

# City of Rock Falls

603 W. 10<sup>th</sup> 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 10<sup>th</sup> Street, Rock Falls, IL 61071

August 16, 2022  
5:30 p.m.

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

### **Police Department - Oath of Office**

Kristofer Perez  
Mark Thatcher

### **Audience Requests**

### **Community Affairs**

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

### **Consent Agenda:**

1. Approval of the minutes of the August 2, 2022, City Council Meeting ☞
2. Approval of bills as presented ☞
3. Approval of Twelve Month Raffle License for Ducks Unlimited ☞
4. Approval to enter into Engagement to Perform Continuing Disclosure Services with Chapman and Cutler, LLP, 320 South Canal Street, Chicago, IL 60606 in the amount of \$2,000.00 ☞

### **Ordinances 2<sup>nd</sup> Reading and Adoption:**

1. Ordinance 2022-2579 - Amending Chapter 16, Article VI of the Rock Falls Municipal Code Relating to Electrical Contractor Testing ☞

### **City Administrator Robbin Blackert**

### **Information/Correspondence**

Matt Cole, City Attorney  
Corey Buck, City Engineer

## **Alderman Reports/Committee Chairman Requests**

### **Ward 1**

Alderman Bill Wangelin – Public Property/Public Works Committee Chairman

1. Recommendation from the Public Works Public Property Committee to approve renewal of the Farm Lease with Ted Jacobs, 6768 Hickory Hills Road, Rock Falls, IL 61071 for Lots 3, 4 and 5 in Glen's Garden Subdivision consisting of 57.5 tillable acres ☞
2. Recommendation from the Public Works Public Property Committee to move forward with acquiring 3 lots on W 2<sup>nd</sup> Street from Coloma Township Park District ☞
3. Recommendation from the Public Works Public Property Committee to approve Twin City Construction to do a grind and overlay on 7<sup>th</sup> Avenue from W 10<sup>th</sup> Street to Route 30 for an estimated cost of \$80,000.00 and W 12<sup>th</sup> Street from 8<sup>th</sup> Avenue to 9<sup>th</sup> Avenue at an estimated cost of \$12,000.00 – Total cost is estimated to be \$92,000.00

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

### **Ward 2**

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

1. Recommendation from the Building Code Committee to enter into a License Testing Agreement between the City of Rock Falls and CLEC Enterprises, LTD, 5105 Tollview Drive, Suite 270, Rolling Meadows, IL 60008 at no cost to the City ☞
2. Alderman Casey Babel – Tourism Committee Chairman

### **Ward 3**

Alderman Steve Dowd

### **Ward 4**

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

Alderman Marshall Doane

Mayor's Report:

### **Adjournment**

Next City Council meeting – September 6, 2022, at 5:30 p.m.

Posted: August 12, 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 August 2, 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 Wangelin, Snow, Babel, Dowd, Doane, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present. Absent Alderwoman McKanna.

### **Audience request:**

Terry Fritz asked for a pothole to be fixed with cold patch on Avenue C between 10<sup>th</sup> and 11<sup>th</sup> Street.

### **Community Affairs:**

None

### **Consent Agenda:**

Consent Agenda items 1-3 were read aloud by City Clerk Pam Martinez.

1. Approval of the minutes of the July 19, 2022, City Council Meeting.
2. Approval of bills as presented.
3. Approval of Twelve-Month Raffle License for April House Children's Advocacy Center with request to waive fidelity bond requirement.

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

**Vote 6 aye, motion carried.**

### **Resolutions:**

1. Resolution – No Parking on Dixon Avenue Detour Route During Construction.

A motion was made by Alderman Snow to approve Resolution – No Parking on Dixon Avenue During Construction and second by Alderman Wangelin.

**Vote 6 aye, motion carried.**

### **Ordinance 1<sup>st</sup> Reading:**

1. Ordinance 2022-2579 – Amending Chapter16, Article VI of the Rock Falls Municipal Code Relating to Electrical Contractor Testing

A motion was made by Alderman Snow to approve Ordinance 2022-2579 – Amending Chapter16, Article VI of the Rock Falls Municipal Code Relating to Electrical Contractor Testing and second by Alderwoman Sobottka.

**Vote 6, motion carried.**

### **City Administrator:**

None

City Attorney: none

City Departments: none

Alderman Wangelin asked when the new residence parking signs will be installed on West 2<sup>nd</sup> Street, Administrator Blackert stated they will be installed before school starts.

A motion was made by Alderman Snow to approve Recommendation from the Utility Committee to approve the Utility Office write-offs from April 2022 through June 2022 totaling \$9,758.12 and second by Alderman Wangelin

**Vote 6 aye, motion carried.**

A motion was made by Alderman Snow to approve Recommendation from the Utility Committee to approve the Hook up/Tap Fee for Riverside Mobile Home Park for \$2,500.00 and second by Alderman Dowd.

**Vote 6 aye, motion carried.**

A motion was made by alderman Snow to approve Recommendation from the Utility Committee to Approve the change to the General Procedures Governing Utility Service – Section X. Utility Termination, C. Hours and Conditions of Termination and second by Alderman Wangelin.

**Vote 6 aye, motion carried.**

Alderman Snow commented on the 3<sup>rd</sup> Avenue project on how well it is all going, and all curb and gutter has been completed.

Alderwoman Sobottka stated there are still bricks available for free.

Mayor's Report:

Resignation received from Alderwoman Devers. Anyone interested in Ward 3 position contact Mayor Kleckler.

Dixon Avenue project contracts being signed on August 3, 2022.

East Industrial Park – 40 acres – storage facility going in.

Riverside Mobile Home Park is having moderation being done with the new owner.

