

City of Rock Falls

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

Mayor
Rod Kleckler
815-380-5333

City Administrator
Robbin Blackert
815-564-1366



City Clerk
Pam Martinez
815-622-1100

City Treasurer
Kay Abner
815-622-1100

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

July 2, 2024
5:30 p.m.

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

Audience Requests

Community Affairs

Rock Falls Chamber of Commerce, Sam Smith President/CEO

Consent Agenda:

1. Approval of the minutes of the June 18, 2024, City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinances 1st Reading:

1. Ordinance 2024-2656 - Approving Amended Power Factor Corrections ☞

City Administrator Robbin Blackert:

1. Award the bid for the Micro Industries Building Demolition to McDonagh Demolition, Inc, 7243 W. Touhy Avenue, Chicago, IL 60643 in the amount of \$799,700.00 which includes a BEP Utilization of 15%. ☞
2. Reject McDonagh Demolition Inc, Alternate Bid No. 1 in the amount of \$50,000.00 for salvaging of the existing water tower on top of Building D.

Information/Correspondence

Matt Cole, City Attorney
Corey Buck, City Engineer

Alderman Reports/Committee Chairman Requests

Ward 1

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

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

Ward 2

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

1. Recommendation from the Utility Committee to approve the proposal from BHMG Engineers, Inc., 9735 Landmark Parkway Drive, St. Louis, MO 63127 for 34.5 Tie Line Project in the amount of \$267,000.00 ☞
2. Recommendation from the Utility Committee to approve the renewal of License Agreement No. 3097 with the Illinois Department of Natural Resources, One Natural Resources Way, Springfield, IL 62702 for maintenance and operation of a 12" watermain under the Hennepin Feeder Canal for a term of 10 years at a total cost of \$1,100.00. ☞
3. Recommendation from the Utility Committee to approve the renewal of License Agreement No. 3094 with the Illinois Department of Natural Resources, One Natural Resources Way, Springfield, IL 62702 for maintenance and operation of a sanitary sewer 8" cast iron force main under the Hennepin Feeder Canal for a term of 10 years at a total cost of \$2,420.00. ☞

Alderman Vickey Byrd

Ward 3

Alderman Steve Dowd – Police Fire Committee Chairman

Alderman Cody Dornes

Ward 4

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

Alderman Cathy Arduini

Mayor's Report:

Adjournment

Next City Council Meeting – July 16, 2024, at 5:30 p.m.

Posted: June 28, 2024

Michelle Conklin, Deputy City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108 promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

City of Rock Falls

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

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

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on June 18, 2024, in the Council Chambers by Mayor Rod Kleckler.

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

Audience request:

None.

Community Affairs:

None.

Consent Agenda:

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

1. Approval of the minutes of the June 4, 2024, City Council Meeting.
2. Approval of bills as presented.

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

Vote 7 aye, motion carried.

Ordinance 2nd Reading and Adoption:

1. Ordinance 2024-2652 – Amending Section 16-387.1 to Impose Fines for Failure to Maintain Required Basset Certification.
A motion was made by Alderman Snow to approve Ordinance 2024-2652 – Amending Section 16-387.1 to Impose Fines for Failure to Maintain Required Basset Certification for second reading and adoption and second by Alderwoman Arduini.
Vote 7 aye, motion carried.
2. Ordinance 2024-2653 – Amending Chapter 32, Section 32-24 Regarding Utility Service Disconnection and Reconnection.
A motion was made by Alderwoman Sobottka to approve Ordinance 2024-2653 – Amending Chapter 32, Section 32-24 Regarding Utility Service Disconnection and Reconnection for second reading and adoption and second by Alderwoman McKanna.
Vote 7 aye, motion carried.
3. Ordinance 2024-2654 – Authorizing Disposal of Fire Department Miscellaneous Equipment.
A motion was made by Alderman Snow to approve Ordinance 2024-2654 – Authorizing Disposal of Fire Department Miscellaneous Equipment for second reading and adoption and second by Alderwoman McKanna.
Vote 7 aye, motion carried.
4. Ordinance 2024-2655 – Authorizing the Purchase of Real Property (1003 W. Route 30, Rock Falls, IL)

A motion was made by Alderwoman Sobottka to approve Ordinance 2024-2655 – Authorizing the Purchase of Real Property (1003 W. Route 30, Rock Falls IL) for second reading and adoption and second by Alderman Dowd.

Vote 6 aye, 1 no (Arduini), motion carried.

City Administrator:

City Administrator Blackert presented information that went in the Utility bills to all residents of Rock Falls asking for information on Brownfield sites that could be in the City Limits.

Thanked Dick Simon for his years working for the City of Rock Falls, tonight was his last Council Meeting.

City Attorney:

None

City Departments:

Melinda Jones, Tourism Director, thanked everyone for their support for the last two events, Bellson Fest and Sick the Magazine.

Alderman Reports / Committee Chairman Requests

Alderwoman McKanna made a motion to accept the recommendation from the Public Works/Public Property Committee to approve the purchase of a SAS 200 Soil and Asphalt Spreader for the Street Department from Bobcat of Dixon, 610 River Lane, Dixon, IL 61021 in the amount of \$16,757.00 and second by Alderwoman Sobottka.

Vote 7 aye, motion carried.

Alderwoman McKanna made a motion to accept the recommendation from the Public Works/ Public Property Committee to waive bidding for the East 2nd Street HMA Overlay project and second by Alderman Snow.

Vote 7 aye, motion carried.

Alderwoman McKanna made a motion to accept the recommendation from the Public Works/Public Property Committee to accept the quote for East 2nd Street HMA Overlay Project from Helm Civil, 2283 Route 20 East, Freeport, IL 61032 in the amount of \$80,647.00 and second by Alderman Snow.

Vote 7 aye, motion carried.

Alderwoman McKanna made a motion to accept the recommendation from Willett, Hofmann & Associates to award the 2024 Seal Coat project to Porter Brothers Construction, 9904 Freeport Road, Rock Falls, IL 61071 in the amount of \$150,515.99 and second by Alderman Snow.

Vote 7 aye, motion carried.

A motion was made by Alderwoman Sobottka to approve the recommendation from the OLPS Committee to approve the Electric Department to hire two Apprentice Lineman and second by Alderman Snow.

Vote 7 aye, motion carried.

Mayor's Report:

None.

A motion was made by Alderman Snow to adjourn and second by Alderwoman Sobottka.
Vote via voice, all approved (5:43 p.m.)

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS
603 W 10th Street
Rock Falls, Illinois

07/02/2024 Council Meeting

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

Tourism	\$4,749.00
General Fund	\$263,794.91
Planning/Zoning	\$235.00
Building Code Demolition Fund	\$16,113.14
Industrial Development Fund	\$869.50
TIF - Downtown Redevelopment	\$581.93
Electric	\$188,186.06
IT Fund	\$8,661.76
Sewer	\$36,382.86
Water	\$30,763.65
Garbage	\$872.25
Customer Service Center	\$1,582.93
Drug Fund	\$74.55
Motor Fuel Tax Fund	\$573.30
Customer Utility Deposits	\$241.49
	<hr/> <hr/>
	\$553,682.33

Alderman Wangelin
Alderman Palmer
Alderman Dornes
Alderman Arduini

INVOICES DUE ON/BEFORE 06/21/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	12,302.48	180.58
5032	COMCAST	510.08	5.54
5161	HUGHES MEDIA CORP	1,590.00	795.00
5308	LEAF	1,252.88	96.96
771	PINNEY PRINTING CO	2,076.26	201.05
774	ROCK RIVER READY MIX	344.39	402.00
T0005337	STAHR MEDIA LLC		120.00
	TOURISM		1,801.13
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	2,328.70
4331	CIRCUIT CLERK OF LEE COUNTY	800.00	50.00
5032	COMCAST	510.08	5.54
	ADMINISTRATION		2,384.24
02	CITY ADMINISTRATOR		
5032	COMCAST	510.08	2.77
	CITY ADMINISTRATOR		2.77
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	235.00
	PLANNING/ZONING		235.00
04	BUILDING		
5032	COMCAST	510.08	11.07
5308	LEAF	1,252.88	96.96
5311	SAMSARA NETWORKS INC	740.00	20.00
	BUILDING		128.03

