailer at the time of sale and maintained by such retailer in its books and records for the purposes of documenting any such deduction; and,

- (c) The exemption allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction and improvements of any commercial, industrial, manufacturing, building, and or warehouse distribution structure within the zone; and,
- (d) The Zone Administrator shall include within the project applications and the BMEC applications a notification statement that reporting to the Illinois Department of Revenue on a yearly basis is required by law and the applicants shall sign all applications.

Section 9: PROPERTY TAX ABATEMENTS: Commencing on January 1, 2018, taxes on real property levied by the Designating Units of Government shall be abated on approved property located within the boundary of the Enterprise Zone, as certified by the Department. The Designating Units of Government authorizes and directs the County Clerks of Whiteside and Carroll County to abate ad valorem taxes imposed upon real property, located within the Enterprise Zone area, upon which new improvements have been constructed, renovated or rehabilitated, subject to the following conditions:

- (a) The improvements or renovations total more than \$20,000 and have been issued a building/zoning permit or a letter from the local zoning jurisdiction of the property declaring all requirements are being met; and,
- (b) The project has been certified by the zone administrator, certification will be granted only after completion of the Zone Application forms and payment of application fee as stated here within **Section 7 & 8**; and,
- (c) In the event that a Tax Increment Financing (TIF) District or Redevelopment District or Project Area (20 ILCS 655/5.4.1) is, will be, or has been created by a municipality under Division 74.4 of the Illinois Municipal Code, and said redevelopment project area contains property that is located in an enterprise zone, and the municipality adopts an enterprise zone designation ordinance pursuant to Section 5.4 of the Act specifically concerning the abatement of taxes on property, as stated in this section, located within a redevelopment project area created pursuant to Division 74.4 of the Illinois Municipal Code, and the Department certifies the Ordinance, when the property is located in both the enterprise zone and the redevelopment project area shall not be eligible for the abatement of taxes under Section 18-170 of the Illinois Property Tax Code; therefore no real estate tax abatement is allowed within a redevelopment area created pursuant to the Real Property Tax Increment Allocation Redevelopment Act; and,
- (d) Abatement of taxes on any parcel shall not exceed the amount attributable to the construction as declared on the project application by the owner, manager, and or contractor of the improvements and the renovation or rehabilitation of the existing improvements on such parcel; and,

- (e) The following provision will apply to all projects involving demolition and new construction. Any project which involves new construction on a site which previously was occupied by a building(s) will receive the real estate tax abatement on a "net new" basis. That is, the increased assessment amount to be abated will be based on the most recent assessment of the property which included the valuation of the property which included the valuation of the land and original building(s); and,
- (f) Such abatement shall be allowed only for commercial, industrial, manufacturing, and or warehouse distribution property located within the Zone Area; and,
- (g) For projects occurring on parcels or properties located within the boundaries of the Zone at the time of certification by the Department, 100% abatement of real estate taxes for a 5-year period, or until the expiration, termination or decertification of the Whiteside Carroll Enterprise Zone, whichever period ends sooner, on the increased assessment amount only of the commercial, industrial, manufacturing, and or warehouse distribution property located or added to the zone according to requirements by state law; on projects due to rehabilitation, expansion, or new construction. The abatement will be effective after the said rehabilitation, expansion, or new construction has been completed and the full increased assessment is in place; and,
- (h) Upon the effective date of this ordinance, all incentives and benefits previously offered and in effect within the boundaries of the former Whiteside Carroll County Enterprise Zone #8 expiring on or before December 31, 2018, shall continue as originally awarded during the term of the Zone for the term of the newly designated Whiteside Carroll Enterprise Zone for the following groups:
 - 1. Projects which are receiving benefits or incentives within the existing Whiteside Carroll County Enterprise Zone and the Whiteside Carroll Enterprise Zone on the effective date of this designating ordinance; or
 - 2. Projects or expansions which were proposed or under development on the effective date of this designating ordinance, if the business enterprise demonstrates that the proposed business expansion has been committed to locating or expanding in the zone; or
 - 3. Projects where substantial or binding financial obligations have been made; and such commitments have been made in reasonable reliance on the benefits and programs which would have previously been available because of the enterprise zone; and,
- (i) Accountability: To provide accountability on behalf of the zone and to participating taxing districts, all projects receiving real estate tax abatements and or any other state incentive created and in effect for enterprise zones must by law report annually to the Illinois Department of Revenue the amount of incentives they have received for the previous year. If such project is receiving real estate tax abatement and the Zone Administrator receives notification from the Illinois Department of Revenue that the required annual reporting has

not been completed the project will cease to receive real estate tax abatement and or any other local enterprise zone benefits until the Zone Administrator has been notified that the project owner or manager has completed the required reporting.

Section 10: ADDITIONS OF TERRITORY: For territory expansion to the boundaries of the Zone shall be as follows:

- (a) Territory expansions will be considered to facilitate commercial or industrial projects which create one full-time job for every 1000 residents, per previous Census, within the community of which the project is located. For expansions in unincorporated areas, job creation requirement will be based on township population. Census population will be rounded to the nearest 1000 to determine job creation requirement; and,
- (b) Additions of territory in communities or townships with populations of 6,000 or less will be considered for commercial or industrial projects with a minimum investment of \$300,000 including site purchase and preparation, construction cost and capital equipment; and,
- (c) Additions of territory in communities or townships with populations of 6,001 and over, per previous Census, will be considered for commercial or industrial projects with an investment minimum of \$500,000 including site purchase and preparation, construction cost and capital equipment; and,
- (d) Territory to be added must have the intended use of commercial, business, manufacturing or Industrial; and,
- (e) Additions of territory will contain only the property required for a clearly articulated, eligible project including a reasonable amount of land for expansion of the specific project.

Any additions of territory must also follow and meet requirements of the Illinois Enterprise Zone Act.

Section 11: EFFECTIVE DATE. This Agreement shall be in effect from the date of and after its execution by all of the Designating Units of Government, recording and upon certification of the new Enterprise Zone designation by the Department, according to law. The Whiteside Carroll Enterprise Zone was issued an Enterprise Zone Certificate, by the Department of Commerce and Economic Opportunity and issued CERT1817, on October 16, 2017. Beginning January 1, 2018, expiring December 31, 2032.

Section 12: COMPLIANCE WITH OTHER LAWS. Neither the passage of this Agreement nor the establishment of the Zone shall supersede other applicable laws, ordinances or regulation, unless expressly provided for in this Agreement or the Act. Any development undertaken pursuant to the creation of the Zone shall be performed in full compliance with the applicable laws, ordinance, and regulations and processed applicable, to the respective Designating Units of Government.

This Agreement is made as of the first date that it is approved and fully executed the by the parties hereto as shown below.

SIGNATURE SHEET FOR ALL UNITS OF GOVERNMENT

WHITESIDE COUNTY, IL

By: _____
Chair

CITY OF FULTON, IL

By: _____
Mayor

CITY OF MORRISON, IL

By: _____
Mayor

CITY OF ROCK FALLS, IL

By: _____
Mayor

VILLAGE OF TAMPICO, IL

By: _____
Village President

CITY OF MT. CARROLL, IL

By: _____
Mayor

VILLAGE OF THOMSON, IL

By: _____
Village President

CARROLL COUNTY, IL

By: _____
Chair

VILLAGE OF LYNDON, IL

By: _____
Village President

CITY OF PROPHETSTOWN, IL

by: _____
Mayor

CITY OF STERLING, IL

By: _____
Mayor

VILLAGE OF MILLEDGEVILLE, IL

By: _____
Village President

CITY OF SAVANNA, IL

By: _____
Mayor

CITY OF ROCK FALLS

ORDINANCE NO. 2022-2570

ORDINANCE VACATING A PUBLIC ALLEY

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS ____ DAY OF _____, 2022

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ____ day of _____, 2022.

