

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

November 4, 2025
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 Kersey President/CEO

Consent Agenda:

1. Approval of minutes from the October 21, 2025 City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinance for 1st Reading:

1. Ordinance 2025-2714 - Amending Certain Provisions of the Rock Falls Municipal Code Relating to Appointed Positions ☞
2. Ordinance 2025-2715 - Fiscal Year 2026 Tax Levy Ordinance ☞
3. Ordinance 2025-2716 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$5,300,000 General Obligation Bonds (Alternate Revenue Source), Series 2017 ☞
4. Ordinance 2025-2717 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$2,115,000 General Obligation Bonds (Alternate Revenue Source), Series 2016 ☞
5. Ordinance 2025-2718 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$9,200,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2018A ☞
6. Ordinance 2025-2719 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Waterworks System Alternate Revenue Source), Series 2018B ☞
7. Ordinance 2025-2720 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Sewerage System Alternate Revenue Source), Series 2018C ☞

Ordinance for 2nd Reading and Adoption:

1. Ordinance 2025-2713 – Approving Acquisition of Easement from River Bridge, LLC ☞

City Administrator Robbin Blackert:

1. Approve Agreement Number 3090 with the Illinois Department of Natural Resources for a storm sewer pipe and outlet structure on E 7th Street and Avenue E for ten years in the amount of \$2,530.00 ☞
2. Approve Agreement Number 3092 with the Illinois Department of Natural Resources for operation and maintenance of a water main and operation and maintenance of a sidewalk on Dixon Avenue for ten years in the amount of \$2,640.00 ☞

Information/Correspondence

Matt Cole, City Attorney

Corey Buck, City Engineer

Aldersperson Reports/Committee Chairman Requests

Ward 1

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

Aldersperson Gabriella McKanna – Finance/Insurance/Investment Committee Chairman/Utilities Committee

1. Recommendation from the Finance Insurance Investment Committee to approve the Utility Office Write-Offs for July 2025 through September 2025 ☞
2. Recommendation from the Utility Committee to waive bidding of materials and labor project for 1 set of fabricated replacement screw guards to be installed on influent screw lift
3. Recommendation from the Utility Committee to accept the quote from Sabel Mechanical LLC, W 3150 Co Rd H, Fond du Lac, WI 54937 for the materials and labor for 1 set of fabricated replacement screw guards to be installed on the influent screw lift in the amount of \$25,591.19 ☞

Ward 2

Aldersperson Vickey Byrd – Tourism Committee

Aldersperson Marshall Doane

Ward 3

Aldersperson Steve Dowd – Police Fire Committee Chairman

Aldersperson Nathan Stahr

Ward 4

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

1. Recommendation from the Ordinance License Personnel Safety Committee to approve the City Administrator Job Description ☞
2. Recommendation from the Ordinance License Personnel Safety Committee to approve the Assistant City Administrator Job Description ☞

Aldersperson Cathy Arduini

Mayor's Report:

Executive Session:

1. Enter into Executive Session for the purposes of:
 - a. Litigation – Section 2(c)(11) – Pending, probable or imminent litigation

Any Action taken from Executive Session

Adjournment

Next City Council Meeting – November 18, 2025, at 5:30 p.m.

Posted: October 31, 2025

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 October 21, 2025, in the Council Chambers by Mayor Rod Kleckler.

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

Audience request:

None

Community Affairs: Rock Falls Chamber of Commerce, Sam Kersey, President/CEO

None

Consent Agenda:

Consent Agenda items 1-5 were read aloud by City Clerk Pam Martinez.

1. Approval of minutes from the October 7, 2025, City Council Meeting
2. Approval of bills as presented.
3. Approve recommendation from Fire Chief Wolf to appoint Emily Simpson as a Paid-on Call Firefighter as of October 16, 2025.
4. Recommendation from Planning Zoning Commission to approve the Burger Subdivision Plat.
5. Refer Application for Variance for real estate located at 1113 9th Avenue, Rock Falls to the Planning Zoning Commission.

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

Vote 8 aye, motion carried.

Resolution:

1. Resolution 2025-939 – Resolution for Maintenance Under the Illinois Highway Code – Section Number 26-00000-00GM (Appropriating the sum of \$200,000.00 of Motor Fuel Tax Funds for the Purpose of Maintaining Streets and Highways).

A motion was made by Alderwoman McKanna to approve Resolution 2025-939 – Resolution for Maintenance Under the Illinois Highway Code – Section Number 26-00000-00-GM (Appropriating the sum of \$200,000.00 of Motor Fuel Tax Funds for the Purpose of Maintaining Streets and Highways) and second by Alderwoman Sobottka.

Vote 8 aye, motion carried.

Ordinance for 2nd Reading and Adoption:

1. Ordinance 2025-2711 – Ordinance Amending Chapter 18, Article VI – Parking - Fire Lanes

A motion was made by Alderwoman Sobottka to approve Ordinance 2025-2711 – Ordinance Amending Chapter 18, Article VI – Parking – Fire Lanes for second reading and adoption and second by Alderwoman Arduini.

Vote 8 aye, motion carried.

2. Ordinance 2025-2712 – Ordinance Amending Chapter 24, Article XIII Signs – Temporary Signs.

A motion was made by Alderwoman Sobottka to approve Ordinance 2025-2712 – Ordinance Amending Chapter 24, Article XIII Signs – Temporary Signs for second reading and adoption and second by Alderman Doane.

Vote 8 aye, motion carried.

City Administrator:

1. Intergovernmental Agreement between East Coloma – Nelson CESD No. 20 and the City of Rock Falls, Illinois Regarding Safe Routes to School Grant and Project.
A motion was made by Alderwoman Sobottka to approve the Intergovernmental Agreement between East Coloma – Nelson CESD No. 20 and the City of Rock Falls, Illinois Regarding Safe Routes to School Grant and Project and second by Alderwoman Arduini.

Vote 8 aye, motion carried.

City Attorney:

None

City Departments:

None

Alderman Reports / Committee Chairman Requests

A motion was made by Alderwoman McKanna to approve the Recommendation from the Finance Insurance Investment Committee to approve the Fire and Police Pension Funds Actuarial Valuations for the Year Ending April 30, 2025, and second by Alderman Wangelin.

Vote 8 aye, motion carried.

A motion was made by Alderwoman McKanna to approve the Recommendation from the Finance Insurance Investment Committee to approve the Fiscal Year 2025 Audit and second by Alderwoman Sobottka.

Vote 8 aye, motion carried.

Mayor's Report:

None.

Executive Session:

1. Enter into Executive Session for the purpose of:
 - a. Collective Bargaining – Section 2(c)(2) – Collective negotiating matters and deliberations concerning salary schedules
 - b. Litigation – Section 2(c)(11) – Pending, Probable or imminent litigationA motion was made by Alderwoman Arduini to move into Executive Session and second by Alderwoman Sobottka.

Vote via voice, all approved, motion carried.

Any Action taken from Executive Session:

A motion was made by Alderwoman McKanna to approve the Collective Bargaining – Section 2(c)(2) – IBEW Clerical Contract and second by Alderwoman Byrd.

Vote 8 aye, motion carried.

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

Vote via voice, all approved (6:26 p.m.)

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

603 W 10th Street

Rock Falls, Illinois

11/04/2025 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	\$3,216.07
General Fund	\$301,804.48
Industrial Development	\$11,140.83
Electric	\$420,821.65
Sewer	\$12,501.26
Water	\$22,148.38
Garbage	\$48,788.24
Customer Service Center	\$450.00
Community Policing	\$24.08
Customer Utility Deposits	\$6,558.54
	\$827,453.53

Alderman McKanna
Alderman Wangelin
Alderman Byrd
Alderman Stahr

DATE: 10/22/25
TIME: 11:19:05
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/16/2025
INVOICES IN BATCH 101625

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0000436	CURTIS CRUSE		50.00
T0000715	WILLIAM LILLY		50.00
T0000930	JUDY POWELL		50.00
T0001441	MARK ZINNEN		50.00
T0001515	NATHAN JACOBS		50.00
T0001605	JESTUN GATZ		50.00
T0001638	CHARLES JOSEPHSEN		50.00
T0001721	CLASSIC HOMES		50.00
T0001727	KING REAL ESTATE LLC		50.00
T0002194	MARIA CID		125.00
T0002206	CHARLES DAVIS		41.00
T0002241	DAWN GUTIERREZ		50.00
T0002457	DEAN SCARTINATO		91.00
T0002591	JODY YOUNG		116.00
T0002636	STEVE SCOTT		50.00
T0003054	SAUK VALLEY PROPERTIES		50.00
T0003061	JOHN DOWD		50.00
T0003180	JEFF JOHNSON JR		41.00
T0003236	GLEN THIELEN		82.00
T0003252	JEFF & KAREN NELSON		50.00
T0003511	ALLAN WOODEN		50.00
T0003805	JOSEPH LOPEZ JR		50.00
T0003831	ROBERT MILLER		50.00
T0003860	ALICIA OLALDE		50.00
T0003912	CATHERINE SKINNER		50.00
T0004224	MELISSA ZAMORA		50.00
T0004439	TIM MCCASLIN		50.00
T0004498	JOSEPH LEWIS		50.00
T0004501	STACY MERRILL		50.00
T0004507	WESS HENSON		50.00
T0004579	RICHARD HAAN		168.59
T0004862	BOB ALLMANDINGER		50.00
T0005176	MICHAEL MEIER	124.27	91.00
T0005529	ANN & TIMOTHY LUNDQUIST		50.00
T0005587	ROBERT & CHRISTY WHITT		50.00
T0005626	CHUCK POPEJOY		50.00
T0005655	RICHARD JONES		50.00
T0005878	GSN RENTAL PROPERTIES LLC		50.00
T0005917	GARY CORWELL		50.00
T0006045	TERRY MILLER	546.76	50.00
T0006046	ERICK & NICOLE FISCH	35.04	50.00
T0006064	HAROLD HARRISON		35.00
T0006065	RON HENSON		50.00
T0006066	NICOLE & TYSON HATTEN		50.00