INVOICES DUE ON/BEFORE 06/21/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	12,302.48	21.24
5032	COMCAST	510.08	11.07
689	PITNEY BOWES GLOBAL		273.49
	CITY CLERK'S OFFICE		305.80
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	587.50
1493	WILLIAM & MARY COMPUTER CENTER	29,917.68	385.00
1853	MOORE TIRES INC.	64.62	31.20
2380	AUTOZONE	53.79	29.34
350	GISI BROS INC	3,246.81	215.70
4231	KIESLER POLICE SUPPLY INC		829.36
5015	CARD SERVICE CENTER	12,302.48	423.75
5032	COMCAST	510.08	85.71
651	NICOR	5,736.28	42.76
662	RAY O'HERRON CO., INC.	1,425.53	842.02
	POLICE		3,472.34
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	850.00	1,050.00
	CODE HEARING DEPARTMENT		1,050.00
10	STREET		
1224	AIRGAS USA LLC	198.11	81.88
1279	WILCO RENTAL	1,408.66	17.60
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	352.50
2451	MENARDS	3,640.32	24.55
4796	VERIZON WIRELESS	1,125.56	47.29
5015	CARD SERVICE CENTER	12,302.48	795.85
5032	COMCAST	510.08	5.54
5311	SAMSARA NETWORKS INC	740.00	200.00
5394	OLIVIA GUTIERREZ	375.00	125.00
T0005871	ALTA CONSTRUCTION EQUIP IL LLC		9,130.00
	STREET		10,780.21

INVOICES DUE ON/BEFORE 06/21/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
4640	TERRACON CONSULTANTS	4,412.50	24,592.64
5015	CARD SERVICE CENTER	12,302.48	116.23
T0005828	AMERICAN TREE SERVICE		900.00
T0005870	MELYX INC DBA XYLEM LTD		1,472.00
T0005872	HUSAR ABATEMENT LTD		188,000.00
	PUBLIC PROPERTY		215,080.87
13	FIRE		
2050	ANGELO'S PIZZERIA	32.25	42.50
4385	DINGES FIRE COMPANY	5,422.33	415.85
4415	HAROLD'S FURNITURE, INC		788.95
4443	MACQUEEN EQUIPMENT LLC	563.15	1,151.78
4651	MOST PLUMBING & MECHANICAL LLC	471.00	3,000.00
4902	MATT KOBBERMAN		169.99
5015	CARD SERVICE CENTER	12,302.48	2,249.57
5032	COMCAST	510.08	19.38
651	NICOR	5,736.28	128.28
	FIRE		7,966.30
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	3,333.14
5382	P & T PEPPERS LAWN CARE	8,154.40	12,780.00
	BUILDING CODE DEMOLITION FUND		16,113.14
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	869.50
	INDUSTRIAL DEVELOPMENT		869.50
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		

INVOICES DUE ON/BEFORE 06/21/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
1978	ILLINOIS TAX INCREMENT ASSOC.		550.00
2451	MENARDS	3,640.32	31.93
	DOWNTOWN REDEVELOPMENT		581.93

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	826.70
194	GRUMMERT'S HARDWARE - R.F.	2,141.83	19.79
2451	MENARDS	3,640.32	249.98
2557	ASPLUNDH TREE EXPERT CO.	19,777.48	9,329.00
4383	GRAINGER		1,035.79
4656	THOMPSON TRUCK AND TRAILER		1,725.09
4730	FLETCHER-REINHARDT CO	7,566.50	785.76
4796	VERIZON WIRELESS	1,125.56	330.54
4973	HERITAGE CRYSTAL CLEAN LLC		333.06
5008	POWER SYSTEM ENGINEERING INC	1,710.00	1,260.00
5015	CARD SERVICE CENTER	12,302.48	1,708.36
5032	COMCAST	510.08	27.68
5311	SAMSARA NETWORKS INC	740.00	280.00
5376	KUENZ AMERICA INC		112,436.00
	OPERATION & MAINTENANCE		130,347.75

SEWER FUND			
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	387.75
194	GRUMMERT'S HARDWARE - R.F.	2,141.83	53.96
4528	MODERN SHOE SHOP	647.99	200.00
4684	SCHMITT PLUMBING & HEATING INC	577.50	6,530.00
5015	CARD SERVICE CENTER	12,302.48	374.52
5032	COMCAST	510.08	19.38
5283	RHINO INDUSTRIES INC	2,381.40	15,515.50
5311	SAMSARA NETWORKS INC	740.00	120.00
	OPERATION & MAINTENANCE		23,201.11

WATER FUND	
40	WATER

INVOICES DUE ON/BEFORE 06/21/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	62,133.78	18,930.00
	WATER		18,930.00
48	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	1,408.66	118.22
194	GRUMMERT'S HARDWARE - R.F.	2,141.83	116.26
2067	HELM MATERIALS	2,847.00	856.12
2451	MENARDS	3,640.32	326.96
3082	UNITED RENTALS, INC		1,308.70
4207	O'REILLY AUTOMOTIVE INC	1,463.03	44.99
4361	FERGUSON WATERWORKS #2516	62,133.78	95.01
4528	MODERN SHOE SHOP	647.99	485.98
4796	VERIZON WIRELESS	1,125.56	38.01
5015	CARD SERVICE CENTER	12,302.48	50.00
5032	COMCAST	510.08	13.84
5171	FERGUSON ENTERPRISES LLC	588.56	1,406.69
5296	BRADFORD SUPPLY CO		198.90
5311	SAMSARA NETWORKS INC	740.00	120.00
5395	ANDREW TRIBLEY		83.58
5396	BEHRENS PLUMBING & MECHANICAL		435.23
67	B & D SUPPLY CO.		157.78
	OPERATION & MAINTENANCE		5,856.27
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	82.25
5015	CARD SERVICE CENTER	12,302.48	790.00
	GARBAGE		872.25
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	30,483.67	1,540.10
5015	CARD SERVICE CENTER	12,302.48	1.52
5032	COMCAST	510.08	19.38
	CUSTOMER SERVICE CENTER		1,561.00

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 06/21/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

DRUG FUND			
56	DRUG ABUSE		
5015	CARD SERVICE CENTER	12,302.48	74.55
	DRUG ABUSE		74.55
	TOTAL ALL DEPARTMENTS		441,614.19

INVOICES DUE ON/BEFORE 06/28/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	208.63	28.60
5032	COMCAST	736.98	6.27
829	SELF HELP ENTERPRISE	45.00	28.00
T0000009	WDCB PUBLIC RADIO		1,000.00
T0004341	CAL STAGE		1,200.00
T0004936	MSK ENTERPRISES LLC		585.00
T0005337	STAHR MEDIA LLC	120.00	100.00
	TOURISM		2,947.87
GENERAL FUND			
01	ADMINISTRATION		
4310	PITNEY BOWES		2,024.75
5032	COMCAST	736.98	6.27
957	MONTMORENCY & COLOMA		5,000.00
	ADMINISTRATION		7,031.02
02	CITY ADMINISTRATOR		
5032	COMCAST	736.98	3.13
	CITY ADMINISTRATOR		3.13
04	BUILDING		
5032	COMCAST	736.98	12.53
	BUILDING		12.53
05	CITY CLERK'S OFFICE		
5032	COMCAST	736.98	12.53
	CITY CLERK'S OFFICE		12.53
06	POLICE		

INVOICES DUE ON/BEFORE 06/28/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
5032	COMCAST	736.98	97.05
	POLICE		97.05
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	86,930.55	9,369.10
194	GRUMMERT'S HARDWARE - R.F.	2,331.84	38.47
2451	MENARDS	4,273.74	84.54
2985	CAPITAL ONE	304.95	188.72
34	ALTORFER INC.	8,654.81	-198.93
5032	COMCAST	736.98	6.27
5398	DOUGLAS MALMBERG		570.00
	STREET		10,058.17
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	86,930.55	3,944.40
4447	FRANK'S SMALL ENGINE REPAIR	866.27	56.45
	PUBLIC PROPERTY		4,000.85
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	2,331.84	28.11
2735	SLIM-N-HANKS		1,048.00
2985	CAPITAL ONE	304.95	139.74
4664	STAPLES ADVANTAGE	243.65	111.29
5032	COMCAST	736.98	41.93
956	UNIFORM DEN INC	1,563.61	40.00
	FIRE		1,409.07
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1527	RESCO	52,425.00	2,328.00
194	GRUMMERT'S HARDWARE - R.F.	2,331.84	50.19
2985	CAPITAL ONE	304.95	68.85

