

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin Blackert
815-564-1366



City Clerk
815-622-1100
Ext. 4

City Treasurer
Kay Abner
815-622-1100

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

February 4, 2020
6:30 p.m.

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

Audience Requests

Community Affairs

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

Consent Agenda

1. Approval of the Minutes of the January 21, 2020 Regular Council Meeting
2. Approval of bills as presented

Ordinances 1st Reading:

1. Ordinance 2020-2467 – Amending Chapter 32, Article V, Section 32-343 of the Rock Falls Municipal Code (Connection; Application, Certificate of Wiring Compliance)
2. Ordinance 2020-2468 – Amending Chapter 16, Article V of the Rock Falls Municipal Code Relating to Fees for Liquor License Renewal and Sunday Sales and Compensation of Liquor Control Commissioner
3. Ordinance 2020-2469 – Amending Chapter 32, Article III, Section 32-150 of the Rock Falls Municipal Code (Survey of Water Users)
4. Ordinance 2020-2470 – Amending Chapter 6, Article III, Section 6-79 of the Rock Falls Municipal Code (Bond and Registration Requirements)

Ordinances 2nd Reading and Adoption:

1. Ordinance 2020-2463 – Temporarily Extending the Hours of Operation of Licensed Premises in Connection with the Northern IL Dart Tournament
2. Ordinance 2020-2464 – Authorizing a Variance Pursuant to the Petition of James W. Johnson and Kathleen N. Johnson 1500 11th Avenue, Rock Falls, IL 61071
3. Ordinance 2020-2465 – Approving Contract and Authorizing the Purchase and Financing of Personal Property (2-2020 International MV607 Altec Digger Derrick DH45TR)

4. Ordinance 2020-2466 – Exempting Compliance with Certain Restrictive Covenants and Conditions Affecting Lots 14 and 15 of Subdivision 7 in the Rock Falls Industrial Park PIN # 11-34-152-009

City Administrator Robbin Blackert

Information/Correspondence

James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin
Alderman Gabriella Palmer

Ward 2

Alderman Glen Kuhlemier – Finance/Insurance/Investment Committee Chairman

1. Approval of Utility Write-Offs from October 2019 through December 2019
2. Agreement for Services with Terracon Consultants, Inc. 192 Exchange Blvd, Glendale Heights, IL 60139 for the Limestone Building Property 2019 USEPA Cleanup Grant Project

Alderman Brian Snow – Building Code Committee Chairman

Ward 3

Alderman Jim Schuneman – Utility Committee Chairman/Tourism Committee Chairman
Alderman Rod Kleckler – Public Works/Public Property Committee Chairman

Ward 4

Alderman Lee Folsom – Police/Fire Committee Chairman
Alderman Violet Sobottka – Ordinance/License/Personnel/Safety Committee Chairman

Mayor's Report

Executive Session

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

Action Taken from Executive Session

Adjournment

Next City Council meeting – February 18, 2020 at 6:30 p.m.

Posted: January 31, 2020

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.

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

January 21, 2020

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. January 21, 2020 in the Council Chambers by Mayor William B. Wescott.

Deputy City Clerk Michelle Conklin called the roll following the pledge of allegiance. A quorum was present including Mayor Wescott, Aldermen Palmer, Wangelin, Kuhlemier, Schuneman, Kleckler and Sobottka. Alderman Snow and Polsom being absent. In addition Attorney Matt Cole and City Administrator Robbin Blackert were present.

Gene Jacoby from the Whiteside County Board presented the City Council Members with a few of the new Whiteside County Yearbooks. He stated that they contained a lot of useful information and will drop off more so that all Council Members have one.

Bethany Bland, President/CEO of the Rock Falls Chamber of Commerce introduced Sam Smith, the Program Coordinator for the Chamber of Commerce. She also handed out save the date cards to the Council Members for the upcoming events. The Annual Meeting and Dinner will be held on February 25, 2020 at the new banquet facility at 205 E 3rd Street, Rock Falls. The Shoulder to Wheel Award presentation will also be held that night and anyone wishing to nominate an individual or organization can complete a nomination form.

Consent Agenda items 1 through 3 were read aloud by Deputy City Clerk Michelle Conklin, item 4 was removed from the Consent Agenda for discussion.

1. Approval of the Minutes of the January 7, 2020 Regular Council Meeting
2. Approval of bills as presented
3. Resolution 2020-835 - Appointing an Authorized Agent with Respect to the Illinois Municipal Retirement Fund

A motion was made by Alderman Wangelin and second by Alderman Sobottka to approve Consent Agenda items 1 through 3.

Vote 6 aye, motion carried.

After discussion, Consent Agenda item 4 was read aloud by Deputy City Clerk Michelle Conklin.

4. Accept recommendation from the Plan Commission/Zoning Board of Appeals and approve the variance request from James and Kathleen Nicklaus Johnson regarding the porch roof at 1500 11th Avenue, Rock Falls IL and instruct City Attorney to draft an Ordinance approving the Variance

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Consent Agenda item 4.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Ordinance No. 2020-2462 - Disposal of Property - 1997 Ford F-150 Pickup Truck

Vote 6 aye, motion carried.

A motion was made by Alderman Kuhlemier and second by Alderman Wangelin to approve Resolution 2020-836 - Approval to transfer \$159,890.00 from the Industrial Development Commission to the Wastewater Fund for the sale of West Industrial Park Land to Best Cob.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Palmer to accept the recommendation from Willett, Hofmann & Associates to approve the 2020 MFT General Maintenance material proposals as presented.

Vote 6 aye, motion carried.

Police Chief Tammy Nelson informed the City Council about correspondence that she received from the Northwest Illinois Criminal Justice Commission. The ILETSB has not received their payments from the State of Illinois for training that was completed, which means that the Police Departments will be charged for any of the mandated training that they received and will be receiving in the future. The ILETSB will reimburse the departments for any payments made if/when they receive reimbursement from the State. More information and discussion on this issue will take place at the January 23, 2020 Police Fire Committee Meeting.

A motion was made by Alderman Kuhlemier and second by Alderman Wangelin to approve the agreement for Hearing Services with Tim Slavin ADR Services, of Morrison, IL commencing May 1, 2020 and ending April 30, 2021 in the amount of \$750.00 per session.

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve the reappointment of Terry Gisi to the Rock Falls Police Pension Board (Term May 1, 2020 through April 30, 2022).

Vote 6 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Palmer to approve the appointment of Mark Searing, Amy Lego, Bethany Bland, Dave Blanton, Brian Tribbley and John Benton to the 2020 City of Rock Falls Complete Count Committee.

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Schuneman to Adjourn.

Viva Voce Vote, motion carried. (6:47 p.m.)


Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 02/04/2020

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		14.26
General Fund		102857.79
Employee Group Insurance		53.90
Electric		17368.73
Fiber Optic Broadband	Taxable	144.64
Sewer		15153.64
Water		12782.02
Customer Service Center		95.94
Customer Utility Deposits		<u>\$701.32</u>
		\$149,172.24

Alderman Kuhlemier
Alderman Kleckler
Alderman Wangelin
Alderman Palmer

DATE: 01/23/20
TIME: 11:14:01
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	1,389.15	21.32
5032	COMCAST	3,784.19	5.33
795	SBM BUSINESS EQUIPMENT CENTER	8,735.80	-51.00
	TOURISM		-24.35
GENERAL FUND			
01	ADMINISTRATION		
4861	CIRCUIT CLERK OF WHITESIDE CO	1,375.00	300.00
5032	COMCAST	3,784.19	5.33
795	SBM BUSINESS EQUIPMENT CENTER	8,735.80	13.05
	ADMINISTRATION		318.38
02	CITY ADMINISTRATOR		
5032	COMCAST	3,784.19	2.66
795	SBM BUSINESS EQUIPMENT CENTER	8,735.80	13.05
	CITY ADMINISTRATOR		15.71
04	BUILDING		
5032	COMCAST	3,784.19	10.66
795	SBM BUSINESS EQUIPMENT CENTER	8,735.80	-51.00
T0005235	ILLOWA		25.00
	BUILDING		-15.34
05	CITY CLERK'S OFFICE		
5032	COMCAST	3,784.19	10.66
795	SBM BUSINESS EQUIPMENT CENTER	8,735.80	107.00
	CITY CLERK'S OFFICE		117.66
06	POLICE		