INVOICES DUE ON/BEFORE 10/16/2025
INVOICES IN BATCH 101625

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0006067	FARRAJ WEDAD		50.00
T0006068	MIROSLAW GEBKA		50.00
T0006069	MIKE GARCIA		50.00
T0006070	JOSE A GARCIA		50.00
T0006072	BRENDA FULLINGTON		50.00
T0006073	MARK DURSCHMID		50.00
T0006074	DIXON CIDER LLC		50.00
T0006075	PHILLIP DEVERS		50.00
T0006076	JEAN & JANE DEGNER		50.00
T0006077	SERGIO CRUZ-CABRERA		50.00
T0006078	WELDY CRUZ		50.00
T0006079	CATHY COX		50.00
T0006080	TOM CLEMENTZ		50.00
T0006081	CHASE GOODEILL		100.00
T0006082	DANE GROSSNICKLE		25.00
T0006083	MICHAEL GUERRIERI		50.00
T0006109	WAYNE HENSON		50.00
T0006110	TROY HERNANDEZ		50.00
T0006111	LEON & TORI HILL		50.00
T0006112	DAVID HIPPEN		41.00
T0006113	BECKY HUNTER		50.00
T0006114	ESTHELA IBARRA		50.00
T0006115	MONICA KINMON		41.00
T0006116	KADY KNOX-ANDRZEJEWSKI		50.00
T0006117	KRISTAPS KOKIS		50.00
T0006118	JODI KUEPKER		50.00
T0006119	BRENDON LEBARRON		50.00
T0006120	THALIA LEDESMA-HERNANDEZ		50.00
T0006121	THOMAS LEHMAN		50.00
T0006122	LIVING MOMENTS LLC		50.00
T0006123	TONYA SMITH		100.00
T0006124	LMN PROPERTY MANAGEMENT		50.00
T0006125	M-RD RENTALS LLC		50.00
T0006126	FELIPE MARTINEZ		50.00
T0006127	MARY MATTHEWS		50.00
T0006128	ROBERT MCKANNA		50.00
T0006129	CHELSEY MCKEE		50.00
T0006130	ROBERT MEZO		50.00
T0006132	ZACHARY MOORMAN		44.95
T0006133	VENTURA MORALES		50.00
T0006134	ASHLEIGH MUMFORD		41.00
T0006135	MARK NARDINI		50.00
T0006136	RICHARD PINKOUS		50.00
T0006137	KEITH PORT		50.00

DATE: 10/22/25
TIME: 11:19:06
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 10/16/2025
INVOICES IN BATCH 101625

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0006138	NORMA PORTER		75.00
T0006139	JEREMY PRIBBLE		50.00
T0006140	ED PYREK		50.00
T0006141	ED & CHERYL REIN		50.00
T0006142	ROBBIE RILEY		50.00
T0006143	LEE & SUSAN ROGERS		50.00
T0006144	LAURIE SANDOVAL		50.00
T0006145	IRENE SANTOS		50.00
T0006146	MAXWELL SCHAEFER		50.00
T0006147	BRAD SCHEIDECKER		50.00
T0006148	EDWIN SCHMITT		50.00
T0006149	PENNY SCHRADER		150.00
T0006150	RODNEY SCHULTZ		50.00
T0006151	KATIE SCHUMAKER		50.00
T0006152	CHRISTY SCOTT		50.00
T0006153	SALOME SERRANO		50.00
T0006154	TERESA CHRISTIAN		50.00
T0006155	TEH RENTALS LLC		50.00
T0006156	RONALD & KAREN TIMBS		50.00
T0006157	TKS EQUITIES LLC		50.00
T0006158	ROBERT TURNER		50.00
T0006159	ERNIE VALLADARES		50.00
T0006160	JOSH WADE		50.00
T0006161	JOSHUA WAHL		50.00
T0006162	JOSHUA WALLINGFORD		50.00
T0006163	ROBERT WARREN		50.00
T0006164	EUGENE WEIGANT		50.00
T0006165	LANETTA WHITLOCK		50.00
T0006166	DWAYNE WILLIAMS		50.00
T0006167	LANCE WILLIAMSON		50.00
T0006168	RICHARD WOOD		50.00
T0006169	KATHY & LARRY WOOLSEY		50.00
T0006170	DANIEL YOUMAN		50.00
CUSTOMER UTILITY DEPOSITS			6,558.54
TOTAL ALL DEPARTMENTS			6,558.54

DATE: 10/23/25
TIME: 15:29:24
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/24/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5161	HUGHES MEDIA CORP	9,935.00	795.00
5175	FAMILY STONE MEMORIALS		630.00
5314	LINK MEDIA OUTDOOR	10,254.00	1,709.00
	TOURISM		3,134.00
GENERAL FUND			
04	BUILDING		
5311	SAMSARA NETWORKS INC	3,700.00	20.00
	BUILDING		20.00
05	CITY CLERK'S OFFICE		
1052	SAUK VALLEY MEDIA	7,789.30	1,030.79
	CITY CLERK'S OFFICE		1,030.79
06	POLICE		
350	GISI BROS INC	5,929.36	76.95
5208	KALEEL'S CLOTHING & PRINTING	4,824.00	618.00
662	RAY O'HERRON CO., INC.	8,542.41	202.02
807	SAUK VALLEY COMMUNITY COLLEGE	32,162.42	46.00
T0004231	ULTRA STROBE COMMUNICATIONS	420.00	2,070.00
	POLICE		3,012.97
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	4,550.00	850.00
	CODE HEARING DEPARTMENT		850.00
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	187,777.50	3,981.00
1224	AIRGAS USA LLC	943.38	256.18

INVOICES DUE ON/BEFORE 10/24/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	4,377.64	23.07
2301	STERLING NAPA	458.95	215.98
332	FYR-FYTER, INC.		123.95
34	ALTORFER INC.	26,159.91	9.60
4207	O'REILLY AUTOMOTIVE INC	2,637.34	206.08
4796	VERIZON WIRELESS	5,684.79	165.14
4938	MICHLIG ENERGY LTD	194,636.65	875.12
5311	SAMSARA NETWORKS INC	3,700.00	200.00
5394	OLIVIA GUTIERREZ	2,335.00	125.00
651	NICOR	14,890.99	180.40
852	S.J. SMITH CO INC	333.89	11.70
	STREET		6,373.22
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	187,777.50	8,429.20
4640	TERRACON CONSULTANTS	21,685.35	6,383.85
T0005536	SHARP CONCRETE INC		12,000.00
	PUBLIC PROPERTY		26,813.05
13	FIRE		
5032	COMCAST	274.34	48.00
T0000024	MILES TRUCK & TRAILER WORKS	45,466.13	2,910.39
	FIRE		2,958.39
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
219	CRESCENT ELECTRIC SUPPLY CO	795.76	28.05
5437	MIDWEST DISPOSAL	108,506.72	100.00
67	B & D SUPPLY CO.	626.48	281.21
	INDUSTRIAL DEVELOPMENT		409.26
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 10/24/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1527	RESCO	56,373.25	9,636.25
194	GRUMMERT'S HARDWARE - R.F.	4,377.64	105.26
2451	MENARDS	10,974.04	102.94
283	ANIXTER INC	272,628.34	3,318.00
4148	BHMG ENGINEERS	321,007.70	3,124.42
4207	O'REILLY AUTOMOTIVE INC	2,637.34	506.97
4215	POWER LINE SUPPLY	14,615.90	728.00
4730	FLETCHER-REINHARDT CO	22,743.75	2,592.38
4796	VERIZON WIRELESS	5,684.79	600.80
4995	CLOUDPOINT GEOSPATIAL INC	31,250.00	2,083.34
5071	MILLENNIUM		2,100.46
5299	GREAT WESTERN SUPPLY CO	218.40	170.44
5311	SAMSARA NETWORKS INC	3,700.00	280.00
5369	HELM ELECTRIC	99,789.75	1,059.00
5425	MERCURY GOVERNOR GROUP LLC	138,241.50	345,603.75
5441	INTREN LLC	127,451.09	7,711.20
	OPERATION & MAINTENANCE		379,723.21
SEWER FUND			
38	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	187,777.50	3,601.40
2379	JOE JOHNSON EQUIPMENT LLC	18,921.26	1,730.41
4995	CLOUDPOINT GEOSPATIAL INC	31,250.00	2,083.33
5311	SAMSARA NETWORKS INC	3,700.00	120.00
5325	LOU'S GLOVES INC		314.00
5437	MIDWEST DISPOSAL	108,506.72	3,392.30
651	NICOR	14,890.99	58.56
	OPERATION & MAINTENANCE		11,300.00
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	104,937.27	1,456.18
	WATER		1,456.18
48	OPERATION & MAINTENANCE		

DATE: 10/23/25
TIME: 15:29:24
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 10/24/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
1853	MOORE TIRES INC.	7,176.86	110.84
4207	O'REILLY AUTOMOTIVE INC	2,637.34	253.56
4361	FERGUSON WATERWORKS #2516	104,937.27	1,321.02
4796	VERIZON WIRELESS	5,684.79	38.01
4938	MICHLIG ENERGY LTD	194,636.65	902.46
4995	CLOUDPOINT GEOSPATIAL INC	31,250.00	2,083.33
4996	LAI, LTD	10,172.16	650.00
5171	FERGUSON ENTERPRISES LLC	7,994.99	182.40
5311	SAMSARA NETWORKS INC	3,700.00	120.00
774	ROCK RIVER READY MIX	2,807.49	167.62
	OPERATION & MAINTENANCE		5,829.24
GARBAGE FUND			
50	GARBAGE		
5437	MIDWEST DISPOSAL	108,506.72	48,788.24
	GARBAGE		48,788.24
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	24,070.00	450.00
	CUSTOMER SERVICE CENTER		450.00
	TOTAL ALL DEPARTMENTS		492,148.55

DATE: 10/30/25
TIME: 15:59:26
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/31/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	1,143.30	36.07
771	PINNEY PRINTING CO	6,332.01	46.00
	TOURISM		82.07
GENERAL FUND			
04	BUILDING		
1853	MOORE TIRES INC.	7,287.70	534.70
194	GRUMMERT'S HARDWARE - R.F.	4,505.97	6.87
	BUILDING		541.57
05	CITY CLERK'S OFFICE		
4310	PITNEY BOWES	2,024.75	2,024.75
	CITY CLERK'S OFFICE		2,024.75
06	POLICE		
2985	CAPITAL ONE	3,923.71	204.55
4508	LEXISNEXIS RISK DATA MGT LLC	1,000.50	200.00
4572	CHARLES SCHWAB & CO INC	537,687.00	249,058.08
5032	COMCAST	322.34	6.88
5061	JONATHAN CATER	264.16	85.57
5096	TREASURER, STATE OF ILLINOIS	40.00	10.00
5097	ILLINOIS STATE POLICE	240.00	60.00
5098	ILLINOIS OFFICE OF THE	240.00	60.00
5369	HELM ELECTRIC	100,848.75	240.00
T0002966	UNIVERSITY OF ILLINOIS		1,050.00
	POLICE		250,975.08
10	STREET		
1224	AIRGAS USA LLC	1,199.56	149.83
194	GRUMMERT'S HARDWARE - R.F.	4,505.97	27.97
2977	NELSON FIRE PROTECTION		380.00
4207	O'REILLY AUTOMOTIVE INC	3,603.95	33.98

DATE: 10/30/25
TIME: 15:59:26
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 10/31/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
4226	RYAN'S TREE SERVICE, INC.	4,790.00	2,125.00
4606	TOWER EQUIPMENT CORP	1,652.44	550.00
4938	MICHLIG ENERGY LTD	196,414.23	968.64
	STREET		4,235.42
12	PUBLIC PROPERTY		
T0005857	MOORE MONUMENT & GRANITE CO		200.00
T0006171	GROUND PENETRATING RADAR SYS		1,625.00
	PUBLIC PROPERTY		1,825.00
13	FIRE		
2985	CAPITAL ONE	3,923.71	209.14
4559	CHUCK'S COMPRESSORS INC	1,066.00	365.00
5435	CAMERON REUTER	1,343.67	367.10
T0006172	MOBILE COMMUNICATIONS AMERICA		203.00
	FIRE		1,144.24
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
219	CRESCENT ELECTRIC SUPPLY CO	823.81	181.30
67	B & D SUPPLY CO.	907.69	10,550.27
	INDUSTRIAL DEVELOPMENT		10,731.57
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	77,201.25	255.00
194	GRUMMERT'S HARDWARE - R.F.	4,505.97	3.86
283	ANIXTER INC	275,946.34	4,597.98
2985	CAPITAL ONE	3,923.71	359.98
31	ALTEC INDUSTRIES, INC.		1,776.10
5071	MILLENNIUM	2,100.46	323.53
5186	HODGE COMPANY		862.99

DATE: 10/30/25
TIME: 15:59:26
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 10/31/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5313	BRIDGEWELL RESOURCES LLC		19,359.00
5343	QP TESTING LLC	9,332.66	2,482.00
5369	HELM ELECTRIC	100,848.75	1,688.00
5408	UUS	2,212.20	9,390.00
	OPERATION & MAINTENANCE		41,098.44
SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	4,505.97	30.98
200	COM ED	1,143.30	191.68
2451	MENARDS	11,076.98	82.90
34	ALTORFER INC.	26,169.51	54.70
5345	TEST INC		91.00
T0006045	TERRY MILLER	596.76	750.00
	OPERATION & MAINTENANCE		1,201.26
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	107,714.47	7,736.76
	WATER		7,736.76
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,199.56	111.85
194	GRUMMERT'S HARDWARE - R.F.	4,505.97	87.12
2379	JOE JOHNSON EQUIPMENT LLC	20,651.67	362.05
2451	MENARDS	11,076.98	451.16
4207	O'REILLY AUTOMOTIVE INC	3,603.95	51.77
4361	FERGUSON WATERWORKS #2516	107,714.47	3,452.96
4707	KIMBALL MIDWEST	3,261.49	120.96
4938	MICHLIG ENERGY LTD	196,414.23	376.62
5151	LEE JENSEN SALES CO, INC.	1,215.00	57.00
5369	HELM ELECTRIC	100,848.75	230.00
5396	BEHRENS PLUMBING & MECHANICAL		941.71
5401	AIDAN KOBBERMAN		250.00
T0006021	QUAD CITIES WINWATER	5,466.08	633.00
	OPERATION & MAINTENANCE		7,126.20

DATE: 10/30/25
TIME: 15:59:26
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/31/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

COMMUNITY POLICING			
54	COMMUNITY POLICING		
2985	CAPITAL ONE	3,923.71	24.08
	COMMUNITY POLICING		24.08
TOTAL ALL DEPARTMENTS			328,746.44

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2714

**ORDINANCE AMENDING CERTAIN PROVISIONS
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO APPOINTED POSITIONS**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2025.

**ORDINANCE AMENDING CERTAIN PROVISIONS
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO APPOINTED POSITIONS**

WHEREAS, the Mayor and the City Council (collectively, the “Corporate Authorities”) deem it in the best interests of the City to amend certain provisions of the Rock Falls Municipal Code relating to the appointment of certain positions within the City, all as more specifically set forth herein.

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

SECTION 1: The Mayor and the City Council hereby find that the recitals above are true and correct and are incorporated herein by reference.

SECTION 2: Chapter 2, Article IV, Section 2-79(a) and (b) of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-79. – Committee membership.

- (a) The members of standing and special committees shall be appointed by the city council by a majority vote.
- (b) The chairperson of each committee shall be appointed by the city council by a majority vote.”

SECTION 3: Chapter 2, Article VII, Section 2-247 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-247. – Creation of business office.

There is hereby created a business office to be located within the municipal building. Said business office shall have, among its duties, accounts payable, accounts receivable, payroll, accounting duties and business licensing. There shall be a superintendent of the business office to be appointed by the city council by a majority vote. The business office shall also perform such other duties as may from time to time be assigned by the city administrator, mayor and city council.”

SECTION 4: Chapter 2, Article VII, Section 2-250 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-250. – Creation of tourism office.

There is hereby created a tourism office to be located within the municipal building. Said tourism office shall have, among its duties, creating and executing a marketing and promotion plan for the City of Rock Falls and will facilitate an active relationship with hotels, restaurants and attractions within Rock Falls. There shall be a tourism director to be appointed by the city council by a majority vote. The tourism office shall also perform such other duties as may from time to time be assigned by the city administrator, mayor, city council and tourism committee.”

SECTION 5: Chapter 2, Article VII, Section 2-251(a) of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-251. – Economic development office.

- (a) There is hereby created an economic development office, to be located within the municipal building. The economic development director shall oversee all economic development activities within the city and is appointed by the city council by a majority vote. The economic development director shall also perform such other duties as may from time to time be assigned by the city administrator, mayor or city council.”

SECTION 6: Chapter 2, Article VII, Section 2-271(a) of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-271. – Appointment, term of office, other terms and conditions of employment.

- (a) *Appointment; term of office.* The city administrator shall be appointed by the city council by a majority vote. The city administrator need not be a resident of the city.”

SECTION 7: Chapter 2, Article VII, Section 2-405 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-405. – Office created; appointment.

There is created the office of director of electrical utilities who shall be appointed by the city council by a majority vote.”

SECTION 8: Chapter 2, Article VIII, Section 2-469 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-469. – Created; membership; term.

There is created a plan commission for the city, which commission shall consist of the mayor and nine members appointed by the city council by a majority vote. The term of the members of the plan commission shall be for four years.”

SECTION 9: Chapter 2, Article VIII, Section 2-469 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-469. – Created; membership; term.

There is created a plan commission for the city, which commission shall consist of the mayor and nine members appointed by the city council by a majority vote. The term of the members of the plan commission shall be for four years.”

SECTION 10: Chapter 2, Article VIII, Section 2-496 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-496. – Appointment of chief of police and chief of fire services.

The chief of police and chief of fire services shall be appointed by the board of fire and police commissioners and shall not be appointed by the mayor.”

SECTION 11: Chapter 2, Article VIII, Section 2-517 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-517. – Composition; appointment of members.

The industrial development commission shall consist of seven voting members appointed by the city council by a majority vote. Members are not required to reside within the corporate limits of the city. Members appointed after the initial appointment shall be appointed from a list submitted by the commission to the city council.”

SECTION 12: Chapter 34, Article XVIII, Section 34-540 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 34-540. – Creation, membership and procedure.

- (a) A zoning board of appeals consisting of seven members shall be appointed by the city council by a majority vote. At least two such members shall be named from among the members of the city planning commission. The appointing authority may remove any member of the board for cause and after public hearing. Any reference within this chapter to the "plan commission" shall mean and refer to the zoning board of appeals, and hereafter the plan commission and zoning board of appeals shall be one and the same body for all purposes of this chapter.”

SECTION 13: Chapter 2, Article VI, Section 2-172 of the Rock Falls Municipal Code, as amended, is hereby amended and restated in its entirety to read as follows:

“Sec. 2-172. – Appointments; review and recommendation by the OLPS committee.

All appointed positions within the city shall be subject to the following procedures:

- (a) *Department Head and Appointed Officer Selection Process:* Prior to the appointment of any department head or appointed officer, the ordinance, license, personnel, safety committee ("OLPS Committee") shall:
1. Review all qualified candidates for the position;
 2. Conduct interviews or oversee the interview process for such candidates;
 3. Evaluate candidates based on qualifications, experience, and suitability for the position; and
 4. Submit a written recommendation to the mayor and city council regarding the appointment.
- (b) *Required Committee Recommendation:* No vote on the appointment of any department head or appointed officer may be taken by the city council until the OLPS Committee has submitted its written recommendation as required in subsection (a)(4) above.
- (c) *Timeline for Committee Review:* The OLPS Committee shall complete its review and submit its recommendation no later than sixty (60) days of being notified of the need to fill a position, unless extended by majority vote of the city council.
- (d) *Emergency Appointments:* In cases of emergency where immediate appointment is necessary for public health, safety, or welfare, the mayor may make temporary appointments for a period not to exceed sixty (60) days, provided that the OLPS Committee review process shall commence immediately and any permanent appointment shall still be subject to the requirements of this section.
- (e) *Committee Appointments:* Notwithstanding anything to the contrary, committee appointments and appointments to the plan commission, industrial development commission, and zoning board of appeals shall not be subject to the provisions set forth herein."

SECTION 14: Nothing contained herein shall be construed to invalidate or affect the validity of any appointments made prior to the effective date of this Ordinance. All persons appointed to positions within the city prior to the enactment of this Ordinance shall continue to serve in their respective positions in accordance with the terms of their original appointments, and such appointments shall remain valid and in full force and effect notwithstanding the procedural requirements established herein.

SECTION 15: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 16: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 17: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 18: This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2715

FISCAL YEAR 2026 TAX LEVY ORDINANCE

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS
THIS ____ DAY OF NOVEMBER, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ____ day of November, 2025.

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

SECTION I

That the following sums of money, or as much thereof as may be authorized by law, to defray expenses and liabilities of the City of Rock Falls, be and the same are hereby levied for the purposes specified against all taxable property in the City of Rock Falls for the Fiscal Year beginning May 1, 2025 and ending April 30, 2026.

	<u>Appropriated</u>	<u>Other Sources</u>	<u>Levied</u>
Administration:			
Elected Officials Salaries	73,800.00		
Mayor's Expenses	1,200.00		
Information Technology Expense	3,436.00		
Print Pub Ordinance/Notice	250.00		
Codification of Ordinances	9,000.00		
Policy Manual Compliance	5,500.00		
Dues/Sub/Publications	1,100.00		
Office Expense	4,870.00		
Meetings/Seminars/Schools	2,000.00		
Telephone Expense	200.00		
Legal & Prof. Expense	68,560.00		
Auditing Expense	50,000.00		
Bad Debt Expense	750.00		
Consultants Fee	15,000.00		
Property Acquisition	24,000.00		
ARPA	50,000.00		
Miscellaneous Expense	1,000.00		
RF Chamber Gen. Ofc Expense	6,000.00		
Union Drainage Tax	5,000.00		
Contingency	32,167.00		
Total Administration	<u>\$353,833.00</u>	<u>\$88,472.66</u>	<u>\$265,360.34</u>
City Administrator:			
Salary/Wages	116,113.00		
Vehicle Allowance	1,800.00		
IMRF	4,889.00		
Social Security	7,200.00		
Medicare	1,684.00		
Office Expense	1,000.00		
Information Technology Expense	1,016.00		
Meetings/Seminars/Conferences	500.00		
Telephone	1,450.00		
Insurance Expense Employee	24,000.00		
Miscellaneous Expense	500.00		
Contingency	16,015.00		
Total City Administrator	<u>\$176,167.00</u>	<u>\$176,167.00</u>	<u>\$0.00</u>
Planning/Zoning:			
Print/Publishing Ord/Notices	200.00		
Postage & Office Supplies	750.00		
Legal & Professional Expense	2,500.00		
Contingency	345.00		
Total Planning/Zoning	<u>\$3,795.00</u>	<u>\$3,795.00</u>	<u>\$0.00</u>

Building Department:

Salary/Wages	290,091.00		
Dues/Subscriptions/Publications	1,000.00		
Office Expense	8,500.00		
Public Awareness	400.00		
Overtime	300.00		
Meetings/Seminars/Schools	2,500.00		
Vehicle Gas & Oil	3,000.00		
Vehicle Maint. & Operation	1,500.00		
Telephone Expense	1,600.00		
Legal Expense	2,000.00		
Insurance Expense Employee	125,432.00		
Information Technology Expense	2,118.00		
Miscellaneous Expense	1,000.00		
Contingency	43,944.00		
Total Building Department	\$483,385.00	\$483,385.00	\$0.00

Business Office:

Salary/Wages	202,792.00		
Dues/Subscriptions/Publications	1,300.00		
Office Expense	21,098.00		
Information Technology Expense	1,818.00		
Meetings/Seminar/Conference	200.00		
Insurance Expense - Employee	65,898.00		
Miscellaneous Expense	300.00		
Contingency	29,341.00		
Total Business Office	\$322,747.00	\$322,747.00	\$0.00

Police Department:

Non-Sworn Wage	144,768.00
Overtime/Sworn	75,000.00
Overtime - Non-Sworn	500.00
Insurance Employee	409,511.00
457RA Contribution	6,285.00
K-9 Pay	2,400.00
Sworn Police Wages	1,918,683.00
Sev. Bonus Sick Pay	3,000.00
Education Pay	12,700.00
New Cars	68,063.00
Dues/Sub./Publ.	9,400.00
Postage/Office Supp.	7,910.00
New Equipment	13,000.00
R & M - Equipment	5,400.00
Contrib to Police Pens.	816,869.00
Commissioner's Expenses	10,300.00
R & M - Building	10,740.00
Rabies Control	12,000.00
Radio Expense	18,580.00
Telephone Expense	5,000.00
Service Contracts	78,041.00
Mtgs/Conf/Sem/Sch	15,400.00
Vehicle Gas & Oil	35,000.00
Veh Oper./Maint.	25,000.00
Firearms Training	13,000.00
Utilities	12,920.00
Heating Gas Expense	2,500.00
Legal & Prof. Exp.	5,000.00
Non Highway Vehicle Expense	500.00

LE Training & Standards Board Grant Expense	23,500.00		
Community Policing	2,000.00		
Sex Offender Registration Expense	2,000.00		
Printing	1,500.00		
Police Supplies	1,000.00		
Uniform Expense	20,800.00		
Janitor Supplies	1,000.00		
Police Investigation	4,500.00		
Towing	2,000.00		
Physicals	260.00		
Safety Expense	2,000.00		
Misc Exp.	500.00		
Dispatch Consolidation	152,500.00		
Information Technology	13,455.00		
Police Training Academy	17,000.00		
Contingency	398,149.00		
Total Police Department	<u><u>\$4,379,634.00</u></u>	<u><u>\$3,393,031.90</u></u>	<u><u>\$986,602.10</u></u>

Code Hearing Department:

New Equipment	1,500.00		
Office Supplies	1,500.00		
Monthly Software License	20,400.00		
Legal Expenses	500.00		
Professional Expenses	11,000.00		
Miscellaneous Expense	1,000.00		
Contingency	3,590.00		
Total Code Hearing Department	<u><u>\$39,490.00</u></u>	<u><u>\$39,490.00</u></u>	<u><u>\$0.00</u></u>

Street Department:

Overtime	20,000.00
Grounds Maintenance	60,000.00
Salaries	465,653.00
Insurance-Employee	144,595.00
Postage & Office Sup.	1,000.00
New Equipment	35,000.00
Equipment Rental	500.00
Repair & Maint Equip.	30,000.00
Snow Removal/Meals	500.00
Information Technology	1,605.00
Alarm Expense	2,629.00
Sign Material	8,000.00
Loan/Principal & Interest	93,722.00
Materials	1,000.00
Radio Expense	250.00
Bldg Maint. & Repair	10,000.00
Meetings/Seminars/Schools	1,500.00
Vehicle Gas & Oil	22,000.00
Veh. Operation & Maint.	26,000.00
Tree & Stump Removal	8,500.00
Paint & Painting Sup.	10,000.00
Utilites	9,910.00
Telephone Expense	4,000.00
Heating Gas Expense	13,000.00
Legal & Professional Exp	1,000.00
Sales tax project-Infrast.	2,051,497.00
Barricade Expense	1,000.00
Uniform Expense	2,850.00
Janitor Supplies	3,750.00
Small Tools	2000.00

Supplies	1250.00		
Physicals	100.00		
Safety Expense	3,500.00		
Miscellaneous Expense	3,000.00		
Contingency	303,931.00		
Total Steet Department	\$3,343,242.00	\$3,343,242.00	\$0.00

Public Property:

Heater & A/C Repairs	2,000.00		
Grounds Maintenance	1,000.00		
New Equipment	500.00		
Equipment Rental	400.00		
Repair & Maint. Equipment	1,000.00		
Public Address System & Supp.	20,000.00		
Bldg. Maint & Repairs	10,000.00		
Community Building - R & M	40,000.00		
Library - R & M	5,000.00		
City Parks - R & M	5,000.00		
Flower Pots	1,500.00		
Equipment Gas & Oil	100.00		
Utilities	56,650.00		
Fire Alarm Service Expense	1,000.00		
Heating Gas Expense	2,500.00		
Micro Industries Property	977,041.00		
Parish Alford Clean Up Expense	20,000.00		
Janitors Supplies	1,400.00		
Miscellaneous Expense	500.00		
Emerald Ash Borer Expense	6,000.00		
Contingency	115,159.00		
Total Public Property	\$1,266,750.00	\$1,266,750.00	\$0.00

Fire Department:

Fire Investigation	50.00
Overtime	120,000.00
Non Sworn Wages	10,000.00
Insurance-Employee	343,584.00
457 Plan Contribution	7,346.00
Paid on Call Firemen	10,000.00
Holiday/Vacation Pay	48,122.00
Sworn Fire Salaries/Wages	1,102,255.00
Severance/Bonus Sick Pay	1,200.00
Fire Pension	373,337.00
New Cars	17,118.00
Dues/Subscription/Pubs	23,500.00
Postage & Office Supplies	8,550.00
New Equipment	36,740.00
R & M Equipment	20,000.00
ESDA R & M Equipment	530.00
Commissioner's Expenses	7,400.00
Fire Truck/Principal	74,391.00
Radio Expense	72,500.00
Telephone Expense	6,000.00
R & M Building	45,250.00
Meetings/Seminars/Schools	25,000.00
Interest Expense	8,203.00
Vehicle Gas & Oil	16,000.00
Vehicle Operation & Maint.	25,000.00
Utilities	15,050.00
Heating Gas	8,000.00

Legal & Professional Exp	5,500.00		
Uniform Expense	8,000.00		
Janitors Supplies	2,000.00		
Fire Supplies & Chemicals	3,600.00		
Physicals	500.00		
Safety Expense	12,500.00		
Micellaneous Expense	3,000.00		
Information Technology	5,718.00		
Training Materials	15,000.00		
Public Education Materials	1,500.00		
Consolidated Dispatch	152,500.00		
Contingency	263,494.00		
Total Fire Department	\$2,898,438.00	\$2,351,557.58	\$546,880.42
Social Security/Medicare/IMRF:			
Social Security	82,089.00		
Medicare	64,017.00		
IL Municipal Retirement	52,213.00		
Contingency	19,832.00		
TOTAL	\$218,151.00	\$88,447.00	\$129,704.00
Workers Comp/General Liability			
Insurance/ Deductible - General	243,202.00		
Contingency	24,320.00		
TOTAL	\$267,522.00	\$72,068.00	\$195,454.00
TOTALS	\$13,753,154.00	\$11,629,153.14	\$2,124,000.86

That the following is a statement in detail of the purposes for which this levy is made where such purposes are not to be included in the General Levy Limits, but are additional hereto pursuant to Statute as indicated.

Corporate Fund

There is hereby levied for corporate purposes the sum of **\$265,360.34** but not to exceed \$.25 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/8-3-1 of the Illinois Compiled Statutes.

Police Pension

There is hereby levied for the purpose of paying the City's share of Police Pension the sum of **\$906,994.00** in accordance with Chapter 40 ILCS 5/3-125 of the Illinois Compiled Statutes.

Fire Pension

There is hereby levied for the purpose of paying the City's share of Firemen's Pension the sum of **\$410,000.00** in accordance with Chapter 40 ILCS 5/4-118 of the Illinois Compiled Statutes.

Illinois Municipal Retirement Fund

There is hereby levied for the purpose of paying the City's share of Illinois Municipal Retirement the sum of **\$14,562.00** in accordance with Chapter 40 ILCS 5/7-171 of the Illinois Compiled Statutes.

Police Protection

There is hereby levied a Police Protection Tax for the sum of **\$79,608.10** but not to exceed \$.075 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/11-1-3 of the Illinois Compiled Statutes.

Fire Protection

There is hereby levied a Fire Protection Tax for the sum of **\$79,608.10** but not to exceed \$.075 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/11-7-1 of the Illinois Compiled Statutes.

Lease Purchase

There is hereby levied for the purpose of paying the annual installment on the Fire Apparatus Lease in the amount of **\$57,272.32** in accordance with Chapter 65 ILCS 5/11-76.1-2 of the Illinois Compiled Statutes.

Social Security

There is hereby levied for the purpose of paying City's share of Social Security and Medicare Tax the sum of **\$115,142.00** in accordance with Chapter 40 ILCS 5/21-110 of the Illinois Compiled Statutes.

Tort Fund

There is hereby levied for the purpose of paying liability and property damage insurance the sum of **\$61,587.00** in accordance with Chapter 745 ILCS 10/9-107 of the Illinois Compiled Statutes.

Worker's Compensation

There is hereby levied for the purpose of paying Worker's Compensation Insurance the sum of **\$133,867.00** in accordance with Chapter 745 ILCS 10/9-107 of the Illinois Compiled Statutes.

SUMMARY OF TAXES LEVIED

General Corporate	\$265,360.34
Police Pension	\$906,994.00
Fire Pension	\$410,000.00
Illinois Municipal Retirement Fund	\$14,562.00
Police Protection Tax	\$79,608.10
Fire Protection Tax	\$79,608.10
Fire Prot/Rescue/Emerg	\$57,272.32
Social Security/Medicare	\$115,142.00
Tort Fund	\$61,587.00
Worker's Compensation	\$133,867.00
	\$2,124,000.86

SECTION III

The City Clerk of Rock Falls, Illinois is hereby directed forthwith to file a certified copy of this ordinance with the County Clerk.

SECTION IV

This ordinance shall be in full force and effect after its passage and approval and shall be published in pamphlet form according to law.

Section 1. All prior ordinances in conflict herewith are hereby repealed.

Section 2. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 3. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this _____ day of November, 2025.