INVOICES DUE ON/BEFORE 06/28/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
31	ALTEC INDUSTRIES, INC.	3,129.38	552.90
4383	GRAINGER	1,035.79	170.50
4682	SURVALENT TECHNOLOGY CORP.		13,626.00
4889	KIRBY CABLE SERVICE INC	10,822.50	12,902.50
4938	MICHLIG ENERGY LTD		24,470.23
5032	COMCAST	736.98	31.34
5110	KUNES COUNTRY AUTO GROUP	42,284.66	276.53
5205	TALLMAN EQUIPMENT CO INC.		3,353.96
5296	BRADFORD SUPPLY CO	198.90	7.31
	OPERATION & MAINTENANCE		57,838.31
IT FUND			
22	IT FUND		
1493	WILLIAM & MARY COMPUTER CENTER	30,302.68	8,661.76
	IT FUND		8,661.76
SEWER FUND			
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	86,930.55	87.80
5349	CATERPILLAR FINANCIAL		9,455.14
	SEWER		9,542.94
38	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	1,544.48	129.22
200	COM ED	208.63	170.23
2517	WM CORPORATE SERVICES INC	8,458.16	1,844.38
2985	CAPITAL ONE	304.95	63.53
34	ALTORFER INC.	8,654.81	114.60
395	HILLS ELECTRIC MOTOR SERVICE		27.42
482	JOHNSON OIL CO		1,267.50
5032	COMCAST	736.98	21.93
	OPERATION & MAINTENANCE		3,638.81

INVOICES DUE ON/BEFORE 06/28/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	81,158.79	1,036.70
	WATER		1,036.70
48	OPERATION & MAINTENANCE		
111	BONNELL REPAIR & TOWING, INC.	73.45	1,201.96
2985	CAPITAL ONE	304.95	359.58
34	ALTORFER INC.	8,654.81	86.26
4361	FERGUSON WATERWORKS #2516	81,158.79	420.61
5032	COMCAST	736.98	15.67
5060	SAUK VALLEY PEST CONTROL INC	205.00	560.00
5171	FERGUSON ENTERPRISES LLC	1,995.25	966.60
5405	WCT	660.00	1,330.00
	OPERATION & MAINTENANCE		4,940.68
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	736.98	21.93
	CUSTOMER SERVICE CENTER		21.93
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
1023	WILLETT, HOFMANN & ASSOCIATES	86,930.55	573.30
	MOTOR FUEL TAX		573.30
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005873	HECTOR ALVAREZ-CRUZ		210.94
T0005874	PRESTON CAMP		30.55
	CUSTOMER UTILITY DEPOSITS		241.49
	TOTAL ALL DEPARTMENTS		112,068.14

CITY OF ROCK FALLS

ORDINANCE NO. 2024-2656

**ORDINANCE APPROVING AMENDED
POWER FACTOR CORRECTIONS**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF _____, 2024

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ____ day of _____, 2024.

ORDINANCE NO. 2024-2656

ORDINANCE APPROVING AMENDED POWER FACTOR CORRECTIONS

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

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

WHEREAS, the City electrical department may, at its discretion, investigate the electrical distribution system in order to provide safe and efficient electrical power to the residents and businesses of the City; and

WHEREAS, the Mayor and City Council (collectively, the “**Corporate Authorities**”) of the City have determined that it is in the best interests of the City and its residents to amend the provisions of the City Code as it relates to the threshold for correcting power lags in the electrical distribution system and in order to harmonize the City Ordinances; and

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

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

SECTION 2: Chapter 32, Article V, Section 32-429 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 32-429. – Power factor correction.

The electrical department may, at its option, test or meter the power factor on a load for a customer under rate GS where there is evidence of a lagging power factor less than 95 percent. If the department determines that such a lagging exists, the department may require the customer to install power factor correcting equipment, and upon the failure of the customer to so install, the department may install such equipment near the customer, and shall add the cost for installation to the customer. No correction will be made or required where the power factor is leading or greater than 95 percent lagging..”

SECTION 3: In all other respects, Chapter 32, Article V of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

AYE:

NAY:



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

June 26, 2024

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

Attn: Ms. Robbin Blackert
City Administrator

RE: Micro Industries Building Demolition Project
WHA 1074Z23

Dear Robbin:

Proposals for the Micro Industries Building Demolition Project were opened in the Rock Falls City Hall Council Chambers at 10:00AM on Thursday, May 23, 2024. The project was publicly advertised on April 25, 2024 in the Sauk Valley News. Seventeen (17) contractors and one (1) plan room requested and were provided bid documents. A mandatory pre-bid meeting was held at the project site on May 9, 2024 which was attended by twelve (12) contractors. Two (2) addendums were issued prior to the bid opening. Eight (8) bid proposals were received, opened, and read aloud. A tabulation of the bids is attached herewith.

BIDDING IRREGULAITIES

1. Mass Crushing and Excavating, Inc. did not submit the BEP Utilization Form or BEP Section 1 Utilization of Certified Vendors form.
2. Fischer Excavating, Inc. submitted the BEP Utilization form and the BEP Section 1 Utilization of Certified Vendors form but they were not completed correctly.
3. The following bidders did not meet the 15% Business Enterprise Program (BEP) requirement for the project.
 - Environmental Cleansing Corporation
 - McDonagh Demolition, Inc.
 - Mass Crushing and Excavating, Inc.
 - Valley Construction Company
4. The BEP percentage for Fischer Excavating, Inc. was unknown because the BEP Utilization Plan and BEP Section 1 Utilization of Certified Vendors forms were not fully completed.

BID ANALYSIS

The bids ranged from \$687,973.00 to \$1,298,394.00 as detailed on the attached Bid Tabulation form. The three (3) low bidders did not meet the 15% BEP requirement based on the BEP Utilization Plan and BEP Section 1 Utilization of Certified Vendors forms submitted with their bids. After discussion with the DCEO staff, DCEO recommended that the three (3) low bidders be allowed to amend their bid to include the use of BEP vendors on this project so they could meet the 15% BEP requirement. We sent letters to Environmental Cleansing Corporation and McDonagh Demolition, Inc. on May 29th requesting them to find BEP certified vendors to use on this project so they could meet the 15% BEP requirement or their bid maybe rejected. We also emailed Fischer Excavating, Inc. and asked them to complete the BEP Utilization Plan and the BEP Section 1 Utilization of Certified Vendors forms correctly so we could determine if they met the 15% BEP requirement. The responses from the three (3) bidders are as follows:

1. Environmental Cleansing Corporation

Bid Price: \$687,973.00

Response: Environmental Cleansing Corporation was able to find BEP vendors that increased their BEP utilization to 17.17% but they were not able to hold their bid price if they had to use the BEP vendors.

2. McDonagh Demolition

Bid Price: \$799,700.00

Response: McDonagh Demolition was able to find BEP vendors that increased their BEP utilization to 15.0% and they were agreeable to hold their original bid price of \$799,700.00.

3. Fischer Excavating, Inc.

Bid Price: \$1,043,000.00

Response: Fischer Excavating, Inc. submitted the BEP Section 1 Utilization of Certified Vendor form with their bid indicating they were going to use Alpine Demolition Services as a certified Women's Owned Business. However, they did not indicate the contract amount for Alpine Demolition Services so the BEP percentage could not be determined. Fischer Excavating, Inc completed the Section 1 form indicating the amount of the contract and their BEP utilization would be 20.6%.

ALTERNATE BID NO. 1

The project also included an alternate bid for the salvaging of the existing water tower on top of Building D. The Alternate Bid No. 1 bid prices are summarized on the Bid Tabulation form.

RECOMMENDATION

The Rebuild Illinois Downtowns and Main Streets grant, which is funding this project, has a BEP utilization requirement for the entire project of 10.0%. The BEP utilization for the contractor that performed the asbestos abatement was only 5.0% so the BEP utilization for the demolition contract was increased to 15%. The BEP utilization requirement for this project makes the award of the project a little more complicated. DCEO requested that the three (3) low bidders be allowed to amend their bid to utilization BEP vendors to meet the 15% BEP requirement. The City Attorney reviewed the state statues, and found under 30 ILCS 574/4, that a bidder who fails to meet the BEP goals set forth in the BEP Utilization Plan shall be notified of the deficiency by the contracting agency, and be allowed to cure the deficiency by contracting with additional subcontractors who are certified by the Business Enterprise program. Any increase in cost to a contract for the addition of certified BEP vendors to cure a bid's deficiency shall not affect the bid price. The bidder cannot increase their bid price.