INVOICES DUE ON/BEFORE 01/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1448	IL DEPT OF INNOVATION &	3,585.87	398.43
1849	ROCK FALLS PIT STOP	117.00	207.00
194	GRUMMERT'S HARDWARE - R.F.	6,490.98	24.82
2985	WALMART COMMUNITY/SYNCB	3,905.58	98.76
364	GRUMMERTS HARDWARE - STERLING	1,174.91	59.98
4299	ILEAS	120.00	100.00
4796	VERIZON WIRELESS	14,784.96	307.04
5032	COMCAST	3,784.19	82.51
T0005236	ILLINOIS TOLLWAY		26.80
	POLICE		1,305.34
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	5,800.00	725.00
	CODE HEARING DEPARTMENT		725.00
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	6,490.98	100.60
2274	FAMILY TABLE RESTAURANT		93.49
2606	MIKE'S REPAIR SERVICE	8,418.47	107.25
2985	WALMART COMMUNITY/SYNCB	3,905.58	44.92
4796	VERIZON WIRELESS	14,784.96	63.75
5032	COMCAST	3,784.19	5.33
55	ARAMARK UNIFORM SERVICES, INC.	10,315.93	103.68
651	NICOR	32,287.57	717.94
T0002936	TECHNO PLY LTD	18,220.12	951.48
	STREET		2,188.44
12	PUBLIC PROPERTY		
1279	WILCO RENTAL	1,795.53	280.81
423	AT&T	19,112.46	766.43
	PUBLIC PROPERTY		1,047.24
13	FIRE		

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	6,490.98	9.89
2985	WALMART COMMUNITY/SYNCB	3,905.58	115.36
5032	COMCAST	3,784.19	38.55
T0003419	FIRE TEXT RESPONSE, LLC		600.00
T0005238	FIRE EQUIPMENT PREVENTATIVE		922.35
	FIRE		1,686.15
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	377.90	53.90
	EMPLOYEE GROUP INS		53.90
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1634	JULIE, INC.		1,048.74
2187	BORDER STATES INDUSTRIES INC	32,500.75	7,117.90
2985	WALMART COMMUNITY/SYNCB	3,905.58	50.02
4207	O'REILLY AUTOMOTIVE INC	4,611.70	51.24
4730	FLETCHER-REINHARDT CO	13,810.38	90.20
4795	WESTWOOD MACHINE & TOOL CO	25,487.00	218.00
4796	VERIZON WIRELESS	14,784.96	467.66
5032	COMCAST	3,784.19	26.65
5210	RITZ SAFETY LLC CLEVELAND	16,017.72	552.76
533	LECTRONICS, INC.	6,704.36	1,829.46
67	B & D SUPPLY CO.	1,006.10	24.24
T0005237	PLANET UNDERGROUND		3,948.68
	OPERATION & MAINTENANCE		15,425.55
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	14,784.96	144.64
	FIBER OPTIC BROADBAND/TAXABLE		144.64

INVOICES DUE ON/BEFORE 01/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	76,988.15	660.00
	SEWER		660.00
38	OPERATION & MAINTENANCE		
1634	JULIE, INC.		1,048.74
194	GRUMMERT'S HARDWARE - R.F.	6,490.98	12.99
200	COM ED	1,389.15	179.42
2274	FAMILY TABLE RESTAURANT		27.28
2301	STERLING NAPA	74.09	25.99
2451	MENARDS	3,796.89	79.93
2517	WM CORPORATE SERVICES, INC	12,838.08	1,353.02
2524	ILLINOIS SECTION AMERICAN		50.00
2985	WALMART COMMUNITY/SYNCB	3,905.58	119.40
4045	SCADAWARE, INC.	11,210.22	805.00
4529	RAYNOR DOOR AUTHORITY	852.50	170.00
4684	SCHMITT PLUMBING & HEATING INC	38,452.95	1,659.00
5032	COMCAST	3,784.19	18.65
	OPERATION & MAINTENANCE		5,549.42
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	86,946.96	688.70
	WATER		688.70
48	OPERATION & MAINTENANCE		
1634	JULIE, INC.		1,048.74
194	GRUMMERT'S HARDWARE - R.F.	6,490.98	29.45
2985	WALMART COMMUNITY/SYNCB	3,905.58	96.21
34	ALTORFER INC.	33,886.18	43.95
367	HACH COMPANY	1,756.65	575.33
4207	O'REILLY AUTOMOTIVE INC	4,611.70	15.37
4796	VERIZON WIRELESS	14,784.96	38.01
5032	COMCAST	3,784.19	13.32
5176	DIRECT IN SUPPLY	680.20	225.00
55	ARAMARK UNIFORM SERVICES, INC.	10,315.93	102.34

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 01/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
838	THE SHERWIN - WILLIAMS CO.	375.69	141.19
T0005237	PLANET UNDERGROUND		1,480.75
	OPERATION & MAINTENANCE		3,809.66
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	3,784.19	18.65
	CUSTOMER SERVICE CENTER		18.65
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005239	DEBRA CHATTIC		54.99
	CUSTOMER UTILITY DEPOSITS		54.99
	TOTAL ALL DEPARTMENTS		33,769.74

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 01/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5178	COMCAST BUSINESS	6,809.29	38.61
	TOURISM		38.61
GENERAL FUND			
01	ADMINISTRATION		
4310	PITNEY BOWES	3,529.00	1,008.50
5178	COMCAST BUSINESS	6,809.29	38.61
	ADMINISTRATION		1,047.11
02	CITY ADMINISTRATOR		
5178	COMCAST BUSINESS	6,809.29	38.61
	CITY ADMINISTRATOR		38.61
04	BUILDING		
5178	COMCAST BUSINESS	6,809.29	77.29
T0003020	AACE	75.00	25.00
T0004412	PHYSICIANS IMMEDIATE CARE	1,214.00	93.00
	BUILDING		195.29
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS	6,809.29	77.25
	CITY CLERK'S OFFICE		77.25
06	POLICE		
332	FYR-FYTER, INC.	1,031.85	32.55
4631	WHITESIDE COUNTY	181,998.59	77,614.68
5032	COMCAST	4,022.49	6.35
5178	COMCAST BUSINESS	6,809.29	154.44
795	SBM BUSINESS EQUIPMENT CENTER	8,766.90	105.92

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 01/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
T0001969	ILLINOIS PROSECUTOR SERV LLC		135.00
	POLICE		78,048.94
10	STREET		
110	BONNELL INDUSTRIES, INC.	1,847.62	1,996.00
194	GRUMMERT'S HARDWARE - R.F.	6,668.73	26.00
2771	WINDSTREAM	5,636.51	194.84
34	ALTORFER INC.	33,930.13	72.58
4207	O'REILLY AUTOMOTIVE INC	4,678.31	103.25
5178	COMCAST BUSINESS	6,809.29	38.61
529	LAWSON PRODUCTS, INC.	3,203.79	285.33
55	ARAMARK UNIFORM SERVICES, INC.	10,521.95	103.68
T0001279	PORTER BROTHERS ASPHALT	4,311.00	9,082.80
T0005087	PIONEER RESEARCH	11,650.50	3,118.75
T0005206	GRIZZLY GARAGE DOOR	195.00	138.00
	STREET		15,159.84
12	PUBLIC PROPERTY		
1165	CEC OF THE SAUK VALLEY INC	26,426.46	696.07
	PUBLIC PROPERTY		696.07
13	FIRE		
2699	WHITESIDE COUNTY HEALTH DEPT	4,085.00	55.00
325	FOSTER COACH SALES	80.44	35.28
5178	COMCAST BUSINESS	6,809.29	115.82
	FIRE		206.10
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
2380	AUTOZONE	563.16	47.74
2771	WINDSTREAM	5,636.51	489.54
4207	O'REILLY AUTOMOTIVE INC	4,678.31	33.29

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
440	IMUA	3,760.00	500.00
4866	LOESCHER	13,782.09	669.31
4938	MICHLIG ENERGY LTD	77,730.64	126.00
5178	COMCAST BUSINESS	6,809.29	77.30
	OPERATION & MAINTENANCE		1,943.18
SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	26,426.46	1,173.32
1279	WILCO RENTAL	2,076.34	13.56
2524	ILLINOIS SECTION AMERICAN	50.00	50.00
34	ALTORFER INC.	33,930.13	569.75
4045	SCADAWARE, INC.	12,015.22	893.12
4684	SCHMITT PLUMBING & HEATING INC	40,111.95	521.00
5131	METROPOLITAN INDUSTRIES, INC.	22,282.84	4,200.00
5178	COMCAST BUSINESS	6,809.29	38.61
5288	JET VAC ENVIRONMENTAL	7,099.88	674.86
631	MURRAY & SONS EXCAVATING, INC	95,792.20	810.00
	OPERATION & MAINTENANCE		8,944.22
WATER FUND			
40	WATER		
194	GRUMMERT'S HARDWARE - R.F.	6,668.73	9.06
2718	TOM ROWZEE	1,095.06	5,200.00
34	ALTORFER INC.	33,930.13	140.35
4207	O'REILLY AUTOMOTIVE INC	4,678.31	18.60
4361	FERGUSON WATERWORKS #2516	87,635.66	175.48
838	THE SHERWIN - WILLIAMS CO.	516.88	126.78
	WATER		5,670.27
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	6,668.73	6.74
2771	WINDSTREAM	5,636.51	195.36
2847	PDC LABORATORIES, INC.	2,463.50	402.00
34	ALTORFER INC.	33,930.13	499.63