ORDINANCE NO. 2022-2570

AN ORDINANCE VACATING A PUBLIC ALLEY

Prepared by and return to: Matthew D. Cole
Ward, Murray, Pace & Johnson, P.C.
226 W. River Street
P.O. Box 404
Dixon, IL 61021

ORDINANCE NO. 2022-2570

AN ORDINANCE VACATING A PUBLIC ALLEY

WHEREAS, there exists a public alley running in a northerly-southerly direction between Dixon Avenue and East 4th Street, which alley is bordered on the easterly side by Lots 1 through 4 of Block 18 in the Original Town, now City, of Rock Falls, and bordered on the westerly side by Lots 10 through 17 of Block 18 in the Original Town, now City of Rock Falls, Whiteside County, Illinois according to the plat thereof recorded January 28, 1868 in Plat Book 2, Page 14; and

WHEREAS, the City Council has determined that said alley as a public right-of-way is no longer necessary or desirable, and that said public alley may be vacated pursuant to the provisions of Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1); and

WHEREAS, HUEBER, L.L.C., an Illinois limited liability company, the owner of said Lots 1 through 4 and said Lots 10 through 17 in said Block 18 in the Original Town, now City of Rock Falls, which lots abut and adjoin the alley on the both sides thereof, has requested that the City vacate said alley in order that HUEBER, L.L.C. may expand and improve its existing feed manufacturing and distribution facilities located upon said lots; and

WHEREAS, the parcel identification numbers assigned by the assessment office of Whiteside County, Illinois applicable to the lots owned by HUEBER, L.L.C. are: 11-27-156-002 and 11-28-288-002; and

WHEREAS, the City Council finds and determines that the public interest will be served by vacating said alley in that the economic interests of the City and its citizens will be enhanced as a result of the expansion and improvements to the facilities to be constructed by HUEBER, L.L.C., and the benefit that will accrue to the City of Rock Falls by vacation of said alley through elimination of any obligation to maintain the alley is sufficient consideration for the transfer and conveyance of title to the alley; and

WHEREAS, certain public utility facilities, including but not limited to electric transmission facilities, sanitary and storm sewer mains, pipes and culverts, public water mains and pipes, telecommunications facilities, and natural gas mains and pipes, underlie the area of the alley proposed to be vacated, and the City, therefore, shall reserve an easement over, under, above and across the alley for construction, installation, maintenance, repair, reconstruction or replacement of any such public utility facilities, including those now installed and which may hereafter be installed, constructed or reconstructed; and

WHEREAS, the vacation of the alley requires the affirmative vote of three-fourths (3/4) of the alderpersons then holding office; and

WHEREAS, upon vacation of the alley, the City will be relieved from any further burden and responsibility of maintaining or repairing the same.

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

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

2. That public alley running in a northerly-southerly direction between Dixon Avenue and East 4th Street, which alley is bordered on the easterly side by Lots 1 through 4 of Block 18 in the Original Town, now City, of Rock Falls, and bordered on the westerly side by Lots 10 through 17 of Block 18 in the Original Town, now City of Rock Falls, Whiteside County, Illinois according to the plat thereof recorded January 28, 1868 in Plat Book 2, Page 14, as the same is depicted on the plat attached hereto, which is incorporated into and made a part hereof, is hereby vacated as a public right-of-way. Upon passage of this Ordinance and following payment to the City of \$4,340.00, said amount having been determined by the City Council to represent the fair market value of the property to be acquired, title to the alley shall pass to HUEBER, L.L.C. as the owner of the lands abutting and adjoining the alley vacated hereby.

3. Vacating of the alley is subject to reservation by the City of Rock Falls of, and the City hereby reserves, an easement, and the right to enter upon the area comprising the alley, for the construction, installation, maintenance, repair, reconstruction or replacement of public utility facilities, including but not limited to electric transmission facilities, sanitary and storm sewer pipes and culverts, public water mains and pipes, telecommunications facilities, and natural gas mains and pipes, over, under, above and across the alley for construction, installation, maintenance, repair, reconstruction or replacement of any such public utility facilities, including those now installed and which may hereafter be installed, constructed or reconstructed.

4. The provisions of this Ordinance by which the alley is vacated shall be effective upon its passage and publication in pamphlet form by the City Council and upon signature thereon by the Mayor. Upon passage, the City Clerk is directed to record a certified copy of said Ordinance in the office of Recorder of Deeds of Whiteside County, Illinois.

Passed and approved by the Mayor and City Council of the City of Rock Falls, Illinois
this _____ day of _____, 2022.

Mayor

ATTEST:

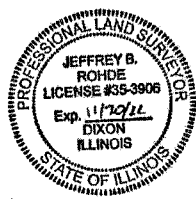
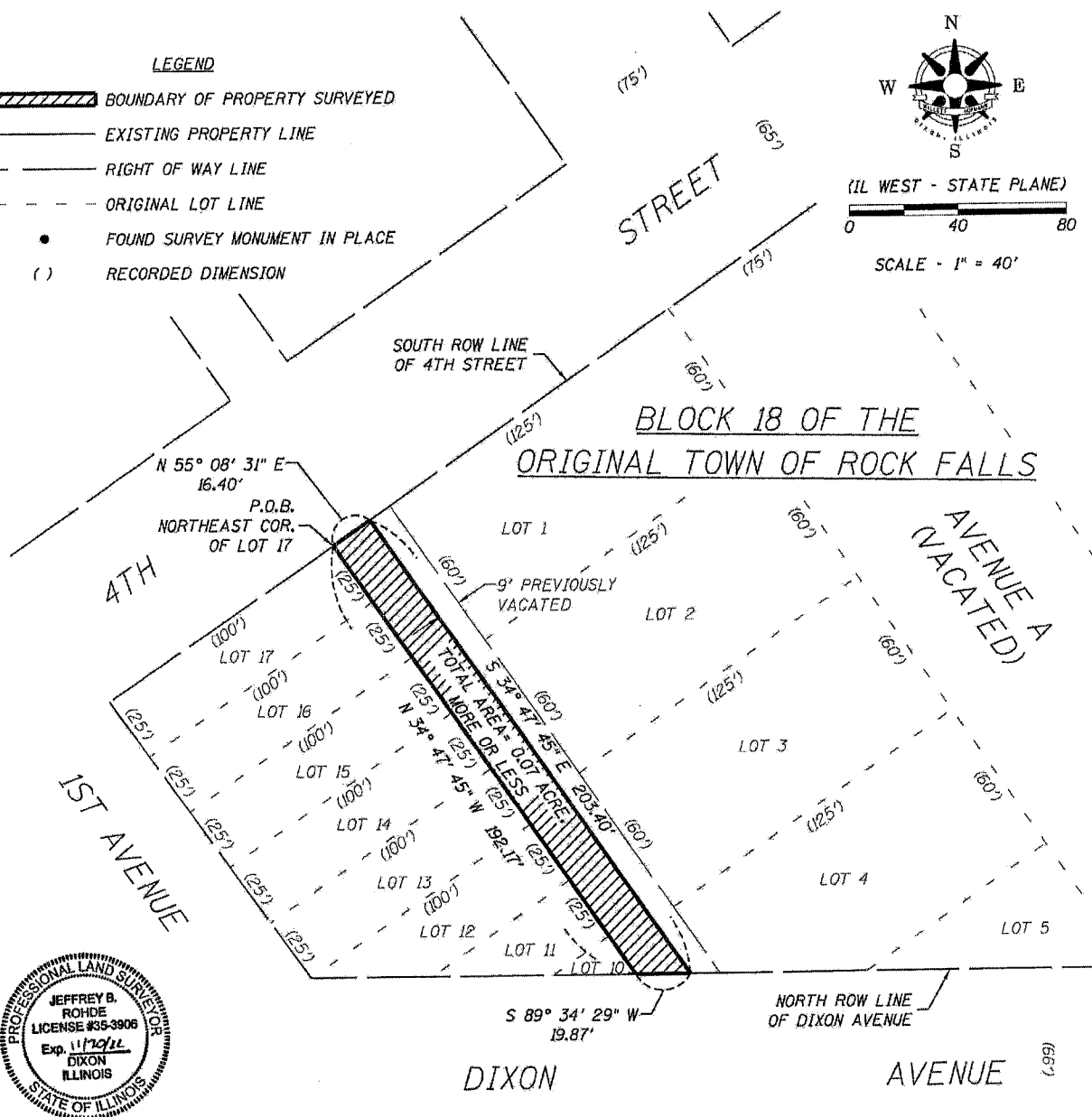
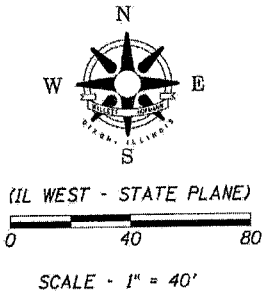
City Clerk