Based on DCEO's recommendations and the state statues identified by the City Attorney, we recommend that the low bid from Environmental Cleansing Corporation be rejected because their bid did not meet the 15% BEP requirement, and they could not hold their bid price when allowed to cure their bid for the BEP deficiency. Therefore, we recommend that the contract be award to McDonagh Demolition, Inc., 7243 W. Touhy Avenue, Chicago, IL 60643 for their cured bid which includes a BEP utilization of 15% and their bid amount of \$799,700.00

McDonagh Demolition, Inc. also provided a bid amount of \$50,000.00 for Alternate Bid No. 1. The City Council will need to decide whether they want to award or reject McDonagh Demolition's Alternate Bid No. 1.

Enclosed are three (3) copies of the Notice of Award for McDonagh Demolition, Inc. The Mayor will need to sign the Notice of Award after the City awards the project. Please return all executed copies of the Notice of Award to us.

If you have any other questions or require any further information, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 

Matt Hansen, PE

MH:kw
Encl.
cc: file

NOTICE OF AWARD

To: McDonagh Demolition, Inc.
7243 W. Touhy Avenue
Chicago, IL 60643

Project: City of Rock Falls, Illinois
Micro Industries Building Demolition Project
200 West 2nd Street, Rock Falls, IL 61071

The Owner has considered the Lump Sum Proposal submitted by you for the above referenced project in response to the Advertisement for Bids dated April 25, 2024.

You are hereby notified that your Lump Sum Proposal has been accepted in the amount of:

Seven Hundred Ninety Nine Thousand Seven Hundred Dollar and Zero Cents (\$799,700.00.)
Base Bid

You are required by the Project requirements to execute the Agreement (attached herewith) and furnish the required Performance Bond and Payment Bond, Certificate(s) of Insurance and Schedule of Values within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from receipt of this notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this 2nd day of July, 2024.

City of Rock Falls
OWNER

By _____

Title Rodney Kleckler, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

McDonagh Demolition, Inc.

This the _____ day of _____, 20 _____

By _____

Title _____



BHM Engineers, Inc.

9735 Landmark Parkway Drive
Suite 110A
St. Louis, MO 63127

Dick Simon

June 4, 2024

Electric Director / City of Rock Falls

E: dsimon@rockfalls61071.com

P: 815.622.1145

Ref: Cost Proposal for Tie Line Project

Dear Dick,

Thank you again for coming to BHM for a proposal on the engineering and design work on the Tie Line Project. The project scope is detailed in Appendix A and includes design considerations, submittal requirements, project contacts, roles/responsibilities, and clarifications.

High-Level Project Scope:

- o Design support for the 34.5kV tie line between MP-3 and MP-1.

Table 1: Consultant Design Cost Proposal

Description	Hours	Cost
Tie Line Design Support	1,109	\$ 199,615.00
Relay Settings and Control	216	\$ 45,360.00
Project Management & Bidding	112	\$ 21,900.00
Project NTE Total	1,437	\$ 267,000.00

*****Note:**

1. Construction Management Not included in above amount but available as T&E
2. Construction support and SCADA integration assistance Not included in above, but available as T&E

BHM will provide engineering and design services to support all work required by the project as stated in the following appendices:

- Appendix A: Detailed Project Scope, Rev0

BHM appreciates this opportunity to provide Rock Falls with these services. Should any questions arise, please contact me at your convenience.

Sincerely,

Jason F. Jackson, P.E.
Consulting Department Manager

Appendix A - Scope Document
City of Rock Falls, Illinois
Tie Line



Rev. 0
6/4/2024

A. GENERAL DESCRIPTION

The scope of the Tie Line project will be to design a new 34.5kV tie line with some 12.47kV associated line work between meter points #1 & #3, based on the information provided by Rock Falls. The city has procured and installed the majority of the UG conduit along the proposed route. The city is looking for assistance with the remaining design support.