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 01/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
423	AT&T	19,878.89	469.29
5131	METROPOLITAN INDUSTRIES, INC.	22,282.84	876.00
5171	POLLARD WATER	12,095.39	16.41
5178	COMCAST BUSINESS	6,809.29	38.61
55	ARAMARK UNIFORM SERVICES, INC.	10,521.95	109.35
	OPERATION & MAINTENANCE		2,613.39
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5178	COMCAST BUSINESS	6,809.29	77.29
	CUSTOMER SERVICE CENTER		77.29
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005240	CLH HOMES LLC		110.86
T0005241	SAMANTHA MIX		324.48
T0005242	THOMAS GRAHAM		210.99
	CUSTOMER UTILITY DEPOSITS		646.33
	TOTAL ALL DEPARTMENTS		115,402.50

CITY OF ROCK FALLS

ORDINANCE NO. 2020-2463

**ORDINANCE TEMPORARILY EXTENDING THE
HOURS OF OPERATION OF LICENSED PREMISES
IN CONNECTION WITH THE NORTHERN ILLINOIS DART TOURNAMENT**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

**ORDINANCE TEMPORARILY EXTENDING THE
HOURS OF OPERATION OF LICENSED PREMISES
IN CONNECTION WITH THE NORTHERN ILLINOIS DART TOURNAMENT**

WHEREAS, the City of Rock Falls, Illinois (the “City”) will be the location of a Northern Illinois Dart Tournament (the “Event”), which Event will be held at The Cooler, 311 W. 2nd Street, Rock Falls, IL 61071 (the “Premises”) on _____, 2020 and will begin at 7:30 P.M. and continue until approximately 2:00 A.M.; and

WHEREAS, The Premises is a local tavern and is the holder of a license for the sale and distribution of alcoholic liquor thereon; and

WHEREAS, Section 16-355 of the Rock Falls Municipal Code (the “Code”) prohibits the sale, delivery, transfer, consumption, distribution or giving away of alcoholic liquor upon or about any licensed premises during the hours of 1:00 a.m. and 6:00 a.m. on any given day; and

WHEREAS, Section 16-355 further prohibits any person (other than the licensee and its employees and agents) from remaining upon or within any licensed premises for more than fifteen (15) minutes past the required ending time for sales of alcoholic liquor; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) have been approached by the owner of the Premises seeking permission to allow those persons attending and/or actively participating in the Event to remain at the Premises until 2:00 A.M. or upon the conclusion of the Event, whichever is earlier; and

WHEREAS, in order to promote the Event and in furtherance of the health, safety, welfare and morals of the attendees of the Event and the citizens of the City, the Corporate Authorities desire to permit the Premises to remain open until 2:00 A.M. on the date of the Event, 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 Corporate Authorities of the City hereby find that all of the recitals contained in the preambles to this Ordinance are true and correct and do incorporate them into this Ordinance by this reference.

SECTION 2: Notwithstanding anything in the Code to the contrary, persons over the age of twenty-one (21) years of age may be permitted to remain at the Premises on the date of the Event until its conclusion or 2:00 A.M., whichever is earlier.

SECTION 3: The provisions set forth in Section 2 above are subject to the following conditions:

- A. Only those persons over the age of twenty-one (21) that are attending and/or actively participating in the Event may remain on the Premises during the extended hours of operation permitted herein.
- B. No alcoholic liquor shall be sold, delivered, transferred, consumed, distributed or given away upon or about the Premises by or to any person during the extended hours of operation permitted herein.
- C. The local liquor control commissioner and the City and its agents are expressly permitted to enter onto the Premises during the extended hours of operation to monitor compliance with the provisions herein. Noncompliance with any of the provisions of this Ordinance shall result in the immediate termination of the Event, shall be deemed a violation of the liquor license so held for the Premises, and may result in penalties pursuant to the applicable provisions of the Code.
- D. Unless specifically excepted within this Ordinance, all of the terms and provisions of the Code remain in full force and effect.

SECTION 4: Except as specifically modified hereby, all applicable laws, ordinances, rules and regulations shall remain in full force and effect.

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

SECTION 8: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2020-2464

**ORDINANCE AUTHORIZING A VARIANCE PURSUANT TO THE PETITION OF
JAMES W. JOHNSON AND KATHLEEN N. JOHNSON
1500 11TH AVENUE, ROCK FALLS, IL 61071**

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS ____ DAY OF _____, 2020

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls, this ____ day of _____, 2020.

ORDINANCE NO. 2020-2464

**ORDINANCE AUTHORIZING A VARIANCE PURSUANT TO THE PETITION OF
JAMES W. JOHNSON AND KATHLEEN N. JOHNSON
1500 11TH AVENUE, ROCK FALLS, IL 61071**

WHEREAS, James W. Johnson and Kathleen N. Johnson (collectively, the “Petitioners”) are the owners of certain property commonly known as 1500 11th Avenue, Rock Falls, Illinois 61071, and being more particularly described on Exhibit A, attached hereto (the “Property”); and

WHEREAS, on December 10th, 2019, the Petitioners submitted an application for variance (the “Application”) to the City with respect to the use of the Property; and

WHEREAS, the Application requests that a variance be granted to reduce the front yard setback requirements to twenty (20) feet instead of thirty (30) feet, said request being for the purpose of allowing the construction of a porch roof which would overhang into the foregoing setback area, in an effort to aid in the safety of persons entering onto the Property (all of the foregoing, the “Variance Purpose”); and

WHEREAS, the Petitioners’ request for a variance is of the type and nature that can be granted under the Zoning Ordinances of the City of Rock Falls; and

WHEREAS, the City Council referred the Application to the Zoning Board of Appeals for the City of Rock Falls (the “Zoning Board”) on 12-17, 2019; and

WHEREAS, the Zoning Board, after conducting a public hearing on 01-09, 2020 pursuant to due notice has determined that (i) the Variance Purpose is not contrary to the public interest; (ii) that a literal enforcement of the Zoning Ordinances of the City would result in unnecessary hardship to the Petitioners; and (iii) that based upon such findings, the Zoning Board recommends the approval of the variance request; and

WHEREAS, the City Council for the City of Rock Falls, after a review of the record of the Zoning Board hearing, has determined to adopt the recommendation of the Zoning Board and to grant the Petitioners’ request for a variance with respect to the Property.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Rock Falls, that a variance reducing the front yard setback requirements to twenty (20) feet instead of thirty (30) feet to allow for the construction of a porch roof, all as more particularly set forth herein, is granted. The variance shall continue until such time as the proposed porch roof is removed, demolished, or otherwise materially altered in such a manner as to avoid the intent of this variance.

BE IT FURTHER ORDAINED that the Mayor and City Council hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do

incorporate them into this Ordinance by this reference.

BE IT FURTHER ORDAINED that the granting of such variance will not merely serve as a convenience to the Petitioners, but is necessary to alleviate a demonstrable hardship which warrants the variance requested by said Petitioners.

BE IT FURTHER ORDAINED that 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.

BE IT FURTHER ORDAINED that all ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

BE IT FURTHER ORDAINED that the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

BE IT FURTHER ORDAINED that 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.

BE IT FURTHER ORDAINED that 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 _____, 20__.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

The North Half of Lot 1, Block 5, William F. Flock's Third Addition to the City of Rock Falls, in the Northwest Quarter of Section 33, Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois.

Commonly known as: 1500 11th Avenue, Rock Falls, Illinois 61071

PIN: 11-33-158-006

CITY OF ROCK FALLS

ORDINANCE NO. 2020-2465

**ORDINANCE APPROVING CONTRACT AND AUTHORIZING
THE PURCHASE AND FINANCING OF PERSONAL PROPERTY
(2 – 2020 International MV607 Altec Digger Derrick DH45TR)**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

Elect Vehicles
purchase approved
6-25-18 Utilities Comm
7-3-18 City Council



ORDINANCE NO. 2020-2465

**ORDINANCE APPROVING CONTRACT AND AUTHORIZING
THE PURCHASE AND FINANCING OF PERSONAL PROPERTY
(2 – 2020 INTERNATIONAL MV607 ALTEC DIGGER DERRICK DH45TR)**

WHEREAS, Section 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/1-1 et. seq., authorizes the corporate authorities of each municipality to purchase or lease personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase or lease to be paid in annual installments during a period not exceeding twenty (20) years; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City of Rock Falls (the “City”), have negotiated with Altec Capital Services, LLC (the “Seller”), for the lease and/or purchase of certain personal property described as follows: 2 – 2020 International MV607 Altec Digger Derrick DH45TR (the “Personal Property”); and

WHEREAS, the lease and/or purchase of the Personal Property is contingent upon the execution of a contract or lease between the City and Seller, which provides for the purchase and/or lease of the Personal Property to be paid in annual installments during a period not to exceed twenty (20) years, all as more specifically described in the agreement attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, the Corporate Authorities have discussed the needs of the City with respect to the Personal Property and have determined that the purchase and/or lease of said Personal Property is for a proper public purpose and is in the best interests of the City and its residents; and

WHEREAS, the Corporate Authorities find and determine that the best interests of the City and its residents will be served by acceptance of the Agreement by the City and the lease and/or purchase of the Personal Property in accordance with the terms therein.