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

**Vote via voice, motion carried (5:46 p.m.)**

*Pamela Martinez*

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 08/16/2022

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:

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Tourism	\$6,847.56
General Fund	\$534,091.62
Demolition Fund	\$2,033.50
TIF - Downtown Redevelopment	\$405.16
Electric	\$583,541.87
Sewer	\$57,038.06
Water	\$22,755.73
Customer Service Center	\$5,747.61
Motor Fuel Tax	\$585.00
Customer Utility Deposits	\$1,035.10
	<hr/> <hr/>
	\$1,214,081.21

Alderman Wangelin  
Alderman Palmer  
Alderman Doane

INVOICES DUE ON/BEFORE 08/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1095	TURNROTH SIGN CO, INC.	845.50	410.00
2796	U.S. CELLULAR	1,764.15	81.56
5235	WRCV-FM	980.00	350.00
5314	LINK MEDIA OUTDOOR	4,836.00	1,612.00
T0005337	STAHR MEDIA LLC	150.00	480.00
	TOURISM		2,933.56
GENERAL FUND			
01	ADMINISTRATION		
1052	SAUK VALLEY MEDIA	2,851.03	115.10
4011	SAUK VALLEY BANK & TRUST CO.		27,378.55
753	ROCK FALLS CHAMBER OF COMMERCE	2,500.00	500.00
T0005178	MARSH USA INC		100.00
	ADMINISTRATION		28,093.65
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	300.00	100.00
	CITY ADMINISTRATOR		100.00
04	BUILDING		
2797	MARK SEARING	120.00	40.00
	BUILDING		40.00
05	CITY CLERK'S OFFICE		
5308	LEAF	1,876.72	92.71
	CITY CLERK'S OFFICE		92.71
06	POLICE		
1448	IL DEPT OF INNOVATION &	796.86	398.43

INVOICES DUE ON/BEFORE 08/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1853	MOORE TIRES INC.	2,294.19	26.55
2380	AUTOZONE	95.00	13.96
2451	MENARDS	767.06	69.99
350	GISI BROS INC	5,439.85	85.69
4508	LEXISNEXIS RISK SOLUTIONS	92.00	32.50
5032	COMCAST	1,466.91	6.33
5110	KUNES COUNTRY AUTO GROUP	63,744.53	3,334.57
5353	MARK THATCHER		314.26
683	P. F. PETTIBONE & CO.		18.00
T0004231	ULTRA STROBE COMMUNICATIONS		3,786.85
	POLICE		8,087.13
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS LLC	2,593.84	950.00
	CODE HEARING DEPARTMENT		950.00
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	72,835.36	18,775.10
5269	DIXON PAINT COMPANY		195.73
5329	BF ENGINEERING PLLC		360.00
55	ARAMARK	2,123.68	88.57
	STREET		19,419.40
12	PUBLIC PROPERTY		
4136	ILLINOIS EPA	19,139.00	4,229.75
533	ELECTRONICS, INC.	2,021.25	50.00
T0000826	FIREHOUSE MINISTRIES	1,020.99	239.34
	PUBLIC PROPERTY		4,519.09
13	FIRE		
1622	C.O.P.S. TESTING SERVICE, INC.		2,200.00
2301	STERLING NAPA	81.27	24.64

INVOICES DUE ON/BEFORE 08/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
2747	KEN WOLF	174.32	40.00
423	AT&T	271.20	81.45
5308	LEAF	1,876.72	92.71
	FIRE		2,438.80
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	2,985.27	52.16
2557	ASPLUNDH TREE EXPERT CO.	39,680.45	20,994.00
440	IMUA		912.00
4995	CLOUDPOINT GEOSPATIAL	20,100.00	1,983.34
795	SBM BUSINESS EQUIPMENT CENTER	3,521.83	60.00
	OPERATION & MAINTENANCE		24,001.50
SEWER FUND			
38	OPERATION & MAINTENANCE		
4995	CLOUDPOINT GEOSPATIAL	20,100.00	1,983.33
	OPERATION & MAINTENANCE		1,983.33
WATER FUND			
40	WATER		
4026	ILLINOIS EPA		250.00
	WATER		250.00
48	OPERATION & MAINTENANCE		
4361	FERGUSON WATERWORKS #2516	22,145.58	184.89
4606	TOWER EQUIPMENT CORP		1,549.55
4995	CLOUDPOINT GEOSPATIAL	20,100.00	1,983.33
5171	FERGUSON ENTERPRISES LLC #3099	1,426.40	491.65
5337	PACE ANALYTICAL SERVICES LLC	990.13	399.65
55	ARAMARK	2,123.68	94.86
631	MURRAY & SONS EXCAVATING, INC	40,246.80	3,150.00



DATE: 08/04/22  
TIME: 14:32:01  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/05/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
67	B & D SUPPLY CO.	293.72	207.11
	OPERATION & MAINTENANCE		8,061.04
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	10,775.00	3,500.00
	CUSTOMER SERVICE CENTER		3,500.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5329	BF ENGINEERING PLLC		585.00
	MOTOR FUEL TAX		585.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005664	ERIC FREY		188.79
T0005665	LYNN ALDRIDGE		200.00
	CUSTOMER UTILITY DEPOSITS		388.79
	TOTAL ALL DEPARTMENTS		105,444.00