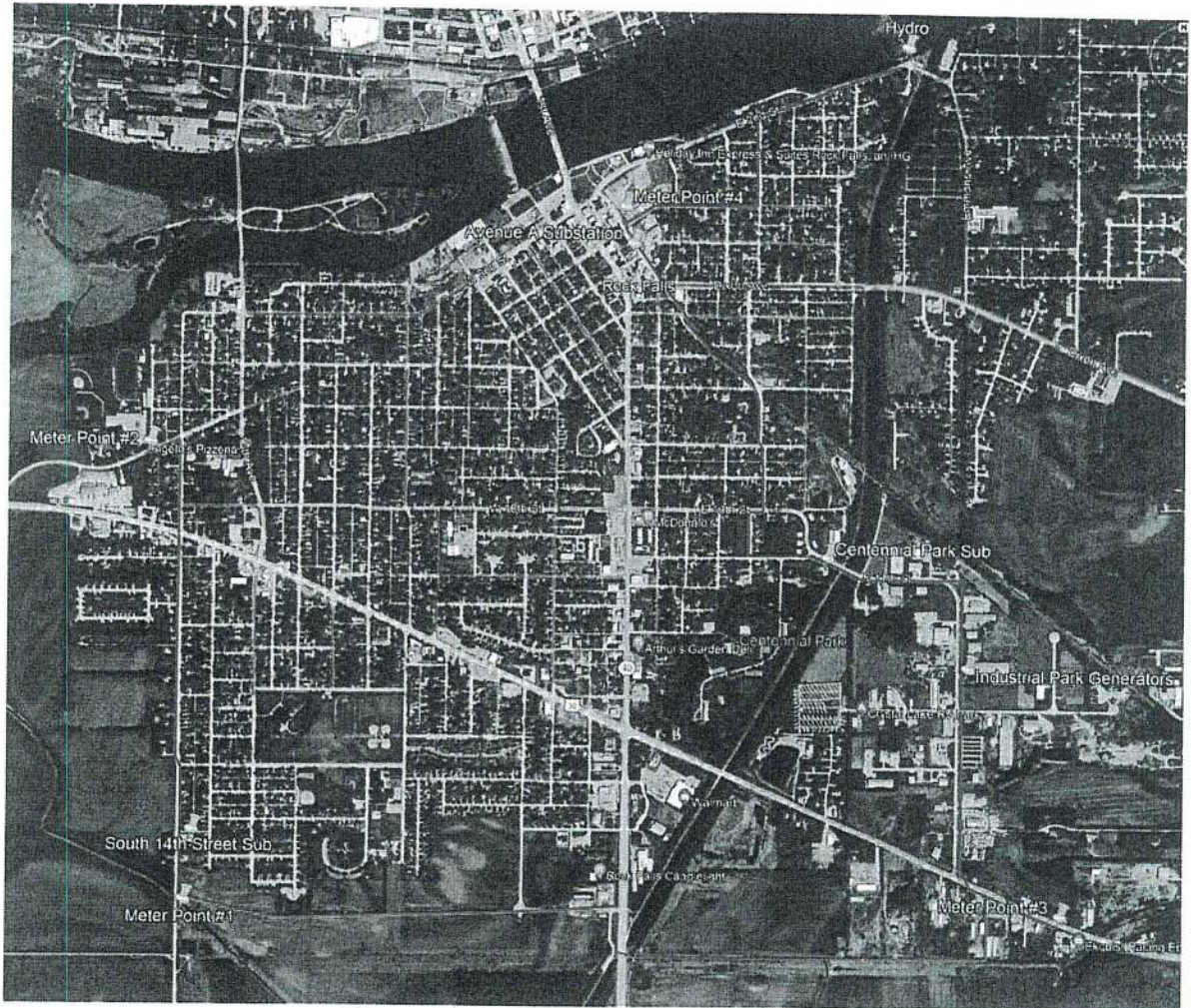


Figure 1 – Proposed Line Route

Appendix A - Scope Document
 City of Rock Falls, Illinois
 Tie Line



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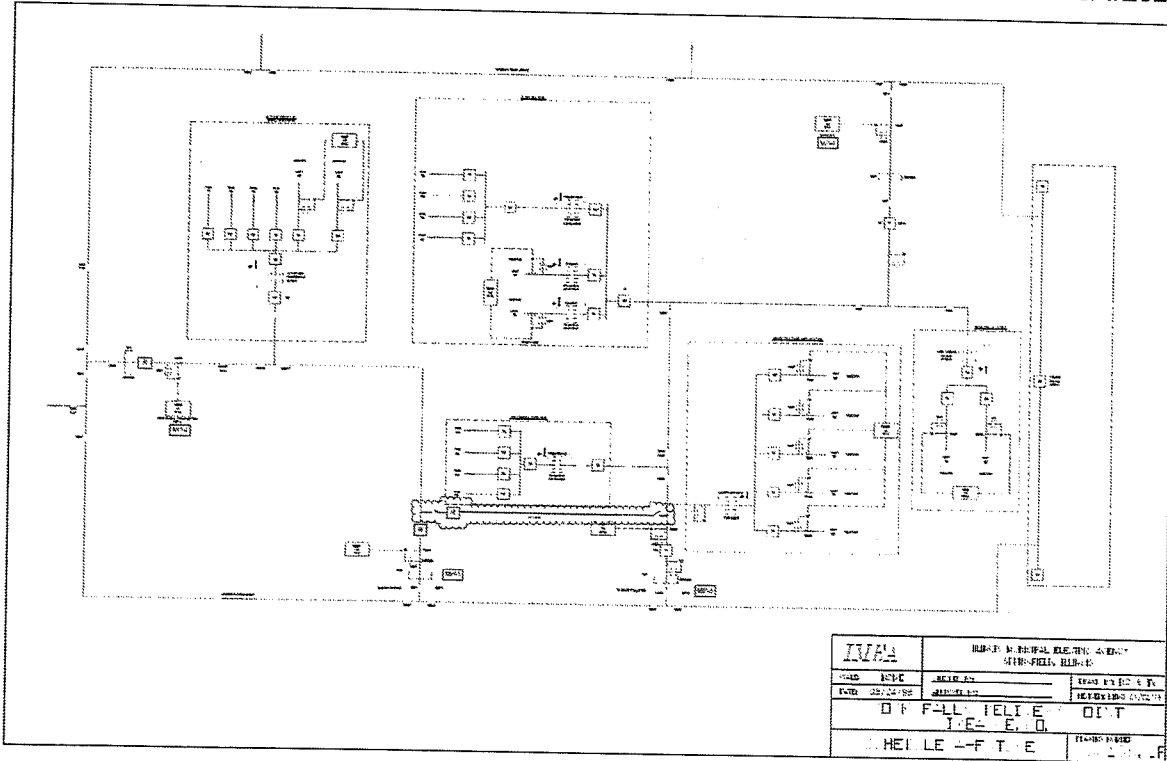


Figure 2 – Proposed Online Updates

INVA		ROCK FALL ELECTRIC COMPANY 5TH FLOOR, ROCK FALL, IL	
DATE	ISSUE	REVISION	DESCRIPTION
06/04/2024	01		ISSUE FOR REVIEW
OFFICE		FIELD	
ROCK FALL, ILLINOIS		ROCK FALL, ILLINOIS	
HELENE F. T. E.		T. F. E. D.	

B. DETAILED WORK DESCRIPTION

a. Protective Relay Design:

i. Meter Point #1:

1. SEL-651R Recloser control relay settings development and integration.
2. Create computer model for protection (or review and update client's model).
3. Design line relay protection and coordination.
4. Develop relay settings for relays (listed above). Provide the setting files, and coordination TCCs.
5. Develop points list for clients SCADA integrator.
6. Final settings may impact existing arc flash study results. BHMG is not required to update the arc flash study.

ii. Meter Point #3:

1. SEL-651R Recloser control relay settings development and integration.
2. Create computer model for protection (or review and update client's model).
3. Design line relay protection and coordination.
4. Develop relay settings for relays (listed above). Provide the setting files, and coordination TCCs.
5. Develop points list for clients SCADA integrator.
6. Final settings may impact existing arc flash study results. BHMG is not required to update the arc flash study.

iii. Source transfer programming system to automatically utilize the tie line between

Appendix A - Scope Document
City of Rock Falls, Illinois
Tie Line



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MP-3 and MP-1 to restore the electric system if power cannot be restored by closing the reclosers at MP-2 or MP-4. The plan is to incorporate logic in the SCADA system to automatically complete source transfer from one meter point to another. BHM will provide logic and support the City's SCADA integrator.

- iv. Testing and commissioning of all P&C work shall be performed by owner or owner selected contractor.
- v. New communications shall be designed to connect to the owners SCADA system.
- vi. RTU/SCADA points list shall be developed and shared with owners SCADA integrator.

b. Line Design:

i. Meter Point #1

- 1. Add (1) – 34.5kV overhead recloser with pole mounted SEL-651R control configured in an overhead riser configuration.
- 2. Add (1) – 34.5kV overhead riser structure and associated materials.

ii. Meter Point #3

- 1. Add (1) – 34.5kV overhead riser structure with gang actuated disconnect switch and other associated materials.

iii. Design of 34.5kV UG tie line

- 1. Detailed design of approximately ten (10) above ground 600amp junction boxes (with bollard protection) along portion of route where 6" conduit has already been installed.
- 2. Design of approximately 0.4 miles of 34.5kV UG to connect to line adjacent to MP #3 from existing line routing, including:
 - a. Preliminary route design
 - b. Conduit & conductor lengths
 - c. Junction box locations & detailed design (as listed above)

iv. UG cable calculations

- 1. Polywater's Pull-Planner software to be used for cable pulling calcs

v. Bill of Materials

- 1. Detailed list of all material items needed to construct line

vi. Detailed plan drawings for entire Tie Line connecting MP #1 and MP #3 showing the following:

- 1. Existing conduit location from MP #1 to the east:
 - a. Line route
 - b. Riser pole location & materials
 - c. Junction box locations & materials
 - d. Conductor lengths
- 2. New design route from existing conduit to MP #3:
 - a. Line route
 - b. Riser pole location & materials
 - c. Junction box locations & materials
 - d. Conduit types & lengths
 - e. Conductor lengths

Appendix A - Scope Document
City of Rock Falls, Illinois
Tie Line



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- c. Substation Physical and Civil Design:
 - i. n/a

- d. Project Management
 - i. Project status meetings.
 - ii. Lifecycle project schedule management.
 - iii. Overall project management.
 - iv. Plan room for public bidding.
 - v. Contract management for procurement and installation services.
 - vi. Construction admin for project.

C. MAJOR EQUIPMENT TO BE REMOVED

- i. n/a

D. CLIENT PROVIDED DRAWINGS AND INFORMATION

- a. Existing wire types and poles classes to be provided to BHMGM by owner for Line Design.

E. ROLES AND RESPONSIBILITIES

a. BHMGM Design Submittal Requirements:

- i. 50% Design (IFR)
- ii. Pre-IFB
- iii. Issued for Bids
- iv. Bill of Materials
- v. Schematic Diagrams - IFR
- vi. Pre-IFC
- vii. Relay Settings - IFR
- viii. Issued for Construction
- ix. As-builts

b. Rock Falls Group Responsibilities:

- i. All detailed engineering reviews to include but not limited to:
 - 1. One line diagram
 - 2. General arrangements
 - 3. Elevations
 - 4. Details
 - 5. Bill of Materials
 - 6. Design Calculations
 - 7. Outage and construction plans
- ii. Operations support during construction
- iii. Assist scheduling of outage and planning

c. BHMGM Engineers Responsibilities:

- i. Project Management
 - 1. Scope, schedule, cost management.
 - 2. Status meetings and coordination.
 - 3. Procurement and installation coordination support.