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 preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

SECTION 2: The Agreement is hereby accepted by the Corporate Authorities on behalf of the City for the lease and/or purchase of the Personal Property, upon the terms and conditions more specifically set forth therein.

SECTION 3: 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 4: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest the Agreement for the lease and/or purchase of the Personal Property, which Agreement shall be substantially in the form attached hereto as Exhibit A.

SECTION 5: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effectuate the lease and/or purchase of the Personal Property for the City as herein authorized.

SECTION 6: If any section, paragraph, or provision of this Ordinance 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 Ordinance.

SECTION 7: All ordinances, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

SECTION 8: This Ordinance 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 _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

(attach lease/contract)

EQUIPMENT LEASE/PURCHASE AGREEMENT

THIS EQUIPMENT LEASE/PURCHASE AGREEMENT ("Agreement") is made as of March 01, 2020 by and between ALTEC CAPITAL SERVICES, L.L.C. ("Lessor") and CITY OF ROCK FALLS, ILLINOIS ("Lessee").

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the property (hereinafter, together with all replacements and accessions thereto, referred to as the "Equipment") generally described in the Preliminary Description of Equipment attached hereto and to be more specifically described in the Certificate of Acceptance, in the form attached, to be executed and delivered pursuant hereto, subject to the terms and conditions set forth herein.

This Agreement is made upon the following terms and conditions:

(1) **TERM.**(a) Commencement of Term. This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the date hereof. The term of lease under this Agreement shall commence on the date on which the Equipment is accepted by Lessee, as indicated on the Certificate of Acceptance (the "Commencement Date"), and shall terminate on the last business day of Lessee's then current fiscal budget period (such period being hereinafter referred to as the "Original Term"). (b) Renewal of Term. Subject to the provisions of Section 10 hereof and sub-part (e) of this Section, the Original Term will be automatically and successively renewed at the end of the Original Term under the same terms and conditions for successive renewal periods ("Renewal Terms"), with the last of such Renewal Terms to end on the last day of the Full Lease Term, as specified on the Schedule of Payments executed by Lessee and attached hereto (the "Schedule"). (c) Termination of Term. The term of lease will terminate upon the earliest to occur of any of the following events: (1) The expiration of the Original Term or any Renewal Term and the nonrenewal thereof in accordance with the terms and conditions of this Agreement; (2) The purchase of the Equipment by Lessee under the provisions of Sections 8(c) or 10 of this Agreement; (3) A default by Lessee and Lessor's election to terminate this Agreement under Section 13; or(4)The payment by Lessee of all rental payments to be paid by Lessee hereunder with respect to the Equipment. (d) Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of sub-part (e) of this Section, to continue the term of the lease hereunder through the Original Term and all Renewal Terms for the Full Lease Term and to pay the rental payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rental payments for the Full Lease Term can be obtained and further intends to do all things lawfully within its power to obtain and maintain funds from which the rental payments may be made. (e) Nonappropriation. In the event sufficient funds are not appropriated for the payment of all rental payments required to be paid in the next succeeding Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rental payments provided for in this Agreement beyond the then current term. Lessee agrees to give notice to Lessor of such termination at least sixty (60) days prior to the end of the then current term or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. If this Agreement is terminated under this sub-part, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the Equipment to Lessor at such location as is specified by Lessor, in the condition required by Section 5(b) hereof, on or before the effective date of termination.

(2) **RENTAL PAYMENTS.** (a) Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. (b) Payment of Rental Payments. Lessee shall pay rental payments exclusively from legally available funds, in lawful money of the United States of America, to Lessor in the amounts and on the rental payment due dates set forth in the Schedule without notice. In the event that any rental payment is not received by Lessor on or before the due date therefor, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of one percent (1%) per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that the rental payment is received by Lessor. (c) Interest and Principal Components. As set forth in the Schedule, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. (d) Rental Payments to be Unconditional. The obligation of Lessee to make rental payments hereunder, and to perform and observe the covenants and agreements contained in this Agreement, shall be absolute and unconditional in all events, except as expressly provided in this Agreement. Lessee shall not assert any right of setoff, counterclaim, or abatement against its obligations hereunder, including (without limitation) by reason of equipment failure, disputes with the vendor(s) or manufacturer(s) of the Equipment or Lessor, accident or any unforeseen circumstances.

(3) **REPRESENTATIONS AND COVENANTS OF LESSEE.** Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such. (b) Lessee is authorized under the Constitution and laws of the state of IL to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder. (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct, and complete legal name. (d) As evidenced by an attachment hereto, the execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement against Lessee, and that Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment by Lessee hereunder. (e) Lessee shall cause to be executed and attached hereto an incumbency certificate and an opinion of its counsel in form and substance satisfactory to Lessor. (f) Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity. Lessee shall cause to be executed and attached hereto an Essential Use of Equipment Letter in form and substance satisfactory to Lessor. (g) Within one hundred fifty (150) days of the end of each fiscal year of Lessee during the term hereof, Lessee shall provide Lessor with a copy of its audited financial statements for such fiscal year. Additionally, Lessee shall provide Lessor with budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may reasonably be requested by Lessor. (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement will not be or become fixtures. (i) Lessee acknowledges that Lessor is acting only as a financing source with respect to the Equipment, which has been selected by Lessee. (j) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

(4) **TITLE TO EQUIPMENT; SECURITY INTEREST.** (a) Title to the Equipment. During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of a default as set forth in Section 13 hereof or nonappropriation as set forth in Section 1(e) hereof, title shall immediately vest in Lessor. (b) Security Interest. To secure the prompt payment and performance as and when due of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a first priority security interest in the Equipment, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the state of IL. Lessee may not dispose of any item of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of the Equipment.

(5) **USE AND MAINTENANCE.** (a) Use. Lessee shall use the Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful, proper and lawful manner consistent with the requirements of all applicable insurance policies relating to the Equipment. Lessee will not change the location of any items of the Equipment as specified in the applicable Certificate of Acceptance without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach or incorporate the Equipment to or in any other item of equipment in such a manner that the Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. (b) Maintenance. Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment in as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. All replacement parts and accessions shall be free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Lessee shall not make any material alterations to the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All additions to the Equipment which are essential to its operation, or which cannot be detached without materially interfering with such operation or adversely affecting the Equipment's value and utility, shall immediately be deemed incorporated in the Equipment and subject to the terms of this Agreement as if originally leased hereunder, and subject to the security interest of Lessor. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

Additional Provisions for Vehicles. As to any Equipment leased hereunder that constitutes motor vehicles ("Vehicles"), you further covenant and agree as follows:

(a) You shall, at your own expense, obtain in our name all registration plates and other plates, permits inspections or licenses required to be obtained in connection with the Vehicles, or related to their operation and use except for the initial registration plates which we obtain at your expense. We shall issue to you, for such purpose, appropriate limited powers of attorney or such other authority as may be necessary. You shall not, without our prior written consent, permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would subject such Vehicle to the titling or registration laws of such other state.

YOU AGREE THAT NO VEHICLE SHALL BE USED TO TRANSPORT PERSONS FOR HIRE OR HAZARDOUS SUBSTANCES.

(b) At any time that you are required to return the Vehicle to us, you shall, at your expense, deliver the Vehicle to the nearest Altec facility within the United States which we specify.