Alderman Voting Aye

Alderman Voting Nay

PLAT OF VACATION PART OF BLOCK 18 IN THE ORIGINAL TOWN OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

- LEGEND**
- BOUNDARY OF PROPERTY SURVEYED
 - EXISTING PROPERTY LINE
 - RIGHT OF WAY LINE
 - ORIGINAL LOT LINE
 - FOUND SURVEY MONUMENT IN PLACE
 - RECORDED DIMENSION



LEGAL DESCRIPTION:
Part of the alley along Lots 10-17 in Block 18 of the Original Town, now City, of Rock Falls, Whiteside County, Illinois, described as follows:
Beginning at the northeast corner of said Lot 17; thence North 55 degrees 08 minutes 31 seconds East, 16.40 feet on the south right-of-way line of 4th Street; thence South 34 degrees 47 minutes 45 seconds East, 203.40 feet to the north right-of-way line of Dixon Avenue; thence South 89 degrees 34 minutes 29 seconds West, 19.87 feet on said north right-of-way line, to the southeast corner of said Lot 10; thence North 34 degrees 47 minutes 45 seconds West, 192.17 feet on the east line of Lots 10-17, to the Point of Beginning, containing 0.07 acres, more or less.

SURVEYOR'S STATEMENT
I, Jeffrey B. Rohde, a Professional Land Surveyor in the State of Illinois, hereby state that I have prepared this Alley Vacation Plat at the request of the City of Rock Falls, that the dimensions shown are given in feet and decimals of a foot upon said plat. I further state that I have made no independent search of the public records for easements, encumbrances, ownership or title evidence, or any other facts which an accurate and current title search may disclose, but have relied upon the materials supplied to me by the owner's representative.
Signed at Dixon, Illinois, this 22nd day of September, 2021.

Jeffrey B. Rohde, Illinois Professional Land Surveyor No. 35-3906
Current expiration date: 30 November 2022

REV	DATE	BY	REVISIONS	DESIGNED	 WILLET HOFMANN ASSOCIATES INC PROFESSIONAL LAND SURVEYORS 409 EAST 2ND STREET, ROOM 4, DIXON, ILLINOIS 62521 715-224-1371 DEXA@WHAFF.COM	CITY OF ROCK FALLS BLOCK 18 IN THE ORIGINAL TOWN OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS ALLEY VACATION PLAT	PHASE <input type="checkbox"/> PRELIM <input type="checkbox"/> FINAL <input type="checkbox"/> CONST <input type="checkbox"/> PERMIT <input type="checkbox"/> BID <input type="checkbox"/>	WHA No. 1450021 SHEET No. 1

CITY OF ROCK FALLS

ORDINANCE NO. 2022- 2571

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 _____, 2022

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ____ day of _____, 2022.

ORDINANCE NO. 2022- 2571

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 this ____ day of _____, 2022.

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 part-time 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 _____, 2022, and shall continue in full effect for a period of two (2) years, until _____, 2024, 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 District No. 301 an invoice for the amount owed for the prior month, 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 2022-2023 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 part-time SRO Program for the 2022-2023 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: _____

CITY OF ROCK FALLS

ORDINANCE NO. 2022-2572

**ORDINANCE AMENDING THE ZONING MAP
OF THE CITY OF ROCK FALLS**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2022

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this
_____ day of _____, 2022.

ORDINANCE NO. 2022-2572

**ORDINANCE AMENDING THE ZONING MAP
OF THE CITY OF ROCK FALLS**

WHEREAS, there exists certain real property located within the City of Rock Falls, Whiteside County, Illinois, being more particularly described on Exhibit A, attached hereto (the “Property”), which Property is currently zoned as zoning classification B-1 under the City’s zoning ordinances; and

WHEREAS, Ronald G. Gerken, as owner of the Property, has petitioned the City for the rezoning of the Property from B-1 to R-1; and

WHEREAS, Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/1-1.1 et. seq., (the “Code”) authorizes a municipality to amend its zoning map and the zoning classification of any property located within its boundaries upon a petition for the same, but only after conducting a public hearing on the substance of said petition; and

WHEREAS, the Mayor and City Council of the City of Rock Falls (collectively, the “Corporate Authorities”), have referred the petition for the rezoning of the Property to the Planning and Zoning Commission of the City for consideration; and

WHEREAS, after due notice, the Planning and Zoning Commission held a public hearing on April 14, 2022, to discuss the re-zoning of the Property; and

WHEREAS, the Planning and Zoning Commission have voted to recommend to the City Council the adoption of an ordinance granting the request for re-zoning of the Property from B-1 to R-1; and

WHEREAS, the Corporate Authorities have considered the recommendation of the Planning and Zoning Commission and deem it in the best interests of the City and its residents to adopt the recommendation of the Planning and Zoning Commission and amend the City zoning map to reflect the re-zoning of the property from B-1 to R-1

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

SECTION 1: The preambles to this Ordinance are true and correct and are hereby incorporated into this section as if fully set forth herein.

SECTION 2: The petition of Ronald G. Gerken for the re-zoning of the Property from zoning classification B-1 to R-1 is hereby granted, and the zoning classification of the Property is changed from B-1 to R-1.

SECTION 3: The zoning map of the City of Rock Falls is hereby amended to reflect the zoning classification change for the Property.

SECTION 4: 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 5: The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this Ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this Ordinance shall become effective upon its passage.

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

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

Of Property Described As: Part of Lot 2 of the Subdivision of the Southwest Quarter (SW ¼) of Section 26, Township 21 North (T21N), Range 7 East (R7E) of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, according to the plat thereof recorded in Plat Book 4 at page 22 in the Office of the Whiteside County Recorder, bounded and described as follows, to wit:

Beginning at the Northeast corner of Lot 2 of "Benchmark Phase III-B", according to the plat thereof recorded as Document No. 2017-03094 in the Office of the Whiteside County Recorder; thence South 12 Degrees 35 Minutes 04 Seconds West, along the East line thereof, a distance of 290.24 feet to the South line of said Lot 2 of the Subdivision of the Southwest Quarter (SW ¼) of Section 25; thence South 66 Degrees 39 Minutes 26 Seconds East, along said South line, a distance of 25.45 feet; thence North 12 Degrees 35 Minutes 04 Seconds East, a distance of 285.24 feet; thence North 84 Degrees 03 Minutes 20 Seconds East, a distance of 147.95 feet; thence North 58 Degrees 40 Minutes 24 Seconds East, a distance of 46.76 feet; thence North 08 Degrees 18 Minutes 58 Seconds East, a distance of 50.49 feet; thence North 31 Degrees 03 Minutes 47 Seconds West, a distance of 80.79 feet; thence North 56 Degrees 48 Minutes 59 Seconds West, a distance of 185.02 feet; thence North 75 Degrees 12 Minutes 12 Seconds West, a distance of 113.89 feet; thence South 61 Degrees 55 Minutes 00 Seconds West, a distance of 41.83 feet; thence South 11 Degrees 52 Minutes 25 Seconds West, a distance of 187.76 feet to the North line of said Lot 2 of "Benchmark Phase III-B"; thence South 66 Degrees 51 Minutes 11 Seconds East, along said North line, a distance of 180.00 feet to the Point of Beginning;

Containing 1.860 acres, more or less.

Part of PIN: 11-26-326-005

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF ROCK FALLS
And
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Rock Falls, an Illinois municipal corporation (hereinafter, the "City") and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, "Grantee") this ___ day of _____, 2022 (the "Effective Date").