INVOICES DUE ON/BEFORE 08/12/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
	BLACKHAWK WATERWAYS	ANNUAL DINNER	60.00
	TOWER EQUIPMENT CORP	TABLE/CHAIRS /ART IN THE PARK	204.00
	KYLE J MORGAN	SOUND SYSTEM	600.00
	NICK PEPPER	SV APPLE CIDER RUN/SPONSORSHIP	250.00
	STAHR MEDIA LLC	FACADE GRANT	2,000.00
	RAY CONLEY	OUTPATIENCE BAND/FTF	800.00
		TOURISM	3,914.00
GENERAL FUND			
01	ADMINISTRATION		
	WARD, MURRAY, PACE & JOHNSON	JULY 2022 FEES	2,304.00
	POWER SYSTEM ENGINEERING INC	FIRE POLICE GENERATOR	6,480.00
	SBM BUSINESS EQUIPMENT CENTER	COPY MACHINE MAINTENANCE	18.00
		ADMINISTRATION	8,802.00
02	CITY ADMINISTRATOR		
	SBM BUSINESS EQUIPMENT CENTER	COPY MACHINE MAINTENANCE	18.00
		CITY ADMINISTRATOR	18.00
04	BUILDING		
	WEX BANK	MONTHLY FUEL PURCHASES	336.10
		BUILDING	336.10
06	POLICE		
	CITY OF ROCK FALLS UTILITIES	JULY 2022 UTILITY BILLINGS	41.15
		JULY 2022 UTILITY BILLINGS	52.96
		JULY 2022 UTILITY BILLINGS	1,119.16
		JULY 2022 UTILITY BILLINGS	21.12
		JULY 2022 UTILITY BILLINGS	46.20
	WARD, MURRAY, PACE & JOHNSON	JULY 2022 FEES	546.00
	PIT STOP CAR CARE INC	CAR WASHES/JAN-JUNE 2022	332.00
		CAR WASHES/JULY-DEC 2021	464.00
	GISI BROS INC	REPAIRS/BRAKES	819.80

INVOICES DUE ON/BEFORE 08/12/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
	KIESLER POLICE SUPPLY INC	AMMUNITION	1,181.40
	DAVE JACKLEY SEWER &	CLEANED DRAIN LINE	175.00
	PORTER LEE CORPORATION	EVIDENCE SOFTWARE SUPPORT	919.00
	WEX BANK	MONTHLY FUEL PURCHASES	3,916.36
	LEAF	COPIER/MAINTENANCE CONTRACT	194.71
	LEGAL AND LIABILITY RISK	TRAINING	295.00
	ELECTRONICS, INC.	MONTHLY ALARM/RADIO SERVICE	318.00
	KRISTOFER PEREZ	SWIC POLICE ACADEMY/MILEAGE RE	347.80
	ROCK FALLS AREA DOG CONTROL	ANIMAL CONTROL	483.42
	UNIFORM DEN INC	UNIFORM	277.17
		POLICE	11,550.25
10	STREET		
	CITY OF ROCK FALLS UTILITIES	JULY 2022 UTILITY BILLINGS	367.01
		JULY 2022 UTILITY BILLINGS	6.40
		JULY 2022 UTILITY BILLINGS	240.10
		JULY 2022 UTILITY BILLINGS	52.96
		JULY 2022 UTILITY BILLINGS	14.00
	ALTORFER INC.	SAFETY VESTS	20.40
	GISI BROS INC	REPAIRS	207.70
	TWIN CITY CONSTRUCTION CO	3RD AVE RECONSTRUCTION	390,204.27
		RETENTION	7,959.73
	KELLEY WILLIAMSON COMPANY	FUEL	135.97
	WEX BANK	MONTHLY FUEL PURCHASES	1,041.11
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	60.34
		UNIFORM/MATS/TOWEL SERVICES	28.23
	MURRAY & SONS EXCAVATING, INC	MOVE PLANTERS ON W 2ND ST	500.00
	ROCK RIVER CARTAGE INC	REPLACED FUEL FILTER	159.39
	TAX-EXEMPT LEASING CORP	STREET SWEEPER/LEASE PAYMENT	5,516.59
		STREET SWEEPER/LEASE PAYMENT	32,445.22
		STREET	438,959.42
12	PUBLIC PROPERTY		
	CITY OF ROCK FALLS UTILITIES	JULY 2022 UTILITY BILLINGS	89.50
		JULY 2022 UTILITY BILLINGS	84.46
		JULY 2022 UTILITY BILLINGS	3,934.65
		JULY 2022 UTILITY BILLINGS	68.69
		JULY 2022 UTILITY BILLINGS	150.23
	GRUMMERT'S HARDWARE - R.F.	PAINT CAN	7.19

INVOICES DUE ON/BEFORE 08/12/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
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GENERAL FUND			
12	PUBLIC PROPERTY		
	CRESCENT ELECTRIC	EMERGENCY LIGHT BATTERY	13.53
	PEST CONTROL CONSULTANTS IL	PEST CONTROL	65.00
	FIREHOUSE MINISTRIES	FULL SERVICE/450 EXPL ATV	246.41
		PUBLIC PROPERTY	4,659.66
13	FIRE		
	CITY OF ROCK FALLS UTILITIES	JULY 2022 UTILITY BILLINGS	1,119.15
		JULY 2022 UTILITY BILLINGS	21.12
		JULY 2022 UTILITY BILLINGS	46.20
		JULY 2022 UTILITY BILLINGS	41.15
		JULY 2022 UTILITY BILLINGS	128.46
	MOST PLUMBING & MECHANICAL LLC	REPAIRS/URINAL	509.00
	AT&T MOBILITY	CELL PHONE SERVICE	200.29
	COMMUNICATIONS DIRECT INC	PAGERS	2,556.98
	WEX BANK	MONTHLY FUEL PURCHASES	1,403.06
		FIRE	6,025.41
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
	BURGER BROTHERS INC	MOWING	2,033.50
		BUILDING CODE DEMOLITION FUND	2,033.50
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
	SUNRISE SUPPLY	TRASH CAN LINERS	405.16
		DOWNTOWN REDEVELOPMENT	405.16
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	AIRGAS USA LLC	PROPANE	53.08
	VERMEER SALES & SERVICE OF	REPAIRS TO BRUSH CHIPPER	7,158.86
	CITY OF ROCK FALLS UTILITIES	JULY 2022 UTILITY BILLINGS	7,000.10
		JULY 2022 UTILITY BILLINGS	125.96