(c) Each Vehicle shall not have more than the average miles per year recorded on its odometer than the mileage specified for the selected Lease Term for each vehicle type and specific model as detailed on the Supplement (or, if no mileage is specified in the Supplement, each Vehicle shall not have more than twelve thousand (12,000) miles per year for each year of the applicable Lease Term) and you shall pay us, at the time of Vehicle surrender, an excess mileage charge equal to \$.35 per mile for each mile exceeding specified mileage

(d) Ensure all Equipment and equipment operations conform to all applicable local, state, and Federal laws, health and safety guidelines. Upon return, the Equipment will be complete and operational with all components as originally supplied and will have passed D.O.T. inspections, or other appropriate agency or association requirements for operation. If applicable, an inspection sticker or certificate will be furnished to Lessor verifying compliance with any regulatory requirements. Lessee shall satisfy all legal and regulatory conditions necessary for Lessor to sell or lease the Equipment to a third party. Lessee will keep all licenses and operating certificates required for operation of the Equipment current during the term of the Lease. Lessee will at all times use the Equipment in compliance with all applicable laws and regulations of any governmental, local and regulatory agency;

(e). Provide safe, secure storage for the Equipment for one-hundred and eighty (180) days after expiration or earlier termination of the Lease at not more than three (3) location (s) selected by Lessor;

(f) Take such action as may be required so that, upon return, each unit of Equipment must meet all of its manufacturer's specifications for performance under full-rated loads and all of the following conditions:

1). Tires: All tires shall be of the same type (original size) and manufacturer (i.e. matched) and have a minimum of fifty (50) percent remaining tread life. All front tires shall be original casing with no crossed lugs, rear tires may be either original casings or first time recapped tires and no tire shall exhibit or have flat or bald spots, dry rot, exposed cord or cuts in sidewall;

2). Any time or life-limited components including, but not limited to, power train assembly, transmissions, converters, generators, axles, wheels, pumps or other parts shall have at least fifty (50%) percent useful life remaining before the manufacturer's next recommended major overhaul, rebuild, calibration or replacement as recommended by the manufacturer and/or published in standard maintenance manuals;

3). Mechanical Power Train: Each unit of Equipment shall have passed a dynamometer test, road test and oil analysis, each conducted not more than sixty- (60) days prior to the return of the equipment, the test results shall have been provided to Lessor not more than two- (2) weeks after each test has been conducted and not less than two- (2) weeks prior to the return of the Equipment and the tests and test results shall have been reasonably acceptable to the Lessor. The engine must have at least 50% remaining mileage until the next manufacturer's scheduled "in-frame" overhaul, there shall be no cracked cylinder heads or engine blocks, the wheel horsepower must be within 80% - 85% of the rated flywheel horsepower without excess blow-by, exhaust system leakage or oil leakage and must meet current smoke emission standards. The transmission and rear axles shall be capable of pulling loads to their full rated capacity, there shall be no transmission, drive axle or wheel hub oil leaks and there shall be no "slipping" or "grabbing" clutch. Cooling and lubrication systems shall not be contaminated and there shall be no leaking between systems, no battery shall have any dead cell, cracked case or be inoperative;

4). Service Body/Digger Derrick: Lessee will ensure that the Equipment will be mechanically and structurally sound, no bowed sections, free of cracks, bends or warping that impacts the Fair Market Value and marketability of the Equipment and is capable of performing the functions for which the Equipment was originally designed. Ensure all safety equipment, covers and guards, parts and components must be in-place and operational. No safety features shall be bypassed or disconnected. All body parts shall be intact with no tears or dents in metal. Service bodies to be free of dents (or cracks on fiberglass components) or damages over \$50.00, normal wear and tear excepted. Sheet metal must be complete. All cooling, heating and lubrication systems shall not be contaminated and there shall be no leaks or leakage between systems. All gauges, indicators and controls will be in good conditions, plastic or glass coverings intact, clear and all will be in good working order. No battery shall have any dead cells, cracked case be inoperative or unable to be charged. All internal fluids, such as lube oil and hydraulic fluids, are to be filled to operating levels and all filler caps are to be secured. Digger/Derrick boom, hydraulic cylinders and all accessories and attachments shall be free of damage and capable of performing to their maximum operational designs. All drive axles and non-drive axles are to be fully functional with no slipping, grinding or grabbing, and the Equipment shall be operational in all gears, forward and reverse. If during such inspection, the authorized inspector finds any of the material or workmanship to be defective or the Equipment not meeting or exceeding the manufacturer's operating requirements, Lessee, at lessee's cost, shall repair or replace the material or defective workmanship utilizing manufacturer approved components and in accordance with the manufacturer's recommendations. After corrective measures are completed, lessee, at Lessee's cost will provide for a follow-up inspection of the Equipment by the authorized inspector as outlined in this paragraph;

5). General Condition: With respect to each unit, there must be no structural or mechanical damage; no glass shall be broken, chipped or cracked; no upholstery shall have any cuts, tears or burn marks. All rust or corrosion must be treated in a manner consistent with standard industry practices. All Equipment must have a good overall appearance and no material damage. The Equipment shall be cleaned (internal and external), free of rust and corrosion with no missing or damaged parts. Upon return, all commercial logos, advertising, graffiti, insignias and lettering shall be removed and repaired in a workmanlike manner so as to not damage the Equipment. Manufacturer's identity plates and markings shall not be removed. With respect to each unit, the total cost of necessary repairs for damage or other related costs necessary to place the Equipment in such condition as to be in complete compliance with this Lease may not exceed \$150.00;

6). Documents and Records: Written records of scheduled and other maintenance and repair work done shall be kept, dated, and signed by the appropriate authority. A service history or log will be maintained during the Lease term and a copy provided to Lessor upon request during the term of the Lease, or at Lease termination. All maintenance records,

maintenance record jackets, repair jackets, repair orders, license plates, registration certificates and all other similar documents, in their entirety, must be returned to Lessor;

7). Brakes: Brake drums, linings and other brake components shall not be cracked and shall not exceed manufacturers' recommended wear limits. Brake linings shall have fifty (50) percent remaining wear;

8). Maintenance: Lessee shall strictly follow the manufacturer's recommended maintenance and service schedule, as required to validate any warranty, at Lessee's sole cost and expense. Any maintenance or repair work shall comply with the guidelines and procedures as specified by the manufacturers of the equipment and in accordance with standards in the industry. Lessee will use only original manufacturer's approved replacement parts and components in the performance or any maintenance and repair of the Equipment. Lessee will at all times maintain the Equipment in good operational condition and appearance;

9). Use: Lessee guarantees that the Equipment will not be or have been operated beyond the rated capacity as certified by the manufacturer at any time during the Lease term. Lessee will not discriminate in the use of the Equipment from any other similar equipment in its fleet;

10). Alterations: Lessee will not modify the Equipment without the prior written approval of Lessor. In any event, Lessee will not make any modifications or alterations that would impair the Equipment's use, value, marketability or manufacturer's warranty and recommendations. Lessee will not make any alterations to the Equipment that would damage or restrict the use of the Equipment from its initial use and design and that cannot be removed without damage to the unit. Changes, modifications or additions to the Equipment mandated by Federal or state authorities will be completed by Lessee and become property of Lessor;

11). Not more than ninety- (90) days prior to return of Equipment, during regular working hours, Lessee must make the Equipment available to allow Lessor or Lessor's agent to conduct an in-depth physical inspection. Any part, component or function found not to be within the manufacturer's tolerances and operational specifications, including but not limited to engines, transmissions, clutches, drive trains, and rear axles, will be replaced or brought within those tolerances and specifications to the satisfaction of Lessor. Testing with necessary reconditioning to meet the return conditions are to be provided to Lessor two-(2) weeks prior to the return of the equipment. Lessee shall obtain written certification from the manufacturers or their authorized representative that the Equipment has been returned in accordance with the terms set forth herein;

(6) **FEES; TAXES; OTHER GOVERNMENTAL AND UTILITY CHARGES; LIENS.** (a) Fees. Lessee shall be liable to reimburse Lessor for, and agrees to hold Lessor harmless from, all titling, recordation, documentary stamp and other fees arising at any time prior to or during the Full Lease Term, or upon or relating to the Equipment or this Agreement. (b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment will be used for a governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Full Lease Term against or with respect to the Equipment, as well as all utility and other charges incurred in the operation and use of the Equipment. (c) Liens. Lessee shall keep the Equipment free and clear of all liens, levies and encumbrances, except those created under this Agreement.

(7) **INSURANCE.** (a) Casualty Insurance. At its own expense, Lessee shall keep the Equipment insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment. As used herein, "Full Insurable Value" means the full replacement value of the Equipment or the Prepayment Amount applicable to the immediately preceding rental payment due date as designated on the Schedule, whichever is greater. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks relating to any losses delivered promptly to Lessor. If Lessee insures similar properties against casualty loss by self-insurance, with Lessor's prior consent Lessee may satisfy its obligations with respect to casualty insurance hereunder by means of a self-insurance fund reasonably acceptable to Lessor. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8 hereof. As used herein, "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorneys' fees) incurred in the collection of such claim or award. (b) Liability Insurance. Lessee shall also carry public liability insurance, both personal injury and property damage, covering the Equipment in an amount as Lessor may from time to time reasonably require on notice to Lessee. Lessor shall be named as an additional insured with respect to all such liability insurance. With Lessor's prior consent, Lessee may satisfy its obligations with respect to liability insurance hereunder by maintaining a funded self-insurance plan. (c) Worker's Compensation. Lessee shall carry worker's compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage throughout the Full Lease Term. (d) General Requirements. All insurance required under this Section 7 shall be in form and amount and with companies reasonably satisfactory to Lessor except as otherwise expressly provided herein. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage, annually throughout the Full Lease Term. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other

than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

(8) **RISK OF LOSS; DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS.** (a) Risk of Loss. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment, defect therein, or unfitness or obsolescence thereof, shall relieve Lessee of its obligation to make rental payments or perform any other obligations hereunder. (b) Damage, Destruction and Condemnation. If prior to the termination of the Full Lease Term (1) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or (2) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to sub-part (c) of this Section. (c) Use of Net Proceeds. Provided the Equipment is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the Net Proceeds), cause the prompt repair, replacement or restoration of the affected Equipment. In the event that the Equipment is totally destroyed or damaged and Lessee is unable to make arrangements satisfactory to Lessor for the prompt replacement thereof, Lessee shall pay to Lessor, on the rental payment due date next succeeding the date of such loss, the Prepayment Amount applicable to such rental payment due date plus the rental payment due on such date and any other amounts then payable by Lessee hereunder. Upon such payment, the term of the lease and the security interest of Lessor in the Equipment shall terminate, and Lessee will acquire full and unencumbered title to the Equipment as provided in Section 10 hereof. If Lessee is not then in default hereunder, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this sub-part (c) shall be for the account of Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations as set forth in this sub-part (c), Lessee shall make such payments to the extent of any deficiency.