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“City” means the City of Rock Falls, an Illinois municipal corporation or the lawful successor, transferee, designee, or assignee thereof.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio, LLC, a Delaware limited liability company.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium

and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the public, the City, and educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean, pursuant and in addition to the City's Right of Way Ordinance (Chapter 26, Article VII, "Construction of Utility Facilities in the Rights-of-Way"), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service within the Franchise Area.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6 Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 26, Article VII, entitled "Construction of Utility Facilities in the Rights-of-Way", of the Rock Falls Municipal Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Franchise Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the requested level of services and number of outlets for each location. The City shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the Franchise Fee payment due pursuant to this franchise. In the event the FCC Third 621 Order is reversed on appeal on the issue of complimentary services (pending at the 6th Circuit at the time of this Agreement) and that reversal becomes final, the City and the Grantee will revert to the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The City must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees 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 Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid

during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company, or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), the City shall hold a public hearing and determine if the City should collect the additional amount. Following the determination, the City shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the City shall provide on an annual basis, a complete list of addresses within the corporate limits of the City. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. 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, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. 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 Franchise 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 Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, 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 by the Franchise Authority’s representative. 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. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Such indemnification is defined in Section 7.2. 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, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a

condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with Chapter 26, Article VII of the Rock Falls Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial Public, Educational and Governmental Access ("PEG") Programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's

basic digital service tier. The City's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channel. The City shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channel and to promote the use and viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Access Channel is, and shall be, operated by the City. The City shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or City facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the City to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. PEG Capital Support. At its sole discretion, the City may designate a PEG access capital project to be funded by the City as set forth herein. The City shall send written notice of the City's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a

designated fund to permit the City to make large capital expenditures, if necessary, as long as any funds remaining at the end of the term of this Agreement shall be credited to PEG Capital obligations in the subsequent Franchise. Moreover, if the City chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the City's written request.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.3 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.7.2. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.8. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the City upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Rock Falls
603 West 10th Street
Rock Falls, Illinois 61071
ATTN: City Administrator

To the Grantee:

Comcast
1500 McConnor Parkway
Schaumburg, Illinois 60173
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Whiteside County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois – Western Division.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Rock Falls:

By: _____

Name: _____

**For Comcast of Illinois/
Indiana/Ohio, LLC:**

By: _____

Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

SIDE LETTER AGREEMENT

This Agreement is made and entered into this _____ day of May, 2022, by and between the CITY OF ROCK FALLS, ILLINOIS, (“Employer”) and POLICE OFFICERS AND SERGEANTS EMPLOYED BY THE CITY OF ROCK FALLS (“Employees”) represented by the Illinois Fraternal Order of Police Labor Council, as follows:

WHEREAS, a Collective Bargaining Agreement is currently in effect between Employer and Employees covering the period from May 1, 2020, through April 30, 2024; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with Rock Falls Township High School District #301 and Rock Falls Elementary District #13, relative to implementation of an SRO program; and

WHEREAS, implementation of the amended SRO program, beginning with the 2022-2023 school year requires the City to retain a full-time certified police officer, employed by the City on a part-time basis, who will be solely devoted to providing SRO services; and

WHEREAS, the parties have had a chance to discuss implementation of the new SRO program and are in agreement with adoption of the provisions, set forth in this Side Letter Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recognition Status:

The parties agree that the part-time officer, fulfilling duties as an SRO, will not be considered or treated as part of the bargaining unit.

2. Assignment and Services:

The parties acknowledge that the individual serving as SRO will not be assigned duties as a regular patrol officer, or be included in the regular scheduling of officers. The SRO’s duties will be solely those committed to at the respective Districts.

3. Past Practice/Precedent:

The parties agree that by entering into this Side Letter Agreement, with terms outlined above, will not create, constitute or in any way be construed as establishing past practice or creating precedent.

4. Expiration:

This Side Letter Agreement shall expire concurrent with the terms of the parties' current collective bargaining agreement, effective April 30, 2024.

The representative of the Employer and Employees executed this side letter each represent to the other that the terms and provisions of this Agreement have been approved and are agreed between the parties.

Dated this _____ day of _____, 2022.

EMPLOYER

EMPLOYEES

CITY OF ROCK FALLS, ILLINOIS

POLICE OFFICERS AND SERGEANTS
EMPLOYED BY THE CITY OF ROCK FALLS

By _____
Mayor

By _____
Labor Counsel

By _____

Attest:

City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE CITY OF ROCK FALLS**

THIS INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”), made and entered into upon the last dated signature below, by and between The Illinois State Toll Highway Authority (“ILLINOIS TOLLWAY”), and The City of Rock Falls (“CITY”) on behalf of the Rock Falls Rural Fire Protection District (“DISTRICT”).

RECITALS

WHEREAS, to ensure the highest degree of safety in the operation of the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY adopted Resolution No. 5458, authorizing the ILLINOIS TOLLWAY to (i) enter into agreements with fire protection districts and municipal fire departments bordering its rights-of-way for the provision of adequate fire protection services, and (ii) provide reimbursement for such services at the scheduled rates set forth therein;

WHEREAS, pursuant to Resolution No. 5458, the ILLINOIS TOLLWAY entered into intergovernmental agreements with various fire protection districts and/or municipal fire departments bordering its rights-of-way for the provision of the above-described services;

WHEREAS, after reaffirming the need to provide adequate fire protection services along the toll roads in its system and finding it necessary to also provide adequate emergency medical services, the ILLINOIS TOLLWAY adopted Resolution No. 9589, increasing the scheduled reimbursement rates set forth in Resolution No. 5458;

WHEREAS, on September 29, 1977, after fire protection districts and municipal fire departments began providing ambulance services, the ILLINOIS TOLLWAY adopted Resolution No. 9885, adding a scheduled reimbursement rate for the provisions of ambulance services;

WHEREAS, on December 21, 1995, the ILLINOIS TOLLWAY adopted Resolution No. 14490, increasing the scheduled reimbursement rates for fire protection and emergency medical services (including ambulance services);

WHEREAS, the DISTRICT is qualified to provide the fire protection and emergency services required by the ILLINOIS TOLLWAY on the Ronald Reagan Memorial Tollway (I-88) between milepost 44.2 and milepost 49.2, in the eastbound and westbound directions, as depicted in Exhibit A (“Service Area”);

WHEREAS, the CITY operates the DISTRICT, which was created by and operates pursuant to general powers conferred under the Illinois Municipal Code, 65 ILCS 5/11-6-1, *et. seq.*;

WHEREAS, the ILLINOIS TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et. seq.*, is authorized to enter into this AGREEMENT,

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the ILLINOIS TOLLWAY and the DISTRICT (collectively, "Parties") agree as follows:

1. Relative to each occurrence in the Service Area (*see* Ex. A) to which the DISTRICT responds, the ILLINOIS TOLLWAY will pay the DISTRICT \$500.00 to reimburse a portion of the costs the DISTRICT incurs in connection with the response. On each anniversary of this AGREEMENT, this fee shall automatically increase by \$10.00. Also:
 - a. If helicopter rescue services are provided in accordance with criteria established by the hospital originating the request for such services, such services shall be billed directly by the helicopter rescue service to the party the helicopter was required to transport; the ILLINOIS TOLLWAY shall not be responsible for helicopter transport services, except as provided under Workers' Compensation Act, 820 ILCS 305/1, *et seq.*;
 - b. Special hazardous material rescue and clean up services not provided by the DISTRICT shall be billed directly by the provider to the person(s) or entities who caused such services to be required.
 - c. Nothing in this AGREEMENT shall prohibit the DISTRICT from billing any patient, including the insurance provider for the patient, for ambulance transportation to receive emergency medical care.

2. For, and in consideration of, the compensation specified above, which the ILLINOIS TOLLWAY and the DISTRICT agree constitutes the sole and exclusive amount for which the ILLINOIS TOLLWAY will be responsible for as a result of or due to a response by the DISTRICT, the DISTRICT agrees:
 - a. To use its best efforts to provide fire protection and emergency services for persons and property in the Service Area. If changes in the Service Area are required to more efficiently serve the needs of ILLINOIS TOLLWAY patrons, the Service Area may be amended by written agreement of the Parties.
 - b. To proceed, whenever fire equipment is available, to the location in the Service Area (*see* Ex. A) designated by an authorized representative of the ILLINOIS TOLLWAY. The DISTRICT shall make every effort to provide its own back-up response when its own manpower and/or equipment is not available for call-out. In the event an emergency call is directed to the DISTRICT from a source other than the ILLINOIS TOLLWAY, the DISTRICT shall promptly notify an authorized representative of the ILLINOIS TOLLWAY of the nature of the emergency and the designated location.
 - c. To respond with necessary available equipment and manpower as indicated by the information provided by the authorized representative of the ILLINOIS TOLLWAY.
 - d. To present to the ILLINOIS TOLLWAY, within forty-five (45) days of an event in the Service Area that requires the provision of any fire protection and

emergency services, an invoice including the hour, date, time and place of the DISTRICT's response to the event; and the amount due and owing from the ILLINOIS TOLLWAY pursuant to this AGREEMENT. The ILLINOIS TOLLWAY will promptly process all timely and sufficient invoices submitted by the DISTRICT. The DISTRICT shall not bill the ILLINOIS TOLLWAY for any services billed to an ILLINOIS TOLLWAY patron, and the ILLINOIS TOLLWAY shall not be responsible for any services billed to an ILLINOIS TOLLWAY patron, even if the DISTRICT fails to obtain payment from or on behalf of the ILLINOIS TOLLWAY patron.