INVOICES DUE ON/BEFORE 08/12/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
		JULY 2022 UTILITY BILLINGS	128.57
		JULY 2022 UTILITY BILLINGS	210.30
		JULY 2022 UTILITY BILLINGS	275.54
	WARD, MURRAY, PACE & JOHNSON	JULY 2022 FEES	693.00
	MOORE TIRES INC.	TIRES/CHARGES	894.96
	GRUMMERT'S HARDWARE - R.F.	VINYL TUBE	4.16
		NUTS/BOLTS	0.29
	ANIXTER INC	8/9S SENTINEL	5,592.00
	BHMG ENGINEERS	ENVIRONMENTAL RETAINER	2,500.99
	ILLINOIS MUNICIPAL ELECTRIC	PURCHASED POWER	581,277.67
		CAP COMP CREDIT	-10,947.60
		FUEL REIMB CREDIT	-44,471.09
		GENERATION PYMT CREDIT	-488.51
	MICHLIG ENERGY LTD	DEF-BULK	245.49
	WEX BANK	MONTHLY FUEL PURCHASES	2,903.18
	FOREVER GREEN	VEGETATION CONTROL	1,945.00
	ELECTRONICS, INC.	MONTHLY ALARM/RADIO SERVICE	149.00
	JOHN DUNCAN	OVERPAYMENT/FLIPPED METERS	4,289.42
		OPERATION & MAINTENANCE	559,540.37
SEWER FUND			
38	OPERATION & MAINTENANCE		
	WILLETT, HOFMANN & ASSOCIATES	ENGINEERING	3,720.00
	TURNROTH SIGN CO, INC.	CUSTOM DOOR SIGNS	125.00
	WILCO RENTAL	SUPPLIES	47.98
		POLE SAW	600.47
	CITY OF ROCK FALLS UTILITIES	JULY 2022 UTILITY BILLINGS	17,050.55
		JULY 2022 UTILITY BILLINGS	375.59
		JULY 2022 UTILITY BILLINGS	500.06
		JULY 2022 UTILITY BILLINGS	821.61
	QUALITY READY MIX	MATERIALS	533.00
		MATERIALS	880.00
		MATERIALS	277.50
		MATERIALS	880.00
		MATERIALS	129.50
		MATERIALS	440.00
		MATERIALS	352.00
	WARD, MURRAY, PACE & JOHNSON	JULY 2022 FEES	4,395.00
	ELECTRIC PUMP	PUMP/ADAPTOR UNIT/LABOR	9,177.00
	MOORE TIRES INC.	FLOORLINER/TOOL BOX	662.90
	GRUMMERT'S HARDWARE - R.F.	NUTS/BOLTS	5.56
		TARP/ROPE HOOK/NUTS/BOLTS	12.00

INVOICES DUE ON/BEFORE 08/12/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
		NUTS/BOLTS	39.60
	STERLING NAPA	WORK LIGHTS/DEF	110.84
	WM CORPORATE SERVICES INC	SLUDGE HAULING	2,318.98
	ALTORFER INC.	SURVEY FLAGS	22.90
		GREEN PAINT	118.80
	NCL OF WISCONSIN	TESTING SUPPLIES	81.23
	MORING DISPOSAL, INC.	MONTHLY CHARGES	1,950.00
	RAYNOR DOOR AUTHORITY	REPAIRS/GARAGE DOOR	203.00
	SCHMITT PLUMBING & HEATING INC	BACKFLOW PREVENTER TESTING	300.00
		REPAIRS/VALVE GEAR BOX	577.50
	JOHNSON OIL CO	TUBES	131.28
	KELLEY WILLIAMSON COMPANY	FUEL	633.50
	WEX BANK	MONTHLY FUEL PURCHASES	2,204.38
	ELECTRONICS, INC.	MONTHLY ALARM/RADIO SERVICE	78.00
	MURRAY & SONS EXCAVATING, INC	PATCHWORK	2,527.00
		PATCHWORK	1,272.00
		PATCHWORK	1,500.00
		OPERATION & MAINTENANCE	55,054.73
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WATER FUND			
48	OPERATION & MAINTENANCE		
	AIRGAS USA LLC	CLAMPS	116.60
		CLAMPS	370.75
		CYLINDER RENTALS	58.96
	CITY OF ROCK FALLS UTILITIES	JULY 2022 UTILITY BILLINGS	6,308.12
		JULY 2022 UTILITY BILLINGS	135.01
		JULY 2022 UTILITY BILLINGS	203.96
		JULY 2022 UTILITY BILLINGS	295.32
	QUALITY READY MIX	MATERIALS	130.50
		MATERIALS	111.00
		MATERIALS	111.00
		MATERIALS	148.00
		MATERIALS	148.00
		MATERIALS	185.00
		MATERIALS	148.00
		MATERIALS	329.00
		MATERIALS	149.00
	GRUMMERT'S HARDWARE - R.F.	BALL VALVE/BLACK NIPPLES	51.44
		SCREWDRIVER ET	16.19
	MENARDS	SEAT COVER/PVC PIPE/ELBOW/TEE	324.04
	U.S. CELLULAR	MONTHLY SERVICE	497.97
	BEHRENS TRUCKING &	5TH AVE SEWER MAIN REPAIR	1,200.00