Appendix A - Scope Document
City of Rock Falls, Illinois
Tie Line



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- ii. P&C Engineering/Design
 - 1. Review Vendor Drawings only
- iii. Relay Setting Documentation and Deliverables
 - 1. Relay Settings .RDB Files – Populated with settings
 - 2. Relay Settings Excel Spreadsheet Files – Populated with overcurrent settings and test points
 - 3. Setting Calculation Files – Providing setting criteria, set point, TCC curves, etc.
 - 4. Relay Front-Panel Labels
- iv. Line Design
 - 1. Issued for Review (IFR) 30% Design
 - 2. Google Earth layout file (.kmz)
 - 3. Issued for Procurement (IFP) Long Lead Time BOM
 - 4. Issued for Review (IFR) 90% Design
 - 5. Engineering design package
 - 6. Plan Drawings
 - 7. Google Earth layout file (.kmz)
 - 8. Issued for Bid (IFB) Package
 - 9. Bid Specification
 - 10. Itemized Bid Units
 - 11. Bid level construction package
 - 12. Bill of Material
 - 13. Issued for Construction (IFC) Package
- v. Physical Design
 - 1. None.
- vi. Construction Support
 - 1. Construction support not included in base proposal. BHMGM is able to support construction on T&E basis.
- vii. Site Visits
 - 1. IFR site visit to include BHMGM survey of attachment heights
- viii. Client Project Status Meetings
- ix. Start-up Procedure Support
- x. Outage Sequence Planning Support

F. CLARIFYING COMMENTS & ASSUMPTIONS

- a. Will work with City's SCADA integrator to ensure all required data points are provided, but our scope does not include programming or modifying SCADA or SCADA communication network.
- b. Relay testing and commissioning services are not included in this scope of work.
- c. Change orders will be issued for any work in addition to the work outlined in this document.
- d. Project timeline delays may result in PCR.
- e. Existing wire types and pole classes to be provided to BHMGM.
- f. Design reviews consist of one (1) iteration of comments/updates. Comments to be provided by client within 1 week (or as noted.)
- g. BHMGM will place poles based on Google Earth/Google Maps imagery. Client is



Appendix A - Scope Document
 City of Rock Falls, Illinois
 Tie Line

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- responsible for identifying underground utilities in the area of the proposed pole locations and notifying BHMG prior to IFR.
- h. Existing structures & material are assumed to be adequate and will not be analyzed for strength, clearance, or the code requirements. Newly installed poles will be designed to have minimal impact on existing infrastructure.
- i. Rock Falls has survey and/or easements identified for the portion of line where conduit has not yet been installed, and BHMG will not support in easement acquisition. If desired, BHMG can support easement acquisition at an additional cost.

G. CRITICAL DATES – These are tentative dates and subject to change

- a. Issued for Bids (IFB): TBD
- b. Issued for Construction (IFC): TBD
- c. Construction Start: TBD
- d. Project Closeout: TBD

H. PROPOSED SCHEDULE

Task Name	Duration	Start	Finish
Project Kickoff	1 wk	7/15/2024	7/19/2024
Preliminary Design Submittal	8 wks	8/19/2024	10/11/2024
50% Submittal & Material	3 wks	10/14/2024	11/1/2024
RFQ for Material	2 wks	11/4/2024	11/15/2024
Issued for Bids for Labor	2 wks	12/30/2024	1/10/2025
Schematic Diagrams - IFR	4 wks	11/18/2024	12/13/2024
Interconnection Wiring	4 wks	12/16/2024	1/10/2025
Pre-IFC Submittal	2 wks	1/13/2025	1/24/2025
Relay Settings Submittal	5 wks	1/27/2025	2/28/2025
IFC	1 wk	3/3/2025	3/7/2025
Material Leadtimes	72 wks	11/18/2024	4/3/2026
Construction	6 wks	4/6/2026	5/15/2026
Product Test Plan	2 wks	3/10/2025	3/21/2025
Testing and Commissioning	2 wks	5/18/2026	5/29/2026
Project Closeout	2 wks	6/1/2026	6/12/2026

I. WORK ORDER

- a. TBD

J. PURCHASE ORDER

- a. TBD

Appendix A - Scope Document
City of Rock Falls, Illinois
Tie Line



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K. ROCK FALLS PROJECT TEAM

a. Project Management Contact Details:

- i. Primary Contact: Dick Simon – Electrical Director
 1. Tel: (815) 622-1145
 2. Email: dsimon@rockfalls61071.com
- ii. Secondary Contact: Larry Hanrahan – Electric Operations Manager
 1. Tel: (815) 716-0122
 2. Email: lhnanrahan@rockfalls61071.com
- iii. Any questions, comments or concerns related to Project Management should be addressed to the above-named individual

L. PROJECT TEAM

a. Project Management Contact Details:

- i. Jason Jackson – Consulting Department Manager
 1. Tel: (636) 333-3926
 2. Email: jjackson@bhmg.com
- ii. Any questions, comments or concerns related to Project Management should be addressed to the above-named individuals.

b. Substation Design and Protection Engineering Contact Details:

- i. Corey Jasper – Project Engineer
 1. Tel: (636) 333-3834
 2. Email: cjasper@bhmg.com
- ii. Any questions, comments or concerns related to Protective Relaying should be addressed to the above-named individuals.

c. Line Design Contact Details:

- i. Mike Thoele – Project Engineer
 1. Tel: (636) 333-3780
 2. Email: mthoele@bhmg.com
- ii. Any questions, comments or concerns related to Line Design should be addressed to the above-named individuals.

Agreement Number: 3097
Site Name: Hennepin Canal
Location Code: 50-2761-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20__, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR," and CITY OF ROCK FALLS, hereinafter referred to as "LICENSEE";

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described; and

WHEREAS, the premises is not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

NOW THEREFORE: For and in consideration of the mutual covenant and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR and LICENSEE agree to the following:

1. PREMISES DEFINED: Subject to all terms and condition of this Agreement, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Hennepin Canal, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

A part of the North Half (N ½) of the North Half (N ½) of Section 34, Township 21 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, Illinois, bounded and more fully described as follows:

Beginning at a point on the East line of the Northwest Quarter (NW ¼) of said Section 34, said point being 767.0 feet Southerly from the Northeast Corner thereof; thence on a line designated as Line "A" at a bearing of North 64 degrees 14 minutes West a distance of 225 feet, more or less, to the Westerly right of way line of the Illinois and Mississippi Canal (Hennepin Canal); thence Northeasterly along said Westerly right of way line to a point Northeasterly of and 50 feet perpendicularly distant from said Line "A"; thence Southeasterly parallel to said Line "A" a distance of 300 feet, more or less, to the Easterly right of way line of said Illinois and Mississippi Canal; thence Southwesterly along the Easterly right of way line of said Illinois and Mississippi Canal to a point on said Line "A" if extended Southeasterly; thence Northwesterly along said Line "A" extended Southeasterly, a distance of 75 feet, more or less, to the point of beginning comprising a strip of land 50 feet in width entirely across the right of way of the Illinois and Mississippi Canal.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of ten years, beginning on the 1st day of October, 2024, ("effective date") and ending on the 30th day of September, 2034, ("expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of One Hundred Ten Dollars (\$110.00) per year, payable five (5) days in advance of the anniversary date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

4 NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license

Premises, including, without limitation, any leases, licenses, easements, liens, ownership interests or encumbrances in existence as of the date of this grant, and upon the terms and conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises for the purpose of using it for maintenance and operation of one twelve-inch (12") watermain extension only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement and may result in termination pursuant to Section 16(B) herein.

6. RESTRICTIONS ON USE: LICENSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any

Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

7. COMPLIANCE WITH LAWS: It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. Licensee shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

8. PROHIBITION ON ENCUMBRANCE: LICENSEE shall not allow or permit or give authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LICENSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LICENSEE's activity, LICENSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Capital Planning to ensure compliance with applicable

statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LICENSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered "a net agreement." All operating costs will be paid by LICENSEE. LICENSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications,

signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

E. Requests for LICENSEE improvements within or for the benefit of the space(s) allocated to LICENSEE shall be submitted to IDNR for approval in a timely manner. Payment of LICENSEE improvements shall solely be paid for by the LICENSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LICENSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use.

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes,

assessments, and other governmental charges which may be levied or assessed upon the Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14. INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.

15. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents, guests and invitees.

16. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated

pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 23 herein.

17 RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances of the Premises caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

18 RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the License. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or

other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LICENSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LICENSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LICENSEE's account is not construed to constitute a novation or a release of LICENSEE from further performance of its obligations under this Agreement.

21. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:
Department of Natural Resources
Div. of Concession & Lease Management
One Natural Resources Way

LICENSEE:
City of Rock Falls
Attn: Michelle Conklin
603 W 10th Street

Springfield, IL 62702-1271
Telephone: 217/782-7940
DNR.LandUseAgreements@illinois.gov
Emergency Contact: Kyle Goetz
Location: Sheffield, IL
Telephone: 815/454-2328

Rock Falls, IL 61071-2854
Telephone: 815/622-1104
mconklin@rockfalls61071.com
Emergency Contact: Rock Falls Police Department
Location: Rock Falls, IL
Telephone: 815/622-1140

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.
25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

Agreement Number: 3097
Site Name: Hennepin Canal
Location Code: 50-2761-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of _____, 20__.