- e. To keep confidential, and not disclose, distribute or otherwise share, any photographs, video or electronic images that depict any matter that may have occurred on ILLINOIS TOLLWAY property, except for disclosures to (i) physicians and medical personnel directly involved in the treatment of a patient involved in an occurrence, (ii) insurance companies representing a party involved in an occurrence, or (iii) the State Fire Marshal. Disclosure also is permissible to the extent required by the Illinois Freedom of information Act.

I. GENERAL PROVISIONS

1. The ILLINOIS TOLLWAY, the DISTRICT and their respective agents agree that they shall communicate, cooperate and coordinate with one another on all issues pertaining to a response and the consequent need for fire protection and emergency services in the Service Area, including but not limited to traffic and incident management.
2. All promises, agreements, covenants and representations, express or implied, oral or written, concerning the subject matter of this AGREEMENT are contained in this AGREEMENT, which embodies the entire agreement and understanding between the Parties. No other promises, agreements, covenants or representations, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter of this AGREEMENT, and neither the fact of this AGREEMENT nor any of its terms creates, or is intended to create, any rights or interests in any third party. This AGREEMENT is made solely for the benefit of the ILLINOIS TOLLWAY and the DISTRICT. All prior and contemporaneous negotiations, promises, agreements, covenants and representations between the Parties concerning the subject matter of this AGREEMENT are merged into this AGREEMENT.
3. Whenever in this AGREEMENT approval or review by either the DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
4. No later than fourteen (14) calendar days after execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full-time representative of said PARTY during the period this AGREEMENT is in effect. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to implementation of this AGREEMENT. Representatives may be changed, from time to

time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

5. This AGREEMENT may be executed (including electronically) in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
6. This AGREEMENT may not be amended or modified without the written consent of the Parties and the Illinois Attorney General.
7. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
8. Failure by the ILLINOIS TOLLWAY or the DISTRICT to seek redress for a violation of this AGREEMENT or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DISTRICT unless such provision is waived in writing by the Party intended to benefit therefrom.
9. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles, and in the event of a dispute, venue shall lie exclusively in DuPage County, Illinois.
10. The DISTRICT shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. The DISTRICT shall maintain books and records, including information stored in databases or other computer systems, for a period of three (3) years from the date of final payment under this AGREEMENT. Books and records the DISTRICT is required to maintain shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois or ILLINOIS TOLLWAY internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
11. Either Party to this AGREEMENT may terminate this AGREEMENT by notifying the other Party in writing. Such written notice shall be effective ninety (90) days after the date of the notice. Such written notice shall be sent by U.S. Mail or overnight messenger as follows:

If to the DISTRICT

The City of Rock Falls
603 West 10th Street
Rock Falls, IL 61071
Attention: Fire Chief

If to the ILLINOIS TOLLWAY

The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attention: General Counsel

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed on the dates indicated.

THE CITY OF ROCK FALLS

By: _____ Date: _____
Rodney Klecker
Mayor

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Lanyea Griffin
Interim Executive Director

Approved as to Form and Constitutionality

_____, AAG
Attorney General, State of Illinois

Illinois Tollway_City of Rock Falls_06.01.2022



EXHIBIT A

Rural Rock Falls Fire Protection District

Ronald Reagan Memorial Tollway



Eastbound and Westbound Milepost 44.2 to Milepost 49.3

RESOLUTION 2015 - 711

A RESOLUTION APPROVING THE FUND BALANCE POLICY

WHEREAS, the City of Rock Falls operates utilities departments providing and furnishing electric service, garbage and waste collection service, potable water supply and wastewater treatment and disposal services for the residents of the City; and


WHEREAS, each of the utility departments operated by the City maintains segregated funds, designated "Enterprise Funds" into which are deposited the receipts generated from the operation of each separate utility department, and from which are paid expenses incurred in the operations of each separate respective department; and

WHEREAS, the City Council has identified a need to maintain certain minimum reserve balances within each respective utility department as a means of ensuring the financial stability of those departments, and the City Council has concluded that the needs so identified should be reduced to written formal policy applicable to the City Council and future councils, to the extent possible,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rock Falls that:


1. The statements contained in the preamble paragraphs to this resolution are true and accurate and are incorporated herein.
2. The document attached hereto labeled "City of Rock Falls Fund Balance Policy" is hereby adopted as the official policy of the City of Rock Falls creating and setting forth the minimum balance requirements applicable to each utility or enterprise fund maintained and held by the City of Rock Falls.
3. The City of Rock Falls Fund Balance Policy, in the form as attached hereto, is hereby approved and adopted by the City Council as the official Fund Balance Policy of the City, and a copy of said policy shall be maintained within the Office of the Clerk and shall be provided to the Superintendent of each separate utility department and to the office of City Administrator as the official policy of the City for future operational requirements of each separate enterprise and utility department.

Passed this 2nd day of June 2015 .



Mayor William B. Wescott

ATTEST:



City Clerk

CITY OF ROCK FALLS FUND BALANCE POLICY

In order to follow best practices of government accounting this policy's purpose is to ensure the City of Rock Falls' financial stability by protecting itself against revenue shortages caused by economic downturns, natural disasters, policy changes instituted by the State or Federal Governments or any unpredicted one-time expenditures. The reserve fund balances shall be designated on the monthly Treasurer's Reports as "Restricted" accounts. This policy will establish the minimum fund balance reserves to be maintained in the General and Enterprise Funds.

General Fund

The City of Rock Falls shall maintain a minimum undesignated fund balance equal to 45 days of general fund operating expenditures as determined from year to year based upon the fiscal year budget approved by the City Council.

Enterprise Funds

Electric: The City of Rock Falls shall maintain a minimum undesignated fund balance equal to 90 days of the Electric Utility operation and maintenance expenditures as determined from year to year based upon the fiscal year budget approved by the City Council.

Garbage: The City of Rock Falls shall maintain a minimum undesignated fund balance equal to 180 days of Garbage Utility operation expenditures as determined from year to year based upon the fiscal year budget approved by the City Council.

Water: The City of Rock Falls shall maintain a minimum undesignated fund balance equal to 180 days of Water Utility operation and maintenance expenditures as determined from year to year based upon the fiscal year budget approved by the City Council.

Wastewater: The City of Rock Falls shall maintain a minimum undesignated fund balance equal to 180 days of Wastewater Utility operation and maintenance expenditures as determined from year to year based upon the fiscal year budget approved by the City Council.

The undesignated fund balances do not include any funds for which there are specific covenants, bond obligations or debt service coverage requirements.

Use of Funds

Upon recommendation by the Finance Committee of the City of Rock Falls, the City Council can approve the use of the undesignated funds by Resolution in the case of economic downturns, natural disasters, policy changes instituted by the State or Federal Governments or any unpredicted one-time expenditures. The Resolution shall state the reason and necessity for the use of the funds and a plan for replenishment of the funds back to the minimum level. No such Resolution shall be effective unless approved by a three-fourths majority vote of the corporate authorities then holding office.