INVOICES DUE ON/BEFORE 08/12/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
	O'REILLY AUTOMOTIVE INC	BATTERY/VENT STICK	59.49
		WIPES/VENT STICK/ENGINE TREAT	31.47
		BATTERY TENDER	37.99
	FERGUSON ENTERPRISES LLC	CHLR PWDR/IRON TEST/SAMPLE CEL	478.02
	FDF INC	DUMP FEES	1,000.00
	WEX BANK	MONTHLY FUEL PURCHASES	1,638.14
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	62.32
		UNIFORM/MATS/TOWEL SERVICES	32.54
	THE SHERWIN - WILLIAMS CO.	PAINT	66.86
		OPERATION & MAINTENANCE	14,444.69
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
	WARD, MURRAY, PACE & JOHNSON	JULY 2022 FEES	420.00
	WILLIAM & MARY COMPUTER CENTER	TONER	350.00
	QUADIENT LEASING USA INC	QUARTERLY LEASE PAYMENT	1,439.82
	SBM BUSINESS EQUIPMENT CENTER	WIRELESS MOUSE/KEYBOARD	37.79
		CUSTOMER SERVICE CENTER	2,247.61
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
	ANGELIC STEWART	DEPOSIT REFUND	433.82
	DALTON MORGAN	DEPOSIT REFUND	76.25
	RICHARD HARDING	BLANKET DEPOSIT REFUND	50.00
	TONAE MAYER	DEPOSIT REFUND	86.24
		CUSTOMER UTILITY DEPOSITS	646.31
		TOTAL ALL DEPARTMENTS	1,108,637.21



City of Rock Falls

Business License Renewal Application

603 W. 10<sup>th</sup> Street Rock Falls, IL 61071 815-622-1100

For Fiscal Year Ending: April 30, 2023



DUCKS UNLI

DUCKS UNLIMITED  
1702 13TH AVE  
ROCK FALLS IL 61071

BY: .....

DUCKS UNLIMITED  
1702 13TH AVE  
ROCK FALLS IL 61071

001 1 TWELVE MONTH RAFFLE LICENSE RF12 80.00

Required Business Information (this section must be completed):

Owner of Business \_\_\_\_\_ State Tax Number \_\_\_\_\_

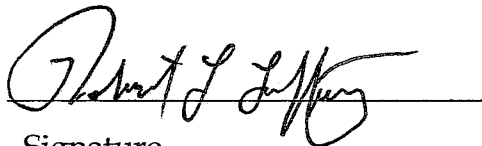
Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Person in Charge \_\_\_\_\_ Phone \_\_\_\_\_

Please Remit

\$80.00

  
Signature





CITY OF ROCK FALLS  
TWELVE MONTH RAFFLE LICENSE APPLICATION

Name of Organization DUCKS UNLIMITED

Address of property 1702 13TH AVE City ROCK FALLS State IL

Mailing Address if different than above \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

Type of Organization:  Charitable  Educational  Fraternal  Labor

Nonprofit  Religious  Veterans

Is your organization incorporated?  Yes  No

If yes, Date of Incorporation 1936 State of Incorporation US

Presiding Officer ROBERT LAFFERTY

Address 1702 13TH AVE City ROCK FALLS State IL

Phone 815 213-0425 Date of Birth 1/28/1968

Raffle Manager/Treasurer BRETT ANDREW

Address 815 878 0533 City WALNUT State IL

Phone P.O. BOX 456 Date of Birth 8/25/68  
61376

Have any members listed:

Been convicted of a felony?  Yes  No

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

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

Purpose of Raffle benefits: CONSERVATION

Aggregate retail value of all prizes to be awarded: \$575.00

Maximum retail values of each prize to be awarded: \$575.00

Maximum price charged for each raffle chance to be issued or sold: \$10.00

Maximum number of raffle chances to be issued: 350

Area(s) in which raffle chances will be sold: ROCK FALLS

Date or frequency that raffle chances will be sold: 1 MONTH

Winning chances will be determined: Date 8/31/22 Time 12:00 PM

Location 6266VNS

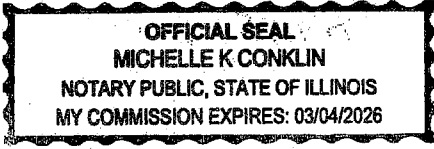
**\*\* A fidelity bond in the name of the raffles manager in an amount equal to the aggregate retail value of all prizes to be awarded shall accompany the application \*\***

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

[Signature]  
(Presiding Officer)

8/8/22  
(Date)

Sworn and signed before me this 8th day of Aug, 2022

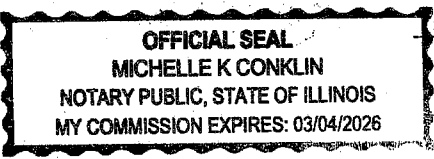


[Signature]  
Notary Public

[Signature]  
(Raffle Manager/Treasurer)

8/8/22  
(Date)

Sworn and signed before me this 8th day of Aug, 2022



[Signature]  
Notary Public

August 2, 2022

Ms. Robbin Blackert  
City Administrator  
City of Rock Falls  
603 West 10th Street  
Rock Falls, Illinois 61071

Re: City of Rock Falls  
Whiteside County, Illinois (the "City")  
Engagement to Perform Continuing Disclosure Services

Dear Robbin:

We are pleased to provide an engagement letter for our services as Special Counsel to the City for annual continuing disclosure compilation and filing (the "*Project*"). For convenience and clarity, we may refer to the City in its corporate capacity and to you, the City officers (including the governing body of the City) and employees and general and other special counsel to the City, collectively as "*you*" (or the possessive "*your*"). The purpose of our engagement, briefly stated, is to assist the City with its annual continuing disclosure compliance obligations contained in its outstanding continuing disclosure undertakings as made under Rule 15c2-12 of the Securities Exchange Act of 1934 (each, a "*CDU*" and collectively, the "*CDUs*"). You are retaining us for this limited purpose as further described below.