Rod Kleckler, Mayor

ATTEST:

Pamela Martinez, City Clerk

Fiscal Year	2025		FY 2026		% change
Year Levy	Tax Year 2024-Paid in 2025				
EAV Value est/actu	\$97,681,022.00		\$106,144,137.00		\$8,463,115.00
Notes	Requested	Certified	Total Extension	Requested	8.66%
Corporate	0.2500	0.2493	\$243,464.14	\$265,360.34	8.97%
IMRF	0.0150	0.0150	\$14,562.00	\$14,562.00	-0.62%
Fire Protection	0.0750	0.0748	\$73,039.24	\$79,608.10	8.95%
Police Pension	0.3833	0.3822	\$373,319.00	\$410,000.00	9.82%
Police Protection	0.0750	0.0748	\$73,039.24	\$79,608.10	8.95%
Police Pension	0.8388	0.8363	\$816,869.00	\$906,994.00	11.03%
Audit	0.0411	0.0410	\$40,000.00	\$0.00	-100.00%
Tort	0.0879	0.0877	\$85,587.00	\$61,587.00	-28.11%
Social Security/Medi	0.1182	0.1179	\$115,142.00	\$115,142.00	-0.02%
Worker's Comp	0.1375	0.1371	\$133,867.00	\$133,867.00	-0.04%
Subtotal	2.0218	2.0161	\$1,968,888.62	\$2,066,728.55	4.94%
Maximum Extension due to	Certified		2.0749	\$2,026,685.84	-99.96%
Bonds and Interest	0.0000	0.0000	\$0.00	\$0.00	0.00%
Lease Purchase	0.0588	0.0587	\$57,272.32	\$57,272.32	
Total	2.0806	2.0748	\$2,026,160.94	\$2,124,000.87	4.94%
Total Extension	104.94%		Sub-total A	-3.42%	Rate Change 4.94%

4.94%
Per \$1000. of AV
\$20.01

at last year's rate
Per \$1000. of AV
\$20.75

DECREASE This number only reflects
\$27,767 Assessed
\$ (0.74) the per \$1000 of Assessed Value rate
Based on \$83,300
Fair Market Value decrease from last year's per \$1000 rate

	Levied	Actuarial
Police Pension	\$906,994.00	\$ 906,994.00
Fire Pension	\$410,000.00	\$ 410,000.00

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2716

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$5,300,000 GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCES), SERIES 2017**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF NOVEMBER, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ____ day of November, 2025.

ORDINANCE NO. 2025-2716

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$5,300,000 GENERAL OBLIGATION BONDS
(Alternate Revenue Sources), SERIES 2017
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council ("Council") of the City of Rock Falls, Whiteside County, Illinois, ("issuer") by Ordinance adopted on the 4th day of April, 2017, said Ordinance being adopted as Ordinance No. 2017-2301 which did provide for the issue of an amount not to exceed \$5,300,000 General Obligation Alternate Bonds (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2025 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2025 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$344,778.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this _____ day of November, 2025.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2717

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$2,115,000 GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2016**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF NOVEMBER, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ____ day of November, 2025.

ORDINANCE NO. 2025-2717

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$2,115,000 GENERAL OBLIGATION BONDS
(Alternate Revenue Sources), SERIES 2016
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 16th day of August, 2016, said Ordinance being adopted as Ordinance No. 2016-2278 which did provide for the issue of an amount not to exceed \$2,115,000 General Obligation Alternate Bonds (Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2025 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2025 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$146,000.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this _____ day of November, 2025.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2718

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$9,200,000 GENERAL OBLIGATION BONDS
(ELECTRIC SYSTEM ALTERNATE REVENUE SOURCE), SERIES 2018A**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF NOVEMBER, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ____ day of November, 2025.

ORDINANCE NO. 2025-2718

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$9,200,000 GENERAL OBLIGATION BONDS
(Electric System Alternate Revenue Source), SERIES 2018A
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2381 which did provide for the issue of an amount not to exceed \$9,200,000 General Obligation Bonds (Electric System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2025 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2025 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$518,100.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this _____ day of November, 2025.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2719

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$1,200,000 GENERAL OBLIGATION BONDS
(WATERWORKS SYSTEM ALTERNATE REVENUE SOURCE), SERIES 2018b**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF NOVEMBER, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ____ day of November, 2025.

ORDINANCE NO. 2025-2719

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$1,200,000 GENERAL OBLIGATION BONDS
(Waterworks System Alternate Revenue Source), SERIES 2018B
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2379 which did provide for the issue of an amount not to exceed \$1,200,000 General Obligation Bonds (Waterworks System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2025 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2025 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$87,900.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this _____ day of November, 2025.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2720

**ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$1,200,000 GENERAL OBLIGATION BONDS
(SEWERAGE SYSTEM ALTERNATE REVENUE SOURCE), SERIES 2018C**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF NOVEMBER, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this ____ day of November, 2025.

ORDINANCE NO. 2025-2720

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2025 TO PAY DEBT SERVICE ON
\$1,200,000 GENERAL OBLIGATION BONDS
(Sewerage System Alternate Revenue Source), SERIES 2018C
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2380 which did provide for the issue of an amount not to exceed \$1,200,000 General Obligation Bonds (Sewerage System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2025 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2025 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$109,500.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption. This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this _____ day of November, 2025.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2713

**ORDINANCE APPROVING ACQUISITION OF
EASEMENT FROM RIVER BRIDGE, LLC**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2025.

ORDINANCE NO. 2025-2713

**ORDINANCE APPROVING ACQUISITION OF
EASEMENT FROM RIVER BRIDGE, LLC**

WHEREAS, River Bridge, LLC, an Illinois limited liability company (“River Bridge”) is the owner of certain real estate located in the City of Rock Falls, Whiteside County, Illinois 61071, being commonly described as known as 2510 Locust Street, Rock Falls, IL 61071 (the “River Bridge Property”); and

WHEREAS, in connection with the construction and maintenance of a multi-use recreational pathway and related structures and utilities ancillary thereto (the “Pathway”), the City of Rock Falls (the “City”) desires to obtain certain easements for the construction and maintenance of the Pathway across a portion of the River Bridge Property, in the form set forth on Exhibit A, attached hereto (the “Easement”); and

WHEREAS, River Bridge is willing to grant the Easement to City upon the terms and conditions set forth in the Easement and this Ordinance; and

WHEREAS, the Mayor and the City Council (collectively, the “Corporate Authorities”) deem it in the best interests of the City to approve and acquire the Easement, all upon the respective terms and conditions contained herein.

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

SECTION 1: The Mayor and the City Council hereby find that the recitals above are true and correct and are incorporated herein by reference.

SECTION 2: The Easement is hereby approved. The Mayor and City Clerk are hereby authorized and directed to execute the Easement on behalf of the City and submit the same for recording to the Whiteside County Recorder’s Office.

SECTION 3: As consideration for the Easement, the City agrees to pay to River Bridge the total sum of \$14,275.90 within thirty (30) days from the date of this Ordinance.

SECTION 4: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

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

SECTION 6: The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this Ordinance, and a

first reading preliminary to adoption hereof is hereby waived, and this Ordinance shall become effective upon its passage.

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

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

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

(attach easement)

EASEMENT FOR MULTI-USE
RECREATIONAL PATHWAY

Pt of PIN: 11-28-252-011

Exempt under provisions of Paragraph
(b), § 3145, Real Estate Transfer
Tax Law.

Date Buyer, Seller or Representative

This Easement for Multi-Use Recreational Pathway (this "Easement") is entered into as of _____, 2025, by and between RIVER BRIDGE, LLC, an Illinois limited liability company ("Owner") and the CITY OF ROCK FALLS, an Illinois municipal corporation ("City"). Owner and City are each sometimes referred to herein as a "Party" or collectively, the "Parties".

WHEREAS, Owner is the owner of certain real property located in Whiteside County, Illinois, being more particularly described on Exhibit A, attached hereto and incorporated herein ("Owner Property"); and

WHEREAS, Owner is willing to grant to City a non-exclusive, permanent easement and right of way for the purpose of constructing, replacing, maintaining and operating a public multi-use recreational pathway (the "Pathway"), including but not limited to seating, planters and lighting, and associated underground and aboveground utility facilities customary and related thereto (all of the foregoing, the "Permitted Uses") over, upon, across and under a portion of the Owner Property, said easement being more particularly described on Exhibit B, attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, the Parties desire to grant, accept, and memorialize said Easement Area for the Permitted Uses, upon the terms set forth in this Easement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The recitals contained in the preambles to this Easement are true and correct and are hereby incorporated in this Section 1 as if fully set forth herein.

2. **Grant of Permanent Easement.** Owner hereby grants to City and its employees, agents, contractors and invitees a non-exclusive, perpetual and irrevocable easement and right of way for the Permitted Uses within the Easement Area. In connection therewith, Owner consents to the entry by said employees, agents and contractors of City for and incidental to the construction,

operation, use, maintenance, repair, and reconstruction of the Easement Area and entry by the general public for use of the Pathway, but reserves the right to make such use of the land included in the Easement Area which will not disturb or interfere with such Pathway or prevent ingress or egress thereto for the purpose of construction, operation, use, maintenance, repair, or reconstruction thereof.

3. **Temporary Construction Easement; Limitations on Use of Easement.** In addition to the permanent Easement Area, Owner hereby grants to City a temporary, non-exclusive easement for construction purposes over the area described in Exhibit C attached hereto and incorporated herein (the "Temporary Construction Easement Area"). The Temporary Construction Easement Area may be used by City and its employees, agents and contractors for:

- (a) staging, storage, and stockpiling of construction materials, equipment, and supplies;
- (b) parking and operation of construction vehicles and equipment;
- (c) ingress and egress for construction vehicles and personnel; and
- (d) such other activities as are reasonably necessary for the construction of the Pathway and related improvements.