FY 23 Fund Minimum Balance					Per Treasurer's Report
Fund	Budgeted O & M	Minimum Balance	Days of O & M	Per Day Cost	Current Balance
General	\$ 7,380,839.15	\$ 786,678.80	45	\$ 17,481.75	1.1 M
Electric	\$ 10,809,174.00	\$ 2,665,275.78	90	\$ 29,614.18	11.8 M
Water	\$ 1,330,439.00	\$ 656,106.90	180	\$ 3,645.04	1.8 M
Sewer	\$ 1,899,370.00	\$ 936,675.62	180	\$ 5,203.75	5.7 M
Garbage	\$ 727,500.00	\$ 358,767.12	180	\$ 1,993.15	508 K

NEED TO ADD TOURISM



Rhino Industries, Inc.
 PO Box 296
 Nauvoo, IL 62354 US
 3093370827
 rhinoindustries@frontiernet.net
 www.rhinodewateringsolutions.com

Estimate

ADDRESS
 City of Rock Falls, Water Reclamation
 101 Clearwater Dr
 Rock falls, IL 61071

SHIP TO
 City of Rock Falls, Water Reclamation
 603 W 10th Street
 Rock falls, IL 61071-2854

ESTIMATE #	DATE	EXPIRATION DATE
1039	04/14/2022	05/14/2022

PURCHASE ORDER NUMBER
 To Come

DATE	ACTIVITY	ACTIVITY	AMOUNT
12/22/2021	SSI-E FLOOR_050 PVC/EPDM 1/2" PVC/EPDM Dosing System PP/PE skid for solenoid driven pumps, (30"W x 30"D x 60"H) 1/2" PVC/EPDM socket weld pipe and fittings Wye strainer 500ml PVC calibration column Pressure relief valves Pressure gauge with isolator Back pressure valve Plumbing and components rated at 150 PSI regardless of pump pressure.	Sales	10,346.56
	DULCOflex Control DFXa Peristaltic Pump <i>The new DULCO flex Control is an intelligent peristaltic metering pump that is valve-free and has the accuracy of a diaphragm pump. Applications include gaseous, highly viscous, abrasive, shear- sensitive and chemically aggressive fluids. The liquid end of the pump is designed for a quick and simple replacement of the tubing, utilizing a unique exchange process. The pump display provides precise instructions on the steps required for the tube replacement. The DULCO flex Control is powered by a DC motor and will provide continuous metering from 0.048 GPD (0.18 L/D) to 7.92 GPH (30 L/H).</i>		

DATE

ACTIVITY

ACTIVITY

AMOUNT

Capacity:

* 7.93GPH; 30L/H

* 73PSI; 05BAR

Selected Options:

* Tube material: PUR

(Polyurethane)

* Seal material: PTFE

* Orientation of dosing head: Left
(view from behind)

* Hydraulic connection: connection
1/2"x3/8" USA

* Tube rupture detector: optical tube
break detector

* Electrical connection: universal
100-240V

* Cable and plug: USA 115V, 6 ft.
(2m)

* Relay function: No relay

* Accessories: Standard fit + inject.
v. 1/2"

* Control Variant:

Manual+Cont.m.PulseCont.+Analog

* Approval: MET (USA)

Universal control cable, 5-pin round
plug; 5-wire 6 ft. (2 m)

TERMINAL BOX KIT, 1 PUMP,

GFI RECEPTACLE, 1 @

\$10,346.56

Installation by Rhino with
Assistance by Plants Staff, including
electrician if needed. No Cost
charged by Rhino for installation,
setup, and training.

Sales

0.00

TOTAL

\$10,346.56

Accepted By

Accepted Date

QUOTE



AllMax Software, Inc.
 911 South Main Street
 Kenton, OH 43326
 419-673-8863 Fax 419-673-8864
 www.allmaxsoftware.com

Operator10, Synexus, Antero
 O&M Data Management Software

DATE
10/15/2021

REP	ACCOUNT #
KYG	101030

NAME / ADDRESS
Matthew Trotter City of Rock Falls IL 630 West 10th Street Rock Falls, IL 61071 RE: Full Program Setup Quote for Operator10 Wastewater Software

DESCRIPTION	PRICE
Operator10 Wastewater Program Setup - not to exceed Complete database setup using the information provided by client. Includes: netDMR reports, calculations, and data entry.	\$ 15,750.00
Total:	\$ 15,750.00

Quote provided is an estimate of the total hours needed to complete the setup. You will only be charged for the total actual hours needed to complete the setup, and you will not be invoiced until the setup is completed and delivered to the facility.

BY SIGNING BELOW OR PAYING ANY AMOUNT DUE UNDER AN INVOICE THAT REFERENCES THE SUPPORT SUBSCRIPTION SERVICE AGREEMENT ("SSSA"), YOU OR THE ENTITY YOU ARE SIGNING ON BEHALF OF, AS THE CASE MAY BE, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SSSA. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates. If you do not have such authority, or if you or the entity you are signing on behalf of does not agree to be bound by the terms and conditions of the SSSA, you must not sign or otherwise accept this agreement or use the services. A COPY OF THE FULL TEXT OF THE SSSA IS AVAILABLE.

APPROVAL SIGNATURE & DATE

**CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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

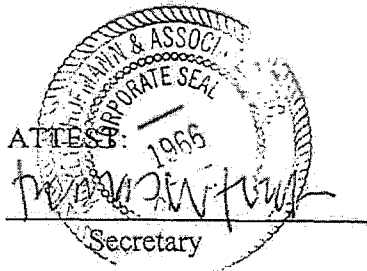
9. **Dispute Resolution.** Any claims or disputes between the City and the Engineer arising out of the services provided by the Engineer under this Agreement shall be submitted to non-binding mediation. In the event mediation does not result in resolution of any such dispute or claim, any litigation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

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

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

WILLETT HOFMANN & ASSOCIATES,

By Brian K. Cowden
PRESIDENT
(Title)



CITY OF ROCK FALLS, ILLINOIS,

By _____
Mayor

ATTEST:

City Clerk

Exhibit 1
Project Description

The City needs to construct a drying facility for the vactor truck waste that is removed from the sanitary sewer cleaning maintenance program. The drying facility will have an area of approximately 9,000 square feet and the average maximum depth of 1.4 feet for a total volume of approximately 94,000 gallons. The drying facility will have concrete walls and asphalt sloped floor. There will be a drainage system to allow the liquid from the vactor truck waste to flow back into the site sanitary sewer system.

Exhibit 2
Description of Services

Design Phase Engineering Services

The design phase engineering services will include the following:

1. Perform a topographical survey of the site where the drying facility will be located.
2. Preparation of the construction drawings.
3. Preparation of a Project Manual which will include the bidding and contract documents, general conditions, and technical specifications.
4. One project design meeting to review the construction drawings and Project Manual prior to bidding.

Construction Phase Engineering Services

The construction engineering services will include the following:

1. Advertising the project for bids in the local newspaper on behalf of the City. The City will pay the bid advertisement cost.
2. Answer contractor questions during bidding and prepare any addenda, if necessary.
3. Conduct public bid opening.
4. Prepare a bid summary and award letter.
5. Conduct a pre-construction meeting with the City, Contractor and WHA.
6. Construction staking.
7. Shop drawing review.
8. Provide part-time construction observation (100 Hours).
9. Prepare monthly pay requests for submittal to the City.
10. Prepare record construction drawings.

Exhibit 3
Compensation

We propose to perform the engineering services for the wastewater treatment plant vector truck waste drying facility on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule, and detailed in the table below.