#### A. DESCRIPTION OF SERVICES

As Special Counsel to the City for the Project, we will work with you to research and compile necessary materials to be timely filed with the Electronic Municipal Market Access system created by the Municipal Securities Rulemaking Board (and commonly known as "*EMMA*"), all in accordance with the existing CDUs of the City. We intend to undertake each of the following as necessary:

1. File with EMMA on behalf of the City the audited financial statements of the City for the current fiscal year.
2. Research the required annual financial information (the "*Annual Financial Information*") required to be filed annually by the City pursuant to the CDUs.

# CHAPMAN

Focused on Finance

Ms. Robbin Blackert  
August 2, 2022  
Page 2

3. Ask and discuss with you as to any material events or reportable events that have occurred since the last CDU filings and review any related notices that were filed. Note that other than discussing such matters with you, we will not make any independent investigation to determine whether such material events or reportable events have occurred and whether appropriate related notices were filed with EMMA.

4. Compile the Annual Financial Information and, following your review and consent, file the Annual Financial Information with EMMA.

## B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our duties as Special Counsel to the City for the Project are limited as stated above. The City may have other ongoing responsibilities with respect to its outstanding bonds (such as federal tax law reporting requirements) and we are not being engaged to discuss or review whether the City is in compliance with such responsibilities. Notably, our duties as Special Counsel to the City for the Project *do not* include:

1. Giving any advice, opinion or representation as to the continued financial feasibility of the City's ability to meet its payment obligation with respect to its outstanding bonds, or the investment of any remaining bond proceeds. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. As noted above, independently establishing whether any material events or reportable events have occurred and if so whether appropriate notices were filed with EMMA, independently establishing the veracity of certifications and representations of you with respect to prior compliance with outstanding CDUs.

3. Representing your interests in any matters unrelated to the Project other than as part of a separate engagement.

4. Any other matter not specifically set forth above in Part A.

## C. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the City will be our client, and an attorney-client relationship will exist between us. However, our services as Special Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment

# CHAPMAN

Focused on Finance

Ms. Robbin Blackert

August 2, 2022

Page 3

bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. Accordingly, in light of all such relationships and consultations, we are requesting the City's consent to any conflict of interest that may exist or arise in our representation of the City in connection with our limited engagements for the City relating to the Project.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "*governmental units*"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the City is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the City and such other governmental unit or withdrawal from representation.

#### D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the Project.

1. In performing the services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. We do not ordinarily attend meetings of the governing body of the City at which the Project is discussed unless special circumstances require our attendance.

2. The documents which are prepared or reviewed by us, and the factual representations which may also be contained in such documents, are essential to the accurate completion of the Project. Accordingly, it is important for you to read, understand and provide comments with respect to such documents.

3. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents appear reasonable to us, and are not corrected by you, we are relying upon you for their truth, accuracy and completeness.

# CHAPMAN

Focused on Finance

Ms. Robbin Blackert

August 2, 2022

Page 4

## E. FEES

As is customary, we will bill our fees as Special Counsel on a flat-fee basis instead of hourly. Unanticipated disbursements and other non-fee charges will be billed separately and in addition to our fees for professional services. Our fee for the Project will be \$2,000. The continuation of this agreement is dependent upon our fee as Special Counsel being mutually agreeable to you and to us.

Our statement of charges will be rendered upon the completion of the Project. If, for any reason, the Project is not completed or our services are terminated prior to completion of the Project, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorney primarily responsible for the firm's services on this Project, with assistance as needed from other members of our public finance department.

## F. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the completion of the Project, which will occur once the agreed filings are made with EMMA.

Please note that you are engaging us as Special Counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to completion of the Project, any papers and property provided by the City will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the Project, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully

# CHAPMAN

Focused on Finance

Ms. Robbin Blackert

August 2, 2022

Page 5

disclosed to the public in any manner, such as by posting on EMMA, that we are permitted to make such documents or information available to other persons in our reasonable discretion.

In addition, we employ cloud-based applications to transmit and to store some or all information concerning this engagement, including the confidential or personal information you provide us. This means that the information you provide with respect to this engagement will not necessarily be stored within our firm or our network, but rather on a third-party's servers, which is commonly referred to as being stored in the cloud. We have reviewed the terms of use, policies, procedures and security practices of each cloud provider we use and your information will be encrypted while in transit to that third party's servers and while at rest in the cloud. While we cannot provide any type of guarantee about the security of the information stored in the cloud, we have concluded the respective cloud providers' practices are compatible with our professional obligations regarding confidential treatment of your information. If you have any concerns about the cloud applications we use please contact us and we will be glad to discuss them further with you.

**CHAPMAN**  
Focused on Finance

Ms. Robbin Blackert

August 2, 2022

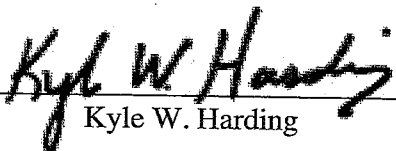
Page 6

G. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By   
Kyle W. Harding

Accepted and Approved:

CITY OF ROCK FALLS,  
WHITESIDE COUNTY, ILLINOIS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2022



CITY OF ROCK FALLS

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**ORDINANCE NO.** 2022-2579

**ORDINANCE AMENDING CHAPTER 16, ARTICLE VI  
OF THE ROCK FALLS MUNICIPAL CODE  
RELATING TO ELECTRICAL CONTRATOR TESTING**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

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

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**ORDINANCE AMENDING CHAPTER 16, ARTICLE VI  
OF THE ROCK FALLS MUNICIPAL CODE  
RELATING TO ELECTRICAL CONTRATOR TESTING**

**WHEREAS**, the City of Rock Falls (the “City”) currently administers an electrical contractor test each year for the registration of electrical contractors within the City; and

**WHEREAS**, in connection with the foregoing, the City has elected to contract with a third-party testing vendor for the administration of such tests; and

**WHEREAS**, in connection therewith, the Mayor and City Council of the City have determined it in the best interests of the City and its residents to amend the provisions of the City Code, all as more specifically set forth herein.