LICENSEE:

STATE OF ILLINOIS:

City of Rock Falls

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR

Title: Director

Date: _____

By: Pam Gray, Division Manager
Division of Concession and Leases

BY: _____

Title: _____

FEIN No.

Agreement Number: 3097
Site Name: Hennepin Canal
Location Code: 50-2761-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of City of Rock Falls,
(Lessee or Licensee -Company / Corporation / Municipality)

I certify that _____ is an authorized representative of
said
(Name of executive of official who will sign the Agreement)

organization and is legally empowered to act on its behalf in executing this Agreement.

Signed: _____
(Person affirming signature authority of above
official; must not be the same individual)

Title: _____

Date: _____

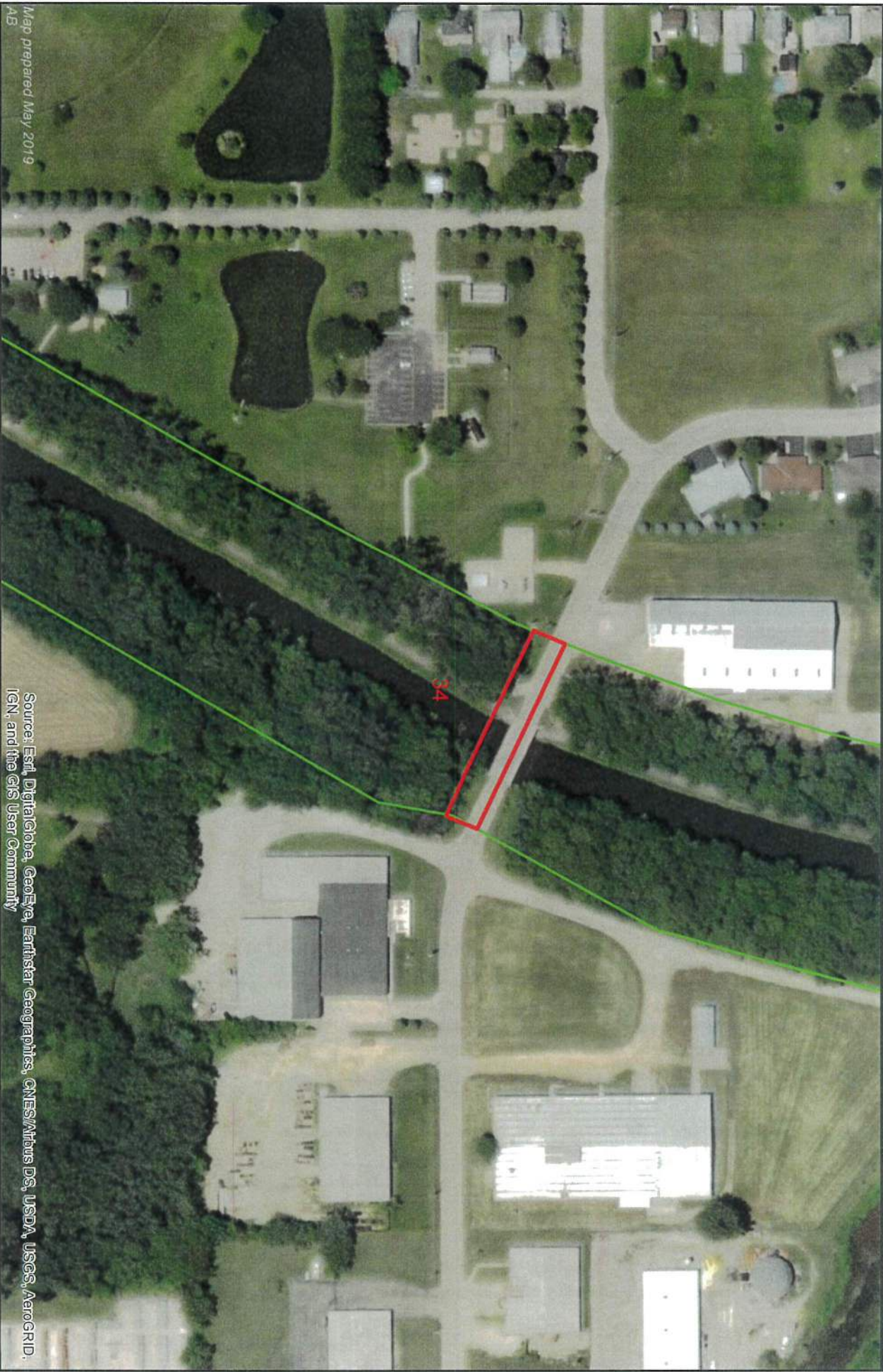
SITE: Hennepin Canal

LOCATION: Section 34

LOCATION CODE: 50-2671-1

T21N, R7E 4th PM Whiteside County

License No.
3097



Map prepared May 2019
AB

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Exhibit B



Map is a representation of the boundary and location, it is not a legal survey.

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Exhibit C

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE

A large, dark, handwritten scribble or signature that overlaps the signature and printed name lines on the right side of the document.

Agreement Number: 3094
Site Name: Hennepin Canal
Location Code: 50-2761-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20__, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR," and CITY OF ROCK FALLS, hereinafter referred to as "LICENSEE";

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described; and

WHEREAS, the premises is not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

NOW THEREFORE: For and in consideration of the mutual covenant and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR and LICENSEE agree to the following:

1. PREMISES DEFINED: Subject to all terms and condition of this Agreement, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Hennepin Canal, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

A strip of land 10 feet wide and 557 feet long located in the SE ¼ Section 27, Township 21 North, Range 7 East of the 4th Principal, Whiteside County, Illinois, being five feet

on either side of the following described centerline:
Commencing at a point on the westerly right of way line of the Illinois-Mississippi (Hennepin) Canal (and right of way line also being the west line of east half of said Section 27) which is 603.9 feet northerly of the southwest corner of the southeast quarter of said Section 27; thence south 51°58' east a distance of 93 feet; thence south 0°09' west a distance of 133 feet; thence south 57°21' east a distance of 331 feet to the easterly right of way line of the said Illinois-Mississippi (Hennepin) Canal, being the point of termination, and containing 0.12 acre, more or less.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of ten years, beginning on the 1st day of October 2024, (“Effective Date”) and ending on the 30th day of September, 2034, (“Expiration date”) unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of Two Hundred Forty-Two Dollars (\$242.00) per year, payable five (5) days in advance of the anniversary date of this Agreement. All payments shall be made by check payable to “Illinois Department of Natural Resources” and remitted to “Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271”. Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement and may result in termination pursuant to Section 16(B) herein.

4 NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license Premises, including, without limitation, any leases, licenses, easements, liens, ownership interests or encumbrances in existence as of the date of this grant, and upon the terms and conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises for the purpose of using it for operation and maintenance of on eight-inch (8”) cast iron force main

(sewer pipeline) for the transportation of sanitary waste only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement and may result in termination pursuant to Section 16(B) herein.

6. RESTRICTIONS ON USE: LICENSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community

Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

7. COMPLIANCE WITH LAWS: It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. Licensee shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

8. PROHIBITION ON ENCUMBRANCE: LICENSEE shall not allow or permit or give authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LICENSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LICENSEE's activity, LICENSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Capital Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LICENSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered "a net agreement." All operating costs will be paid by LICENSEE. LICENSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any

damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

E. Requests for LICENSEE improvements within or for the benefit of the space(s) allocated to LICENSEE shall be submitted to IDNR for approval in a timely manner. Payment of LICENSEE improvements shall solely be paid for by the LICENSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LICENSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use.

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request

of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14 INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.

15. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents, guests and invitees.

16. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of

LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 23 herein.

17 RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances of the Premises caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

18 RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the License. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LICENSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LICENSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LICENSEE's account is not construed to constitute a novation or a release of LICENSEE from further performance of its obligations under this Agreement.

21. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:
Department of Natural Resources
Div. of Concession & Lease Management
One Natural Resources Way
Springfield, IL 62702-1271
Telephone: 217/782-7940
DNR.LandUseAgreements@illinois.gov
Emergency Contact: Kyle Goetz
Location: Sheffield, IL

LICENSEE:
City of Rock Falls
Attn: Michelle Conklin
603 W 10th Street
Rock Falls, IL 61071-2854
Telephone: 815/622-1104
mconklin@rockfalls61071.com
Emergency Contact: Rock Falls Police Department
Location: Rock Falls, IL

Telephone: 815/454-2328

Telephone: 815/622-1140

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.
25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

Agreement Number: 3094
Site Name: Hennepin Canal
Location Code: 50-2761-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of _____, 20__.

LICENSEE:

STATE OF ILLINOIS:

City of Rock Falls

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR

Title: Director

Date: _____

By: Pam Gray, Division Manager
Division of Concession and Leases

BY: _____

Title: _____

FEIN No.

Agreement Number: 3094
Site Name: Hennepin Canal
Location Code: 50-2761-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of City of Rock Falls,
(Lessee or Licensee -Company / Corporation / Municipality)

I certify that _____ is an authorized representative of
said

(Name of executive of official who will sign the Agreement)

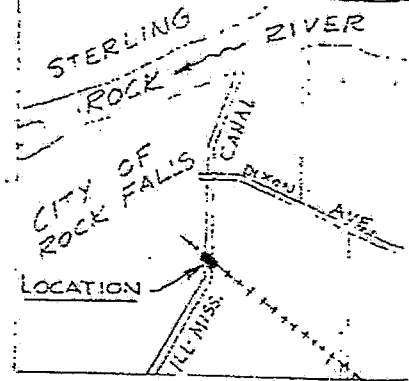
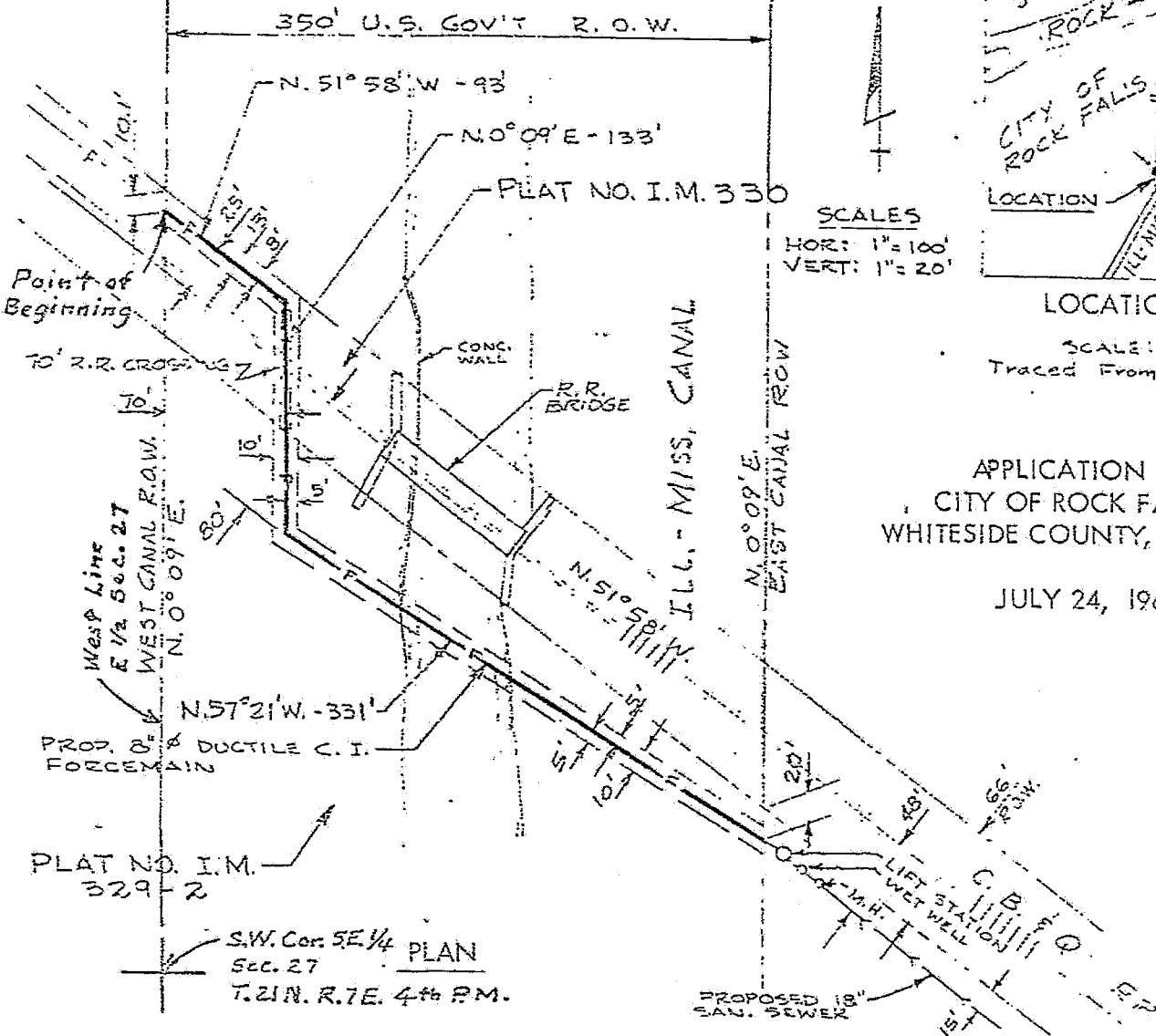
organization and is legally empowered to act on its behalf in executing this Agreement.

Signed: _____
(Person affirming signature authority of above
official; must not be the same individual)

Title: _____

Date: _____

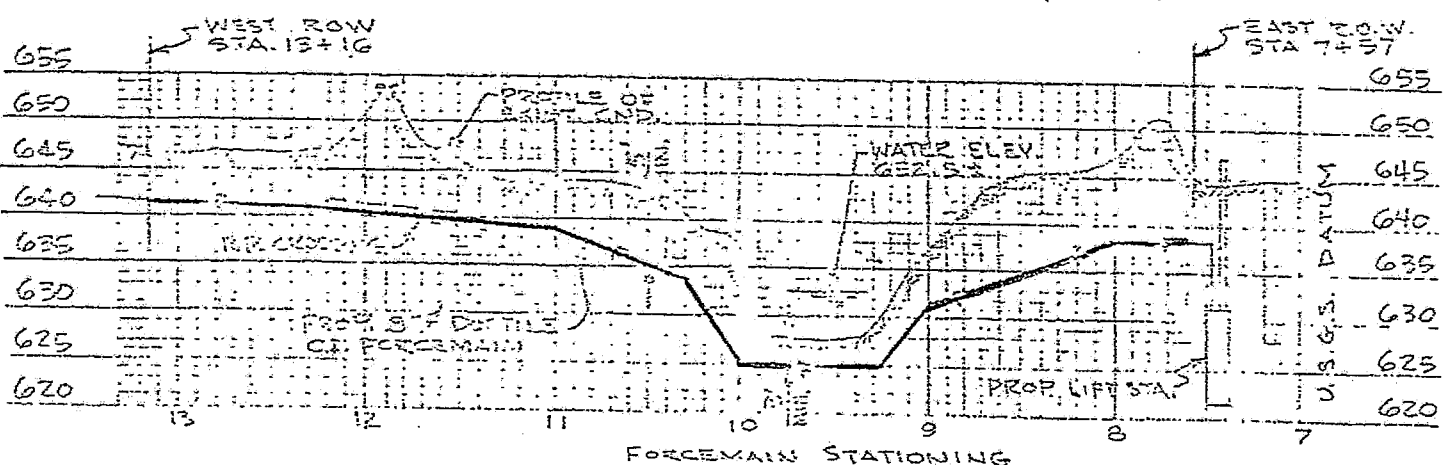
B.M. - TOP OF Bolt N.E. COR. RR BRIDGE. ELEV. 652.14 (U.S.G.S.)



LOCATION MAP
SCALE: 1" = 1 MILE
Traced From U.S.G.S. Map

APPLICATION BY
CITY OF ROCK FALLS
WHITESIDE COUNTY, ILLINOIS

JULY 24, 1964



SECTION

PROPOSED 8" FORCEMAIN
EXHIBIT 'B'

REVISED: UHW P.11-64

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Exhibit C

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE