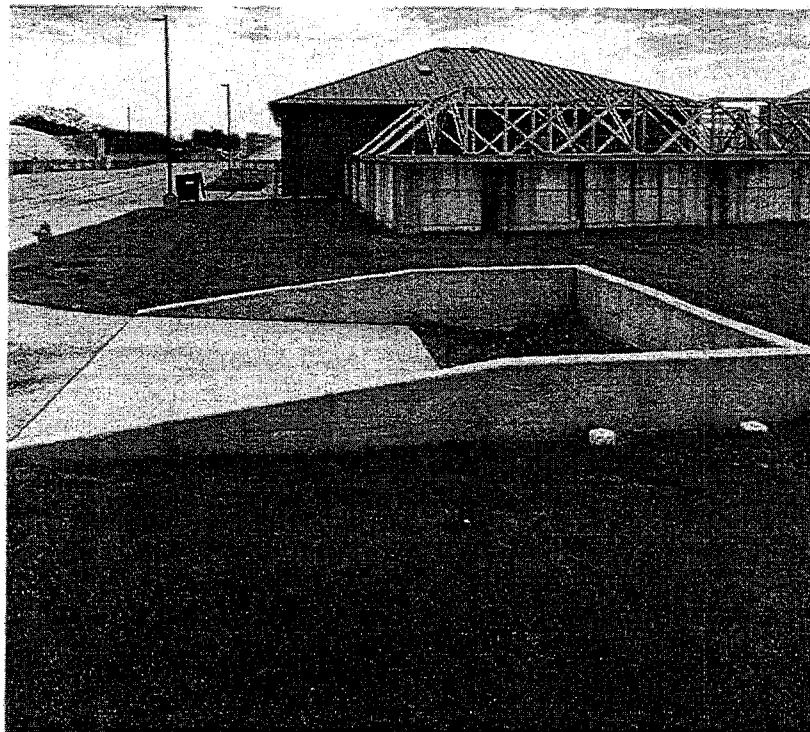
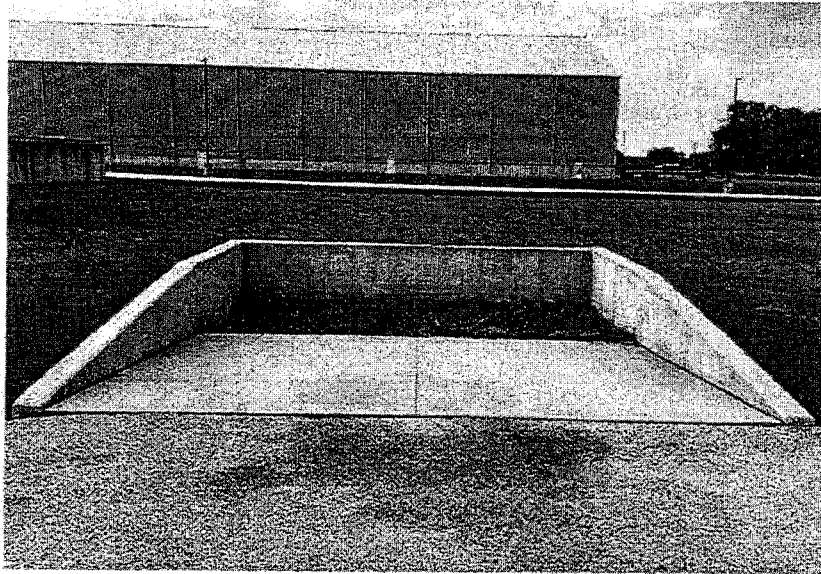
Engineer Fee Summary

Phase	Fee
Design Engineering	\$20,000
Construction Engineering	\$20,000
Total Engineering Fee	\$40,000

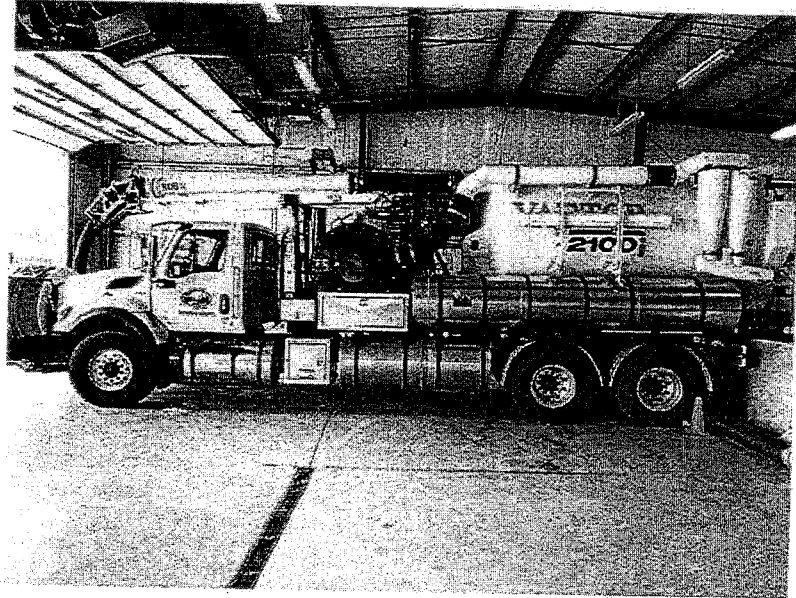
City of Rock Falls
 WWTP Vactor Material Drying Structure
 Preliminary Cost Estimate
 May 17, 2022

	Quantity	Units	Unit Price	Total Cost
Earth Excavation	1300	C.Y.	\$ 25	\$ 32,500
Concrete Wall and Footing	120	C.Y.	\$ 600	\$ 72,000
Aggregate Base Course	700	Tons	\$ 25	\$ 17,500
Bituminous Binder Course	230	Tons	\$ 100	\$ 23,000
Bituminous Surface Course	120	Tons	\$ 100	\$ 12,000
Drainage Tile	120	L.F.	\$ 60	\$ 7,200
Sanitary Sewer, 8" Dia.	120	L.F.	\$ 90	\$ 10,800
Sanitary Manhole, 4' Dia.	2	Each	\$ 6,000	\$ 12,000
Insurance and Bonds	1	L.S.	\$ 3,800	\$ 3,800
Mobilization	1	L.S.	\$ 5,600	\$ 5,600
General Conditions/PM/OHP	1	L.S.	\$ 35,000	\$ 35,000
			Construction	\$ 231,400
			Contingency	\$ 23,600
			Engineering	\$ 40,000
			Total Project Cost	\$ 295,000