(9) **DISCLAIMER OF WARRANTIES.** LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE), NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY GUARANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the vendor(s) or manufacturer(s) to Lessor are hereby assigned to Lessee for and during the Full Lease Term and Lessee agrees to resolve all such claims directly with the vendor(s) or manufacturer(s). Provided that Lessee is not then in default hereunder, Lessor shall cooperate fully with Lessee with respect to the resolution of such claims, in good faith and by appropriate proceedings at Lessee's expense. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rental payments hereunder.

(10) **PURCHASE OF EQUIPMENT BY LESSEE/PREPAYMENT.** Provided that Lessee is not then in default under this Agreement, this Agreement will terminate, the security interest of Lessor in the Equipment will be terminated, and Lessee will acquire title to the Equipment free and clear of all liens and encumbrances created by, or arising through or under, Lessor:(a)at the end of the Full Lease Term, upon payment in full of all rental payments and other amounts payable by Lessee hereunder for the Full Lease Term; or(b)on any rental payment due date, upon payment by Lessee of the then applicable Prepayment Amount as set forth on the Schedule plus the rental payment due on such date and all other amounts then due by Lessee hereunder, provided Lessee shall have given Lessor not less than thirty (30) days' prior notice of its intent to make such payment.

(11) **QUIET POSSESSION.** Lessor represents and covenants to Lessee that Lessor has full authority to enter into this Agreement, and that, conditioned upon Lessee performing all of the covenants and conditions hereof, as to claims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment during the term of this Agreement subject to the terms and provisions hereof.

(12) **ASSIGNMENT; SUBLEASING; INDEMNIFICATION.** (a) Assignment by Lessor. This Agreement, and the rights of Lessor hereunder and in and to the Equipment and the Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Agreement on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or

otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment and in this Agreement. (b) **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. (c) **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the state of IL, Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of (1) the ordering, acquisition, delivery, installation or rejection of the Equipment; (2) the possession, maintenance, use, condition (including without limitation, latent and other defects whether or not discoverable by Lessor or Lessee, any claim in tort, including actions for strict liability, and any claim for patent, trademark or copyright infringement) or operation of any item of the Equipment (by whomsoever used or operated); or (3) the loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment, or any item thereof. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in default hereunder.

(13) **EVENTS OF DEFAULT AND REMEDIES.** (a) **Events of Default.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (1) failure by Lessee to pay any rental payment or other payment required to be paid hereunder within five (5) days of the due date therefor; or (2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder and such failure shall continue unremedied for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or (3) any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (5) a petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within sixty (60) days thereafter; or (6) an attachment, levy or execution is levied upon or against the Equipment or any item thereof. (b) **Remedies on Default.** Whenever any event of default shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating this Agreement, retake possession of the Equipment or items thereof and sell, lease or sublease items of the Equipment for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations hereunder including, but not limited to, all payments due and to become due during the Full Lease Term, holding Lessee liable for the excess (if any) of (i) the rental payments payable by Lessee hereunder to the end of the Original Term or then current Renewal Term (whichever is applicable) and any other amounts then payable by Lessee hereunder (including but not limited to attorneys' fees, expenses and costs of repossession), over (ii) the net purchase price or rent and other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease, provided that the excess (if any) of such amounts over the Prepayment Amount applicable to the last rental payment due date of the Original Term or Renewal Term (whichever is applicable) and the amounts referred to in clause (i) shall be paid to Lessee; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment to Lessor in the manner and in the condition set forth in Section 5(b) hereof at such location as is specified by Lessor; (3) if Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8 hereof; and (4) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of IL or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement, to recover damages for the breach of this Agreement, or to rescind this Agreement as to the Equipment. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. (c) **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. Lessor's remedies hereunder may be exercised separately with respect to items of the Equipment. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(14) **TAX COVENANTS.** (a) The parties assume that Lessor can exclude the interest component of the rental payments from federal gross income. Lessee covenants and agrees that it will (i) use a book entry system to register the owner of this Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (ii) timely file an IRS Form 8038-G (or, if the invoice price of the Equipment is less than \$100,000, a Form 8038-GC) with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (iii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy the IRS' guidelines for permitted management contracts, as the same may be amended from time to time; (iv) comply with all provisions and regulations

applicable to excluding the interest component of the rental payments from federal gross income pursuant to Section 103 of the Code; and (v) cause to be completed, executed and delivered to Lessor a Tax Compliance Agreement and No Arbitrage Certificate substantially in the form provided by Lessor. (b) If Lessor either (i) receives notice, in any form, from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rental payment from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to rental payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding rental payment due date in such amount as will maintain such after-tax yield to Lessor.

(15) LESSOR'S RIGHT TO PERFORM FOR LESSEE. If Lessee fails to perform or comply with any of its agreements contained herein, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, together with interest thereon at the rate of twelve percent (12%) per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law), shall be payable by Lessee upon demand.

Within ten (10) days of receipt, Lessee shall execute, endorse and deliver to Lessor any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lessor any right, title or power which by the terms hereof are expressed to be conveyed or conferred upon Lessor, including, without limitation: (a) Uniform Commercial Code financing statements (including continuation statements), real property waivers; (b) documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 7 hereof to the extent that the same relate to the Equipment; and (c) upon default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor. Further, to the extent permitted by law, Lessee appoints Lessor as its attorney-in-fact for the limited purpose of, and with the full authority to, execute and file Uniform Commercial Code financing statements (including continuation statements) in the name and on behalf of Lessor, and agrees that photocopies of originally executed Uniform Commercial Code financing statements (including continuation statements) may be filed in the appropriate recordation offices as originals. In addition, the Lessee hereby authorizes the Lessor to prepare and file Uniform Commercial Code financing statements (including continuation statements) naming Lessee as debtor and Lessor as secured party without the signature of the Lessee to the extent permitted by law.

(16) MISCELLANEOUS. (a) **Notices.** All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. (b) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. (c) **Severability; Survival.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. The representations, warranties and covenants of Lessee herein shall be deemed to be continuing and to survive the closing hereunder. Each execution by Lessee of a Certificate of Acceptance shall be deemed a reaffirmation and warranty that there have been no material adverse change in the financial condition of Lessee from the date of execution hereof. The obligations of Lessee under Sections 1(e), 6, 12(c) and 14, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (d) **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. (e) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of IL. (f) **TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR AND LESSEE EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY TO ANY ACTION, CLAIM OR SUIT ARISING OUT OF, RELATING TO, OR BROUGHT IN CONNECTION WITH THIS LEASE.** (g) **Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. (h) **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

ALTEC CAPITAL SERVICES, L.L.C., Lessor

By: _____

City of Rock Falls, Illinois, Lessee

By: _____
Its: _____

SCHEDULE OF PAYMENTS

Attached to and made a part of that certain Equipment Lease/Purchase Agreement dated as of March 01, 2020 by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and City of Rock Falls, Illinois, as Lessee.

Commencement Date: Equipment Delivery Date, as confirmed by Signature of Delivery and Acceptance Certificate

Full Lease Term: 48 months beginning with Commencement Date.

Rental payments are payable (check one) X in advance _____ in arrears of the period to which they relate. Rental payment due dates will be based on the Commencement Date, and established in Lessor's notification to Lessee of the Commencement Date.

	Date	Payment	Interest	Principal	Balance
Loan	3/1/2020				508,432.00
1	3/1/2020	136,557.00	0.00	136,557.00	371,875.00
2020 Totals		136,557.00	0.00	136,557.00	
2	3/1/2021	136,557.00	18,593.75	117,963.25	253,911.75
2021 Totals		136,557.00	18,593.75	117,963.25	
3	3/1/2022	136,557.00	12,695.59	123,861.41	130,050.34
2022 Totals		136,557.00	12,695.59	123,861.41	
4	3/1/2023	136,557.00	6,506.66	130,050.34	0.00
2023 Totals		136,557.00	6,506.66	130,050.34	
Grand Totals		546,228.00	37,796.00	508,432.00	

City of Rock Falls, Illinois
Lessee

By: _____

Date: _____

CITY OF ROCK FALLS

ORDINANCE NO. 2020-2466

**ORDINANCE EXEMPTING COMPLIANCE WITH CERTAIN
RESTRICTIVE COVENANTS AND CONDITIONS
AFFECTING LOTS 14 AND 15 OF SUBDIVISION 7
IN THE ROCK FALLS INDUSTRIAL PARK
PIN# 11-34-152-009**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this
_____ day of _____, 2020.