The temporary construction easement shall commence upon execution of this Easement and shall terminate upon the earlier of: (i) completion of construction of the Pathway and related improvements as evidenced by City's written notice to Owner, or (ii) twenty-four (24) months from the date of this Easement, unless extended by mutual written agreement of the Parties. Upon termination of the temporary construction easement, City shall, at its sole expense, remove all construction materials, equipment, and temporary structures from the Temporary Construction Easement Area and restore the area to substantially the same condition as existed prior to commencement of construction activities, reasonable wear and tear excepted.

Notwithstanding the foregoing, no construction vehicles shall be parked or operated on the Owner Property or any building materials stored on the Owner Property, except within the Easement Area, Temporary Construction Easement Area, or any other areas specifically designated for such purposes by the Owner. No right of use or access to Owner's buildings on the Owner Property is granted under this Easement. City acknowledges and agrees that City is solely responsible for all security for equipment, materials and personnel on the Owner Property pursuant to this Easement.

4. **Installation of Bollards.** In connection with the grant of Easement hereunder, the City agrees to situate, install and maintain bollards upon the Owner Property sufficient to prevent vehicular traffic from entering upon or traversing across the Easement Area from the adjacent public right-of-way known as 1st Avenue.

5. **Restoration; Condition of Premises.** During construction of the Pathway, lighting and other improvements ancillary thereto, City shall exercise reasonable efforts to minimize any

damage or interference to the Owner Property, which obligations shall also apply to all City future maintenance. Except for trees or landscaping within the Easement Area and the area where the Pathway and other improvements are constructed and installed, the City shall replace, at its sole expense, in substantially the same condition as at the time of disturbance or damage, the surface or subsurface of the soil that the City disturbs or damages in the construction, operation, use, maintenance, repair, or reconstruction of the Easement Area.

6. **Indemnification.** City shall indemnify and hold Owner harmless from any and all claims, damages, liabilities, losses, judgments, injuries, death, damage to property, penalties, fines, costs and expenses, including, without limitation court costs and reasonable attorneys' fees, incurred by Owner arising from City's violation of any terms and conditions set forth herein or arising from the use of the Easement Area by City, its agents and employees, and the general public. City shall not be responsible any claims arising from Owner's negligence or willful misconduct or the negligence or willful misconduct of Owner's agents and employees.

7. **Structures; Vegetation.** Owner agrees that no structures or vegetation such as trees or shrubbery will be erected or planted within the Easement Areas. Trees, bushes, branches and roots may be trimmed or removed by City as reasonably necessary for the construction, maintenance, repair and use of the Easement Area and the Permitted Uses.

8. **Easement to Run with the Land.** This Easement shall run with the land and shall be binding on and shall inure to the benefit of the Parties to this Agreement and their respective successors and assigns.

9. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. **Entire Agreement.** This Easement constitutes the entire agreement between the Parties and shall supersede all other agreements, whether written or oral, respecting the subject matter of this Easement. No addition or modification of any term or provision of this Easement shall be effective unless set forth in writing and signed by an authorized representative of the Parties.

11. **Attorneys' Fees.** If an action or lawsuit is commenced to enforce the terms of this Easement, the prevailing Party shall be entitled to all costs and expenses incurred in bringing or defending the action or lawsuit including, but not limited to, reasonable attorneys' fees.

12. **Counterparts.** This Easement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Recording.** A copy of this Easement shall be recorded in the office of the Whiteside County Recorder of Deeds.

(signature of the parties to appear on the following page(s))

RIVER BRIDGE, LLC
an Illinois limited liability company

By: _____
Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2025, by _____, as _____ of River Bridge, LLC, an Illinois limited liability company.

Notary Public

[SIGNATURE PAGE TO EASEMENT FOR MULTI-USE RECREATIONAL PATHWAY]

CITY OF ROCK FALLS,
an Illinois Municipal Corporation

By: _____
Rodney Kleckler, Mayor

ATTEST:

Pam Martinez, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2025, by Rodney Kleckler, in his capacity as Mayor, and Pam Martinez, in her capacity as City Clerk of the CITY OF ROCK FALLS, an Illinois Municipal Corporation.

Notary Public

Prepared by and Return to:

Matthew D. Cole
Ward, Murray, Pace & Johnson, P.C.
226 W. River Street | P.O. Box 404
Dixon, IL 61021

Exhibit A

(Owner Property)

All that part of the Northeast Fractional Quarter South of Rock River of Section 28, Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois, bounded on the South by a line 15 feet North of the centerline of First Street in the City of Rock Falls; on the West by a line 30 feet East of the West line of First Avenue in said City of Rock Falls extended North; on the North by the centerline of Rock River and on the East by the West line of the right of way for a bridge conveyed by Augustus P. Smith to City of Sterling by deed dated October 1, 1877 and recorded in the Recorder's Office of Whiteside County, Illinois, in Book 77, page 607, (said property in Book 77, page 607 being described as follows: A strip of land 50 feet in width extending in a straight line Northerly from the South line of River Street, in the said Village of Rock Falls to the middle of Rock River the centerline of said strip being the prolongation Southerly of the centerline of Mulberry Street in the City of Sterling)

EXCEPTING THEREFROM that part thereof taken by the state of Illinois, Department of Transportation under Final Judgment Order entered August 27, 1982 in Case No. 80 ED 118 on the following described property:

Commencing at the Northeasterly corner of Lot 1 in Block 2 of the City of Rock Falls; thence Northerly on the Northerly extension of the Westerly line of said First Avenue of said City of Rock Falls, a distance of 60.0 feet to a point; thence Easterly on a line Northerly of and 15.0 feet perpendicularly distant from the centerline of First Street in Rock Falls, a distance of 30.0 feet to the Southwest Corner of the before mentioned property, said corner being the Point of Beginning of the hereinafter described parcel of land; thence continuing Easterly on the last described course, a distance of 99.16 feet to a point in said West line of the Right-of-Way as conveyed by Augustus P. Smith; thence Northerly on said West line, a distance of 632.12 feet to the threads of Rock River; thence Westerly at right angles to the last described course, (along the thread of Rock River), a distance of 22.43 feet to a point; thence Southerly at right angles to the last described course, a distance of 562.26 feet to a point; thence Southerly on a line having an angle of $182^{\circ} 54' 24''$ as measured clockwise from the last described course, a distance of 50.79 feet to a point; thence Southwesterly on a line having an angle of $206^{\circ} 57' 49''$ as measured clockwise from the last described course, a distance of 21.21 feet to a point; thence Southwesterly on a line having an angle of $216^{\circ} 15' 45''$ as measured clockwise from the last described course, a distance of 65.78 feet to the point of beginning.

PIN: 11-28-252-011

Exhibit B

(Easement Area)

Part of the Northeast Quarter South of the Rock River of Section 28, Township 21 North, Range 7 East of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, described as follows:

Commencing at the intersection of the present north right of way line of First Street and the west right of way line of First Avenue; thence North 55 degrees 05 minutes 25 seconds East, 30.00 feet on said north right of way line; thence North 34 degrees 54 minutes 35 seconds West, 141.70 feet to the Point of Beginning; thence continuing North 34 degrees 54 minutes 35 seconds West, 20.00 feet; thence North 55 degrees 12 minutes 11 seconds East, 70.72 feet; thence North 74 degrees 39 minutes 45 seconds East, 21.94 feet; thence South 82 degrees 33 minutes 31 seconds East, 28.57 feet to the west right of way line of First Avenue (IL Route 40); thence South 19 degrees 44 minutes 58 seconds East, 23.71 feet on said west right of way line; thence North 85 degrees 05 minutes 40 seconds West, 33.53 feet; thence North 35 degrees 10 minutes 42 seconds West, 2.25 feet; thence South 54 degrees 29 minutes 18 seconds West, 2.49 feet; thence South 74 degrees 03 minutes 01 seconds West, 11.67 feet; thence South 56 degrees 39 minutes 15 seconds West, 56.10 feet; thence South 58 degrees 14 minutes 22 seconds West, 10.95 feet to the Point of Beginning, containing 0.06 acres (2543 sq ft), more or less.

PIN: pt of 11-28-252-011

Exhibit C

(Temporary Construction Easement Area)

Temporary Easement 1

Part of the Northeast Quarter South of the Rock River of Section 28, Township 21 North, Range 7 East of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, described as follows:

Commencing at the intersection of the present north right of way line of First Street and the west right of way line of First Avenue; thence North 55 degrees 05 minutes 25 seconds East, 30.00 feet on said north right of way line; thence North 34 degrees 54 minutes 35 seconds West, 161.70 feet to the Point of Beginning; thence continuing North 34 degrees 54 minutes 34 seconds West, 5.00 feet; thence North 55 degrees 12 minutes 11 seconds East, 71.59 feet; thence North 74 degrees 39 minutes 45 seconds East, 23.80 feet; thence South 82 degrees 33 minutes 31 seconds East, 27.01 feet to the west right of way line of First Avenue (IL Route 40); thence South 19 degrees 44 minutes 58 seconds East, 5.62 feet on said west right of way line; thence North 82 degrees 33 minutes 31 seconds West, 28.57 feet; thence South 74 degrees 39 minutes 45 seconds West, 21.94 feet; thence South 55 degrees 12 minutes 11 seconds West, 70.72 feet to the Point of Beginning, containing 0.01 acres (609 sq ft), more or less.