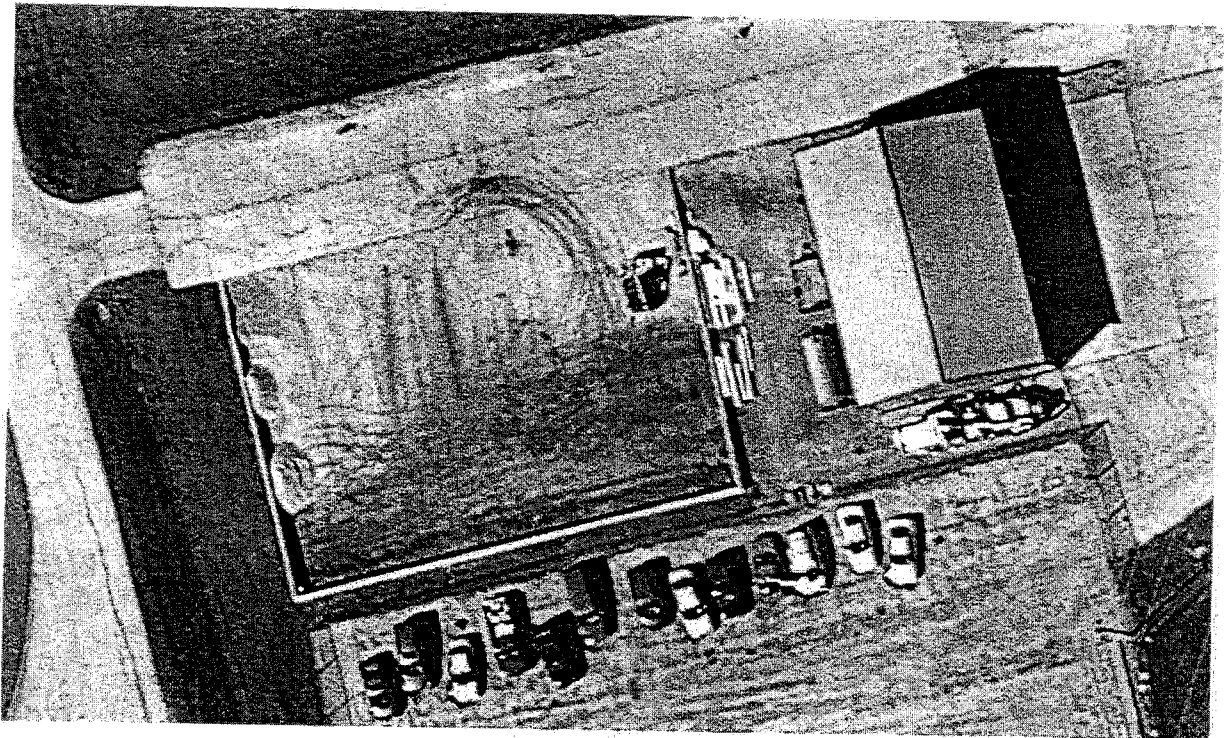
Rock Falls Spoils Dewatering



Rock Falls Vector



Dixon Vector Spoils Dewatering





May 18, 2022

Mr. Dick Simon

Electrical Director, City of Rock Falls

1109 Industrial Park Rd.

Rock Falls, IL 61071-3161

Office: 815-622-1145

Cell : 815-716-0122

Email: dsimon@rockfalls61071.com

Re: City of Rock Falls Hydroelectric Plant
Hydro Consulting and Support Services

Dear Mr. Simon,

It was a pleasure to meet you and Larry last week! Thank you for the tour of your hydro plant and your time in discussing your needs. **HYDRO** Partners is pleased to provide this proposal to the City of Rock Falls (City) with the goal of assisting the City in operating and maintaining the Upper Sterling hydroelectric plant most successfully. The adjustable bladed (Kaplan-style) turbines are unique, even to the hydroelectric industry. **HYDRO** Partners has extensive experience in operating and maintaining similar hydroelectric projects, and is prepared to support the City in a variety of important ways both in the short and long-term, including the following,

- 1) **Conduct an Operations Audit.** This work comprises an in-depth review of all operations & maintenance practices with formal report of findings and recommendations. The audit includes a review of project performance including compliance demonstration and the coordination and communication with the State on dam operations. An energy analysis and plant factor review (water use efficiency) will be conducted based on industry standards for operational performance.
- 2) Development of a formal project **Inspection & Maintenance Manual** (manual). The manual will be comprehensive of the entire plant, and contain detailed information related to operation, inspection & maintenance, testing, calibration, refurbishment and replacement of project equipment and components. All procedures will be based on hydro industry best practices, and will include the following,
 - a) detailed technical scope and procedures to be used for annual outages
 - b) daily, weekly monthly hydro plant preventative routines and schedules
 - c) critical spare parts inventory



d) testing and calibration program for all instruments

NOTE: This work will be coordinated with AIMS Mechanical, LLC to expand and strengthen the existing practice and capture the history of maintenance activities where appropriate

- 3) Create **Specialized Scopes of Work** from industry best practices for refurbishment and vendor sourcing of replacements or upgrades of specialized hydro plant components. Examples specialized components include generator rewinds, gear box inspection and testing protocols and selection and procurement of an upgraded trash rake cleaner.
- 4) Preparation of a **Short and Long Term Capital Budget**. Equipment condition assessments and life cycle evaluations will be crossed to risk to identify which component failures carry the highest risk to the City. Risk profiles include people safety, energy revenue, reputational, and regulatory and compliance. The budget will be prioritized based on risk with cost estimates provided.
- 5) Participate in and prepare the **2023 Annual Outage Report**. This report will inspect and document all the processes and inspection procedures necessary to assess and trend the hydro equipment's existing health, and will identify areas of concern, and be used to augment the existing preventative program.

Estimated not-to-exceed (NTE) pricing has been developed along with a schedule for items #1-5 and is depicted below. Please note the schedule includes the travel, subsistence and on-site expenses to conduct the scope of work in this proposal,

City of Rock Falls - Pricing Schedule

Item#	Qty (hrs)	Rate/hr	Schedule	Cost
Operations Audit	32	\$125	2022-08-01	\$4,000.00
Inspection & Maintenance Manual	100	\$125	2022-12-31	\$12,500.00
Specialized Scopes of Work	25	\$125	as req'd	\$3,125.00
Capital Budget	12	\$125	2022-12-31	\$1,500.00
2023 Annual Outage Report	25	\$125	2023-03-31	\$3,125.00
Travel / On-site Expense (5 trips)	5	(lump sum) \$775 ea.	as req'd	\$4,725.00
				\$28,975.00

Terms: Net 30 days from dated invoice that follows the period for work completed



sklabunde@hydropartners.onmicrosoft.com

920-570-2156

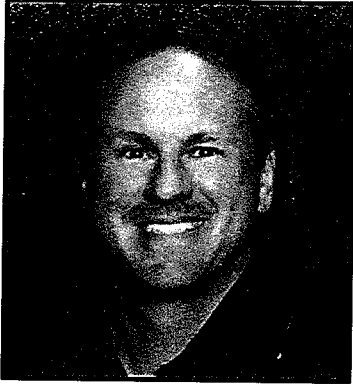
Thank you for this opportunity to assist the City with their hydro needs. All of the above work and deliverables will be aligned with industry best practice, and will reflect the City's best interest in all aspects. We are confident that the proposed work will ensure the City's hydro assets will only increase in value. I have attached a statement of qualifications for your review. Please do not hesitate to contact me with any questions at (920) 570-2156 or by email at sklabunde@hydropartners.onmicrosoft.com

Sincerely,

A handwritten signature in cursive script that reads "Scott R. Klabunde".

Scott R. Klabunde

Attachments; Scott Klabunde, Resume (statement of qualifications)



Scott Klabunde

30 years of experience in the Hydropower Industry, focused on Operations & Maintenance, Plant Upgrading, Project Licensing and Compliance

Scott's current assignments are focused on Hydro Plant Operations & Maintenance support services. These services are currently being provided for various hydroelectric projects across the Upper Midwest.

Scott joined the hydroelectric industry with North American Hydro (NAH, now part of Eagle Creek Renewable Energy) in 1992, responsible for designing and installing proprietary hydropower equipment for a significant number of hydro plants in North America. In 1998 NAH divested their contract service work to focus solely on plant acquisition and operations management, and Scott developed a sustainable operations model used over the next twelve (12) years to successfully integrate forty (40) additional plants into the NAH fleet. NAH's growth covered a five-state region involving ten (10) separate transactions. Scott was directly responsible for leading all plant support roles including department structuring, staffing, training, mentoring, and coaching of all teams. Scott also managed all operations and maintenance functions, asset management, energy optimization, capital projects, and regulatory compliance. Scott's most recent role with Hydro Consulting and Maintenance Services (HCMS) focused on new business development through formulating marketing strategies, developing, cultivating and maintaining industry relationships, and the preparation of equipment upgrades, repair and servicing proposals. This included participation in site coordination and management of service crews, contractors, schedules, materials and customer satisfaction.

Prior to the hydro industry, Scott's experience includes engineering and design positions at several companies. Scott has an AA in Mechanical Design from North Central Technical College, has been an active member of industry organizations including CEATI (Centre for Energy Advancement through Technological Innovation), EUCG (Electric Utility Cost and Performance Group). Scott has chaired the NHA's (National Hydropower Association) HPC (Hydraulic Power Committee) and has chaired the O&M sub-committee of the HPC. Scott also chairs the Strategic Planning Committee for MHUG (Midwest Hydro Users Group)

-Professional and Personal References are Available-



ROCK FALLS UTILITIES COMMITTEE POLICY

TITLE: **UTILITY BUSINESS PRACTICE**

DATE APPROVED:

CATEGORY: **Committee**

DATE REVIEWED:

POLICY REFERENCE: **C-5**

Rock Falls Utilities Committee exists to build value for its citizen owners by providing electric, water, and wastewater ~~and fiber~~ services in a safe, reliable and competitive manner. In pursuit of this purpose, the Committee will work to build a reputation for operational effectiveness, customer loyalty, and competitive products and services by:

1. Operating all functions efficiently, cost-effectively, and reliably;
2. Ensuring the financial strength to meet diverse customer needs and maximize owner value;
3. Attracting, retaining and developing a diverse, quality workforce with the skills necessary to succeed in a competitive marketplace;
4. Ensuring the continued best value for citizen owners through effective planning;
5. Enhancing customer loyalty by identifying and exceeding customer expectations during customer contact; providing competitive pricing for products and services; providing value added products and services that attract and retain customers; incorporating community input and values in decision making; fulfilling our role as a good corporate citizen; and communicating the value of our Utilities to its owners and customers; and
6. Exercising the highest practical degree of care in meeting applicable public and employee environmental, health and safety standards.
7. Maintaining sustainable practices and environmental stewardship in compliance with state and federal regulations, standards and laws.