**ORDINANCE EXEMPTING COMPLIANCE WITH CERTAIN
RESTRICTIVE COVENANTS AND CONDITIONS
AFFECTING LOTS 14 AND 15 OF SUBDIVISION 7
IN THE ROCK FALLS INDUSTRIAL PARK
PIN# 11-34-152-009**

WHEREAS, the City of Rock Falls (the “City”) is the owner of an approximately 6.5 acre parcel of real property located in the Rock Falls Industrial Park, being more particularly described on Exhibit A, attached hereto (the “Property”); and

WHEREAS, the City has previously entered into a series of agreements with the Illinois Municipal Electric Agency (“IMEA”) and Sol Systems, LLC (“Sol”) for the construction and subsequent operation of a solar generation facility (the “Solar Facility”) at the Property, to be used in connection with the City’s electric distribution system; and

WHEREAS, the City, as the original owner of the lots consisting of the Rock Falls Industrial Park, recorded with the Whiteside County Recorder’s Office on September 26, 2003 as Document No. 13621-2003, certain Restrictive Covenants and Conditions (the “RCCs”) affecting and applying to the use of the lots located therein, including the Property; and

WHEREAS, an amendment to the RCCs was recorded with the Whiteside County Recorder’s Office on September 11, 2006 as Document No. 7720-2006 (the “Amendment”); and

WHEREAS, the RCCs do not authorize the construction and operation of the Solar Facility at the Property as an approved use within the Rock Falls Industrial Park; and

WHEREAS, the RCCs further require the approval of the Rock Falls Industrial Development Commission prior to the construction of any improvements on the Property; and

WHEREAS, the Amendment amended Section XII of the RCCs to state that any lot consisting of the Rock Falls Industrial Park may be exempted from any one or more of the restrictions contained in the RCCs upon a two-thirds (2/3) majority vote of the City Council of the City; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City have discussed the necessity of exempting the Property from the requirements of the RCCs in order to permit the use of the Property for the Solar Facility; and

WHEREAS, the Corporate Authorities deem it in the best interests of the City and its residents that it exempt the Property from the requirements of the RCCs, to the extent that the Solar Facility may be properly constructed and operated thereon, all as more particularly set forth herein.

NOW, THEREFORE, be it ordained by the Corporate Authorities 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 1 as if more fully set forth herein.

SECTION 2: The Property is hereby exempted from the requirements of the RCCs for the construction and operation of the Solar Facility thereon. The construction of the Solar Facility at the Property shall further be exempted from prior approval of the construction plans and specifications for the same from the Rock Falls Industrial Development Commission. Notwithstanding the foregoing, any applicable conditions and restrictions contained in the RCCs, to the extent not in conflict with the intent of this Ordinance, shall remain in full force and effect against the Property. This exemption shall terminate upon the earlier of the removal or deconstruction of the Solar Facility from the Property.

SECTION 3: 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 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 Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 6: 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 _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

Lots 14 and 15, Rock Falls Industrial Park Subdivision No. 7, a part of the East Half of Section 34 and part of the West Half of the West Half of Section 35, Township 21 North, Range 7 East of the 4th P.M., City of Rock Falls, Whiteside County, Illinois.

Parcel No. 11-35-152-009

CITY OF ROCK FALLS

ORDINANCE NO. 2020-2467

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V, SECTION 32-343
OF THE ROCK FALLS MUNICIPAL CODE
(CONNECTION; APPLICATION, CERTIFICATE OF WIRING COMPLIANCE)**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V, SECTION 32-343
OF THE ROCK FALLS MUNICIPAL CODE
(CONNECTION; APPLICATION, CERTIFICATE OF WIRING COMPLIANCE)**

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

SECTION 1: Chapter 32, Article V, Division 1, Section 32-343, as amended, shall be further amended to read as follows:

“Sec. 32-343. – Connection; application, certificate of wiring compliance.

Applications for connection and service to the municipal electric distribution system shall be made in writing to the director of electrical utilities and shall be accompanied by a certificate of the director that the wiring of the premises complies with all ordinances of the city and with any applicable provisions of building codes in effect and adopted from time to time by the city, and with any provisions of the National Electrical Code as in effect from time to time, as may be applied by duly adopted ordinance of the city. No premises, whether located within or without limits of the city, shall be connected to the electrical distribution system of the city unless the premises complies with the provisions of this section. In addition, in each of the following instances, in order for a structure to be connected, remain connected or be reconnected to the electrical distribution system of the city, the structure, regardless of whether located within or without the limits of the city, shall conform to the requirements of city ordinances and adopted and in effect building and electrical codes which require a minimum of 100 amps capacity service panel and external disconnect, and the application for connection shall be accompanied by a certificate of the director of electrical utilities or his designee that the service does comply. The instances are:

- (1) When the structure has been damaged by fire or other catastrophic event the repair for which necessitates the issuance of a building permit;
- (2) When renovation, remodeling or addition is to be made to the structure for which a building permit is required to be issued;
- (3) When ownership of the real estate upon which the structure is situated structure changes, except for a change of ownership from one spouse to another, from one spouse to both spouses, when the change is in compliance with a property settlement following a dissolution of marriage, or from one co-tenant to another co-tenant or co-tenants.

A violation of any of the provisions of this section shall be punishable as a Class B violation in accordance with section 1-41.”

SECTION 2: In all other respects, Chapter 32, Article V, Division 1 shall remain in full force and effect as previously adopted and/or amended.

SECTION 3: 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 4: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2020-2468

**ORDINANCE AMENDING CHAPTER 16, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO FEES FOR LIQUOR LICENSE RENEWAL AND SUNDAY SALES
AND COMPENSATION OF LIQUOR CONTROL COMMISSIONER**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

**ORDINANCE AMENDING CHAPTER 16, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO FEES FOR LIQUOR LICENSE RENEWAL AND SUNDAY SALES
AND COMPENSATION OF LIQUOR CONTROL COMMISSIONER**

WHEREAS, Section 4-3 of the Liquor Control Act of 1934 (235 ILCS 5/1-1 et. seq.) authorizes the City Council of the City of Rock Falls (the “City”) to fix and pay compensation to the local liquor control commissioner as may be deemed necessary for the proper performance of the duties vested in him or her; and

WHEREAS, the liquor control commissioner of the City currently receives no compensation for the performance of the duties vested in him or her; and

WHEREAS, after much discussion and due to the significant amount of time required to be invested with the position, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City have determined it in the best interests of the City to fix and pay a yearly compensation to the City’s liquor control commissioner; and

WHEREAS, the Corporate Authorities, after review of the current fee schedule of the City with respect to liquor licenses, has further deemed it necessary and in the best interests of the City to increase the liquor license renewal fees and fees for Sunday sales with respect to the same, 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 Corporate Authorities of the City hereby find that all of the recitals contained in the preambles to this Ordinance are true and correct and do incorporate them into this Ordinance by this reference.

SECTION 2: Chapter 16, Article V, Division 2, Section 16-389, subsections (1) through (5), as amended, shall be further amended to read as follows:

“Sec. 16-389. – License classifications; fees.

...

(1) *Class A (Taverns).*

- a. Class A-1 license shall authorize the sale of alcoholic liquor in the original container for consumption off premises, or by the glass, drink or other container for consumption on the premises. A bar and or a lounge is available for customer use. The annual renewal fee for such Class A-1 license shall be ~~\$1,600.00~~ 1,750.00, payable in advance.

- b. Class A-2 shall authorize the sale of alcoholic liquor in the original container for consumption off premises, or by the glass, drink or other container for consumption on the premises on Sundays. A bar and or lounge is available for customer use. No such license shall be issued unless the applicant therefor is the holder of a Class A-1 license. The annual renewal fee for such Class A-2 license shall be ~~\$300.00~~450.00 payable in advance.
- (2) *Class B (Restaurant, bowling alley, banquet facility, campground, club or hotel).*
- a. Class B-1, shall authorize the sale of any alcoholic beverage for consumption by the drink on the premises only, and which shall be issued to a restaurant, bowling alley, banquet facility, club or hotel. The annual renewal fee for such license shall be ~~\$1,100.00~~1,250.00, payable in advance.
 - b. Class B-2, shall authorize the sale of any alcoholic beverage for consumption by the drink on the premises only, and which shall be issued to a restaurant, bowling alley, banquet facility, club or hotel for sales on Sundays. No such license shall be issued unless the applicant therefor is the holder of a Class B-1 license. The annual renewal fee for such B-2 license shall be ~~\$300.00~~450.00, payable in advance.
 - c. Class B-3, shall authorize the sale seven days each week of any alcoholic beverage in the original container for consumption off the premises, or by the glass, drink or other container for consumption on the premises, where a bar or other lounge area is available for customer use, and shall be issued only to a campground. The annual renewal fee for such B-3 license shall be ~~\$1,400.00~~1,550.00, payable in advance.
- (3) *Class C (Grocery store, package store or drug store).*
- a. Class C-1, shall authorize the sale of alcoholic liquor in the original package only for consumption off the premises, and which shall be issued only to a grocery store, package store or drug store. The annual renewal for such license shall be ~~\$1,200.00~~1,350.00 payable in advance.
 - b. Class C-2, shall authorize the sale of alcoholic liquor in the original package only for consumption off the premises, and which shall be issued only to a grocery store, package store or drug store for sales on Sunday. No such license shall be issued unless the applicant therefor is the holder of a Class C-1 license. The annual

renewal fee for such C-1 license shall be ~~\$300.00~~450.00 payable in advance.