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

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

**SECTION 2:** Chapter 16, Article VI, Section 16-504(2) of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

**“Sec. 16-504. – Certificate of registration required; application; qualifications.**

...

- (2) The applicant shall have obtained a satisfactory passing score upon a test administered to electrical registration applicants in any city of the state; provided that the test taken by the applicant was based upon the latest issue of the National Electrical Code in force at the time of the test. Any person who has been actually engaged in the business of electrical contracting for a minimum of four years at the time of the adoption of the mandatory ordinance from which this division is derived shall be eligible to take the electrical registration test administered by the city or its third party testing vendor.

**SECTION 3:** Chapter 16, Article VI, Section 16-505, subsections (a) and (b) of the Rock Falls Municipal Code, as amended, are hereby further amended to read as follows:

**“Sec. 16-505. – Electrical contractor test.**

- (a) A test shall be administered to applicants for electrical contractor registration. By cooperative agreement, if the test is administered directly by the city, the city shall administer the same test as is administered by the Cities of Sterling and Dixon, Illinois, and an applicant for registration in the city shall be entitled to take the test administered by each of those cities and submit his grade therefor with the application for registration to the city. Alternatively, an applicant may test directly with a third party testing vendor approved by the city. Tests shall be updated every other year by the cooperative venture of the Cities of Sterling, Dixon and Rock Falls, Illinois, or in accordance with the requirements of the city's approved third party testing vendor. The registration certificate issued pursuant to this division shall be issued from the city where the principal place of business of the applicant is located.
  
- (b) Each applicant or person desiring to take the electrical test shall submit a fee at the time of submission of the request to take the test. If administered by the city's approved third party vendor, the applicant shall pay the fee directly to such vendor. If administered by the city, the amount of the fee shall be as determined and fixed from time to time by the director of electric utilities, and the fee for a second or subsequent test by the same applicant may be less than the fee fixed for the initial test. The amount of the test fee shall be determined to reflect the expense incurred by the city in administering the test."

**SECTION 4:** In all other respects, Chapter 16, Section 16-504 and 16-505 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

**SECTION 5:** 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 6:** The City Clerk is directed to publish this Ordinance in pamphlet form.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

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NAY

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July 20, 2022,

City of Rock Falls

Robbin Blackert,

I Ted Jacobs would like to rent the land known as Lots 3,4 and 5 in Glen's Garden Subdivision consisting of 57.5 tillable acres for the 2023 growing season. The terms would be the same as the 2022 farm lease.

Thank you,

Ted Jacobs

A handwritten signature in cursive script that reads "Ted Jacobs".





11-27-101-011

11-27-101-010

11-27-101-009

11-27-101-008

11-27-101-007

11-27-101-006

Drainage, Utility, & Trail

E 2nd St

20

60

50

100

3

01

## **License Testing Agreement**

THIS AGREEMENT entered this \_\_\_\_ day of \_\_\_\_, 2022, by and between CLEC ENTERPRISES, LTD., 5105 Tollview Drive, Suite 270, Rolling Meadows, IL 60008, hereinafter referred to as "CLEC". City of Sterling, City of Dixon and City of Rock Falls, Illinois municipal corporations, 212 3rd Ave, Sterling, IL 61081, 121 W 2nd St, Dixon, IL 61021, 603 W. 10<sup>th</sup> St Rock Falls, IL 61071, hereinafter referred to as "Tri-City," sometimes collectively referred to as the "Parties."

### **RECITAL**

WHEREAS, the Tri-City is desirous of contracting with CLEC ENTERPRISES, LTD., to distribute, monitor, and grade the electrical contractor's license exam required by each Tri-City for electrical contractors doing business in the Tri-City.

### **ARTICLE ONE**

The parties desire that all questions regarding the intent, purpose, and construction of this Agreement will be governed by the aforesaid recital; therefore, the recitals set forth in the preamble are hereby expressly incorporated and made an integral part of this agreement as if fully set forth.

### **ARTICLE TWO**

During the term of this Agreement the Tri-City agrees to direct any contractor and/or candidate looking to obtain a Tri-City electrical contractor's license to CLEC for administration of the Tri-City electrical contractor's license exam. The results of any examination administered by CLEC shall be provided to each Tri-City within fourteen (14) days of administration.

### **ARTICLE THREE**

CLEC agrees that it will conduct testing of the individuals directed to their attention by Tri-City, within 30 days of inquiry. CLEC further represents that it will confirm the identity of the individual sitting for examination and that all tests will be administered by the appropriate amount of proctors based on the number of individuals taking the exam. All tests will be administered in a remote testing environment proof of which can be provided to the Tri-City within 10 days of the City's written request.

CLEC agrees to keep the test information, as well as the results of the test, strictly confidential and agrees there will be no disclosure to any third parties without express written direction of the Tri-City. CLEC further agrees to take commercially reasonable effort to maintain the integrity and security of electronically stored information regarding the individuals undertaking testing.

## **ARTICLE FOUR**

CLEC acknowledges and agrees it shall not allow anyone under its supervision to receive from any test taker or any other third party, directly or indirectly, any bribes, kickbacks, donations, loans, commissions, or other payments, regardless of the form, whether in money, property, or services, in connection with the administration of and grading of the electrical contractor's license exam. CLEC shall report such attempts to each Tri-City.

CLEC acknowledges that a violation of this provision is grounds for immediate termination of this contract with the Tri-City.

## **ARTICLE FIVE**

The Tri-City agrees that CLEC shall be its exclusive contractor with regard to the administration and grading of the electrical contractor's license examination for each City. The Tri-City, however, reserves the right to grade any candidates electrical contractor's license examination on its own.

## **ARTICLE SIX**

This Agreement does not in any way limit or prohibit CLEC from administering other licensing exams of any type or nature for other municipalities or other governmental entities. This Agreement likewise does not prohibit CLEC from offering and/or conducting licensing classes of any type or nature, or from assisting or participating in the preparation of license examinations for the Tri-City or for any other City, Village, or governmental entity.

## **ARTICLE SEVEN**

Either party can terminate this contract upon 30 days' written notice to the other. Upon contract termination notice and through the final date of termination, the Tri-City is required to continue to direct all licensee candidates to CLEC until the 30 day termination has expired.

Upon termination, CLEC agrees to return to the Tri-City any and all testing materials, records, information the Tri-City requests and will then destroy and remove from its records (including electronically stored) any and all testing materials or questions from CLEC's computer data base. CLEC may, however, keep records of the administration of the tests that were administered during the time frame of this agreement.

## **ARTICLE EIGHT**

Notwithstanding anything to the contrary, any notices required by this agreement shall be made in writing and served as follows. All notices shall be in writing and shall be served by one party or attorney to the other party or attorney. Notice shall be given in the following manner:

- a) By personal delivery; or



b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested, except as otherwise provided herein. Notice served by certified mail shall be effective on the date of mailing. In addition to mailing notice shall also be sent using one of the following:

- i) By facsimile transmission. Notice shall be effective of date and time of the transmission, provided that the notice transmitted shall be sent on business days during business hours. In the event notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the next business day after transmission; or
- ii) By e-mail transmission if an email address has been furnished by the recipient party or the receiving party's attorney to the sending party or is shown in this contract. Notice shall be effective as of date and time of email transmission, provided that, in the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the next business day after transmission. An attorney or party may opt out of future email notices by any form of notice provided by this contract; or

- c) By commercial overnight delivery (e.g, FedEx). Such notice shall be effective on the next business day following deposit with the overnight delivery company.

#### **ARTICLE NINE**

In the event either party should need to enforce the terms of this agreement in court, the prevailing party shall be entitled to any and all costs and expenses, including but not limited to, attorney's fees, accountant's fees, litigation costs, court costs, discovery expense, transportation, and lodging expenses and the like incurred by the prevailing party.

#### **ARTICLE TEN**

The cost of each exam administered by CLEC shall be one hundred and sixty dollars. (\$160). The cost of such examination shall be invoiced, or paid by, the applicant directly. CLEC will submit no invoices directly to Tri-City.

#### **ARTICLE ELEVEN GENERAL PROVISIONS**

(A) SEVERABILITY - The invalidity of any provision of this Agreement shall not impair the validity of any other provision; and if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable, and the Agreement may be enforced with that provision severed or as modified by the Court.

(B) BINDING ON HEIRS AND ASSIGNS - This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto; and each Party hereto hereby does covenant and agree that they themselves, their heirs, executors, administrators, successors, and assigns will execute any and all instruments, releases, assignments, and consents which may be required of them in order to carry out the provisions of this Agreement.

(C) TIME - Time is of the essence of this Agreement.

(D) COUNTERPARTS - For the convenience of the Parties hereto, this Agreement has been executed in counterparts, any one of which shall be deemed an original.

(E) SINGULAR-PLURAL - Masculine words used herein shall be applicable to females and corporations; and singular words shall be construed as plural, as the situation may require.

(F) CAPACITY - When signed by a corporation, the persons so signing represent and warrant that they are signing the same in their capacity as the corporate officers indicated and the execution of the same is pursuant to authority granted by the said Corporation's Board of Directors for the purpose herein set forth; and upon request, corporate resolutions shall be furnished. When I signed in any capacity, the person signing this Agreement represents and warrants that he has authorization to sign as such.

(G) ENTIRE AGREEMENT - This Agreement contains the entire Agreement of the Parties hereto. Any and all oral representations and agreements are either merged herein or are null and void; and this agreement may not be amended except in writing.

(H) CONSTRUCTION. INTERPRETATION. AND GOVERNING LAW - The construction, interpretation, and performance of this Agreement shall be governed by the laws of the State of Illinois.

(I) NO WAIVER OR ESTOPPEL - Forbearance or nonenforcement of any terms, covenants, and conditions of this Agreement shall not be a waiver of same or of any other terms, covenants, or conditions of this Agreement, nor shall the nonbreaching party be estopped to enforce any such terms, covenants, or conditions at such time as it sees fit.

(J) CONTEMPORANEOUS AGREEMENTS OR DOCUMENTS: DEFAULTS - If the execution and performance of the terms of this Agreement is contingent upon the contemporaneous execution and performance by the Parties hereto of the other Agreement(s) or documents, then any default under any one of such agreements or documents shall also be a default hereunder.

(K) CAPTIONS - The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or extend the scope or the intent of this Agreement or of any provisions thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Tri-City

CLEC ENTERPRISES, LTD.

By \_\_\_\_\_

By \_\_\_\_\_

City of Sterling

By \_\_\_\_\_

City of Dixon

By \_\_\_\_\_

City of Rock Falls

By \_\_\_\_\_

Authorized Representative with Authority