(4) *Class D (Convenience store).*

- a. Class D-1, shall authorize the sale of beer and wine only in the original package for consumption only off premises, and which shall be issued only to a convenience store. The annual renewal for such license shall be ~~\$1,200.00~~1,350.00 payable in advance.
- b. Class D-2, shall authorize the sale of beer and wine only in the original package for consumption only off premises, and which shall be issued only to a convenience store for sales on Sunday. No such license shall be issued unless the applicant therefor to is the holder of a Class D-1 license. The annual renewal fee for such D-2 license shall be ~~\$300.00~~450.00 payable in advance.

(5) *Class E (Beer and wine restaurant).*

- a. Class E-1, authorizes the licensee to sell to the general public beer and wine by the drink for consumption on the premises only; provided that such sales shall only be in conjunction with the sale of food for consumption on premises. All liquor service shall be at tables or booths. No bar or lounge shall be available for customer use. Service of alcoholic liquor shall be during the time that food is available to be served. The annual renewal for such license shall be ~~\$1,000.00~~1,150.00 payable in advance.
- b. Class E-2, authorizes the licensee to sell to the general public beer and wine by the drink for consumption on the premises only; provided that such sales shall only be in conjunction with the sale of food for consumption on premises for Sunday sales. All liquor service shall be at tables or booths. No bar or lounge shall be available for customer use. Service of alcoholic liquor shall be during the time that food is available to be served. No such license shall be issued, unless the applicant therefor is the holder of a Class E-1 license. The annual renewal fee for such E-1 license shall be ~~\$300.00~~450.00 payable in advance.”

SECTION 3: In all other respects, Chapter 16, Article V, Division 2, Section 16-389 shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: Chapter 16, Article V, Division 1, as amended, shall be further amended by the addition of a new Section 16-364 to read as follows:

“Sec. 16-364. – Compensation of local liquor control commissioner.

The salary for the office of local liquor control commissioner is hereby fixed at \$3,600.00 per year, to be payable in equal monthly increments, and said salary shall become effective beginning on and after May 1, 2020.”

SECTION 5: In all other respects, Chapter 16, Article V, Division 1, as amended, shall remain in full force and effect as previously adopted and/or amended.

SECTION 6: 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 7: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 8: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2020-2469

**ORDINANCE AMENDING CHAPTER 32, ARTICLE III, SECTION 32-150
OF THE ROCK FALLS MUNICIPAL CODE
(SURVEY OF WATER USERS)**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

**ORDINANCE AMENDING CHAPTER 32, ARTICLE III, SECTION 32-150
OF THE ROCK FALLS MUNICIPAL CODE
(SURVEY OF WATER USERS)**

WHEREAS, in connection with the operation of a public water supply system, the City of Rock Falls (the “City”) is required to perform periodic surveys and investigations to determine whether actual or potential hazards to the public water supply exist; and

WHEREAS, pursuant to authority from the Illinois Environmental Protection Agency (the “IEPA”), the City is permitted to increase the minimum period in which such surveys and investigations of the public water supply system must be regularly completed, from a period of every two (2) years to every three (3) years; and

WHEREAS, the Mayor and City Council of the City (collectively, the “Corporate Authorities”) deem it in the best interests of the City and its residents to amend the City’s ordinances with respect to such surveys and investigations, to reflect the increased period in which the same must be conducted.

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

SECTION 2: Chapter 32, Article III, Division 4, Section 32-150, as amended, shall be further amended to read as follows:

“Sec. 32-150. – Survey of water users.

The superintendent of water shall cause surveys and investigations to be made of commercial, industrial and other properties served by the public water supply to determine whether actual or potential hazards to the public water supply exist. Such surveys and investigations shall be made a matter of public record and shall be repeated at least every ~~two~~three (3) years or as often as the superintendent of water shall deem necessary. Records of such surveys shall be maintained and available for review for a period of at least five years.”

SECTION 3: In all other respects, Chapter 32, Article III, Division 4, Section 32-150 shall remain in full force and effect as previously adopted and/or amended.

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 Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2020-2470

**ORDINANCE AMENDING CHAPTER 6, ARTICLE III, SECTION 6-79
OF THE ROCK FALLS MUNICIPAL CODE
(BOND AND REGISTRATION REQUIREMENTS)**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2020

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2020.

**ORDINANCE AMENDING CHAPTER 6, ARTICLE III, SECTION 6-79
OF THE ROCK FALLS MUNICIPAL CODE
(BOND AND REGISTRATION REQUIREMENTS)**

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

SECTION 1: Chapter 6, Article III, Division 1, Section 6-79, as amended, shall be further amended by the addition of a new subsection (e) to read as follows:

“Sec. 6-79. – Bond and registration.

- (e) A violation of any provision in this section shall be punishable as a Class B violation as provided in section 1-41.”

SECTION 2: In all other respects, Chapter 6, Article III, Division 1, Section 6-79 shall remain in full force and effect as previously adopted and/or amended.

SECTION 3: 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 4: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

AYE

NAY

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Rock Falls, Illinois ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Limestone Building Property 2019 USEPA Cleanup Grant Activities project ("Project"), as described in Consultant's Proposal dated N/A ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial

general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: [Signature] Date: **1/23/2020**
Name/Title: **Chen Yang / Regional Manager**
Address: **192 Exchange Blvd**
Glendale Heights, IL 60139-2089
Phone: **(630) 717-4263** Fax: **(630) 357-9489**
Email: **Linda.Yang@terracon.com**

Client: **City of Rock Falls, Illinois**
By: _____ Date: _____
Name/Title: **Robbin Blackert / City Administrator**
Address: **603 West 10th Street**
Rock Falls, IL 61071
Phone: **(815) 564-1366** Fax: **(815) 622-1109**
Email: **rblackbert@rockfalls61071.com**

Terracon

2020 SCHEDULE OF SERVICES AND FEES ENVIRONMENTAL SERVICES

Personnel

Senior Principal/Principal, per hour	\$175.00
Senior Engineer, P.E./Senior Geologist, P.G.....	\$175.00
Senior Project Manager, P.G., per hour.....	\$145.00
Project Manager II, per hour.....	\$135.00
Project Manager I, per hour.....	\$125.00
Project Engineer/Geologist/Scientist.....	\$115.00
Staff Engineer/Scientist III, per hour	\$105.00
Staff Engineer/Scientist II/Senior Technician, per hour.....	\$95.00
Staff Engineer/Scientist I/Environmental Technician II, per hour.....	\$90.00
Environmental Technician, per hour.....	\$80.00
Draftsperson, per hour.....	\$75.00
Administrative Assistant, per hour.....	\$60.00

Travel Expenses

Reimbursable Expenses are charged at cost plus allowed mark up for vehicle rental.

Mileage (per mile).....IRS Rate

Environmental Field Equipment

Development Pump (per day)	\$40.00
Disposable Bailer (each).....	\$20.00
GEM 2000 Gas Analyzer & Extraction Monitor (per day)	\$200.00
Hand Auger (per day).....	\$25.00
Handheld GPS Instrumentation (per day).....	\$45.00
High Flow Air Pump (per day)	\$25.00
IAQ Instrumentation (QTRAK, Moisture Meter) (per day)	\$75.00
Interface Probe (per day)	\$85.00
Low Flow Air Pump (per day).....	\$25.00
Low Flow Sampling Cell (includes YSI/Horiba & flow cell)	\$150.00
Low-Flow Bladder Pump (per day)	\$100.00
Peristaltic Pump (per day)	\$50.00
pH/Conductivity/Temperature Meter (per day)	\$50.00
PID Meter (per day)	\$110.00
Sample Kit (per sample)	\$5.00
Submersible Purge Pump (per day)	\$175.00
Water Level Indicator (per day)	\$35.00
XRF Meter (per day)	\$275.00
Reimbursables Markup.....	IAC Part 734 Reimbursement Guidance
Communications (routine copying, etc.)	actual expenses and markup per Part 734