Temporary Easement 2

Part of the Northeast Quarter South of the Rock River of Section 28, Township 21 North, Range 7 East of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, described as follows:

Commencing at the intersection of the present north right of way line of First Street and the west right of way line of First Avenue; thence North 55 degrees 05 minutes 25 seconds East, 30.00 feet on said north right of way line; thence North 34 degrees 54 minutes 35 seconds West, 134.95 feet to the Point of Beginning; thence continuing North 34 degrees 54 minutes 34 seconds West, 6.75 feet; thence North 58 degrees 14 minutes 22 seconds East, 10.95 feet; thence North 56 degrees 39 minutes 15 seconds East, 56.10 feet; thence North 74 degrees 03 minutes 01 seconds East, 11.67 feet; thence South 54 degrees 29 minutes 18 seconds West, 78.06 feet to the Point of Beginning, containing 0.01 acres (370 sq ft), more or less.

Temporary Easement 3

Part of the Northeast Quarter South of the Rock River of Section 28, Township 21 North, Range 7 East of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, described as follows:

Commencing at the intersection of the present north right of way line of First Street and the west right of way line of First Avenue; thence North 55 degrees 05 minutes 25 seconds East, 30.00 feet on said north right of way line; thence North 34 degrees 54 minutes 35 seconds West, 134.95 feet; thence North 54 degrees 29 minutes 18 seconds East, 80.55 feet; thence South 35 degrees 10 minutes 42 seconds East, 2.25 feet to the Point of Beginning; thence South 85 degrees 05 minutes 40 seconds East, 33.53 feet to the west right of way line of First Avenue (IL Route 40); thence South 19 degrees 44 minutes 58 seconds East, 27.51 feet on said west right of way line; thence North 85 degrees 05 minutes 40 seconds West, 23.97 feet; thence North 35 degrees 10 minutes 42 seconds West, 32.68 feet to the Point of Beginning, containing 0.02 acres (719 sq ft), more or less.

PIN: pt of 11-28-252-011

Agreement Number: 3090
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 tract of land designated as a part of tract No. 329-1, situated in the county of Whiteside, State of Illinois, being part of the right of way land of the Illinois and Mississippi Feeder Canal, located in south-east quarter (SE1/4) of Section 27, Township 21 North, Range 7 East of the fourth principal meridian, and more particularly described as follows: Beginning at a point of the west line of the SE1/4, said line also being the west line of the Illinois and Mississippi Feeder canal property, 1165 feet south of the NW corner of the said SE1/4, thence easterly parallel with the north line of said 1/4 section line 140 feet, thence southerly parallel with the said west 1/4 section line 40 feet, thence westerly parallel with the said north 1/4 section line 140 feet to the said west 1/4 section line, thence northerly along said 1/4 section line 40 feet to the point of beginning. The tract described contains 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 February, 2026, ("Effective Date") and ending on the 31st day of January, 2036, ("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 Fifty-Three Dollars (\$253.00) 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 to operation and maintenance of a storm sewer pipe and outlet structure 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
Telephone: 815/622-1104
mconklin@rockfalls61071.com
Emergency Contact: Rock Falls PD
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: 3090
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: Division Manager

Division of Concession and Leases

BY: _____

Title: _____

FEIN No.

Agreement Number: 3090
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

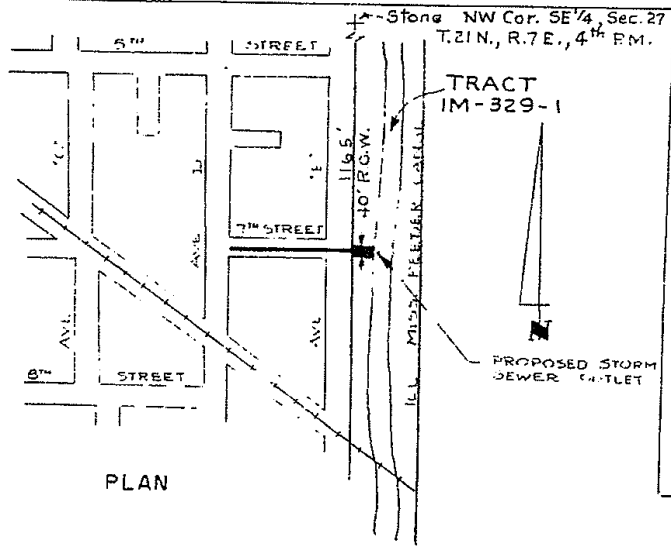
(Name of executive of official who will sign the agreement)

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

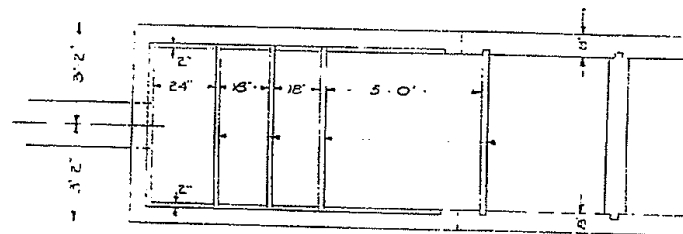
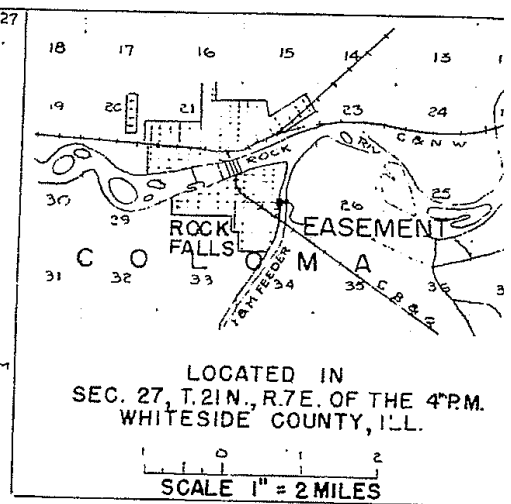
Signed: _____
(Person affirming signature authority of above
official; must not be the same individual)

Title: _____

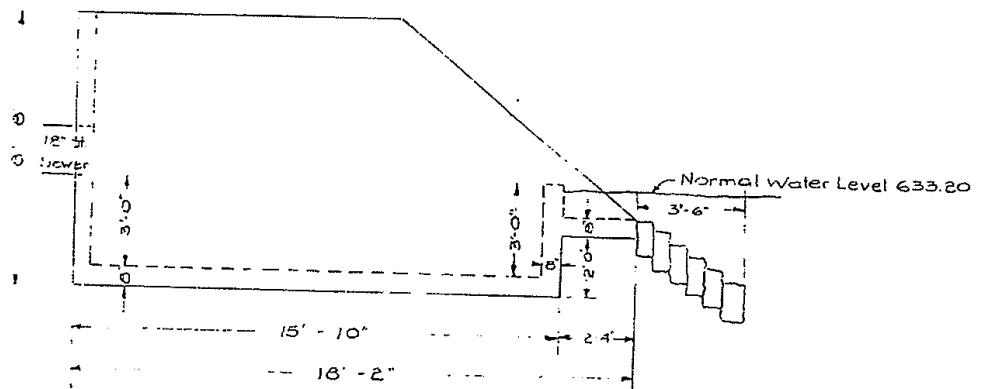
Date: _____



PLAN



2" Creosoted plank baffles



PLAN & ELEVATION

5 3 0 5
SCALE 1" = 5 FEET
VERTICAL & HORIZONTAL

ILLINOIS & MISSISSIPPI
CANAL - FEEDER
ROCK FALLS, ILLINOIS
EASEMENT FOR STORM SEWER
EXHIBIT "A"

Agreement Number: 3092
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 tract of land designated as part of tract Nos. IM-328 and IM-329-1 located in the northeast quarter (NE1/4) and the southeast quarter (SE1/4) of section 27, township 21 north, range 7 east of the 4th principal meridian, Whiteside County, Illinois, 5 feet each side of the centerline of a 10-foot right-of-way easement being described as follows: Commencing at a point on the westerly right-of-way line of the Illinois and Mississippi Canal (said westerly right-of-way line also being the west line of the east half (E1/2) of said Section 27) which is 24 feet southerly of the center of said section 27; thence north 89 degrees 53 minutes east of distance of 285 feet; thence north 44 degrees 53 minutes east a distance of 33.94 feet to the north line of the said SE1/4 of section 27; thence north 89 degrees 53 minutes east of the said north line a distance of 41 feet to the easterly right-of-way line of the said Illinois and Mississippi Canal, being the point of termination, containing 0.08 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 February 2026, ("Effective Date") and ending on the 31st day of January 2036, ("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 Sixty-Four Dollars (\$264.00) 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 operation and maintenance of a water main and operation and maintenance of a sidewalk to be

used for recreational purposes 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
Telephone: 815/622-1104
mconklin@rockfalls61071.com
Emergency Contact: Rock Falls PD
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: 3092
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: Division Manager
Division of Concession and Leases

BY: _____

Title: _____

FEIN No.

Agreement Number: 3092
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)

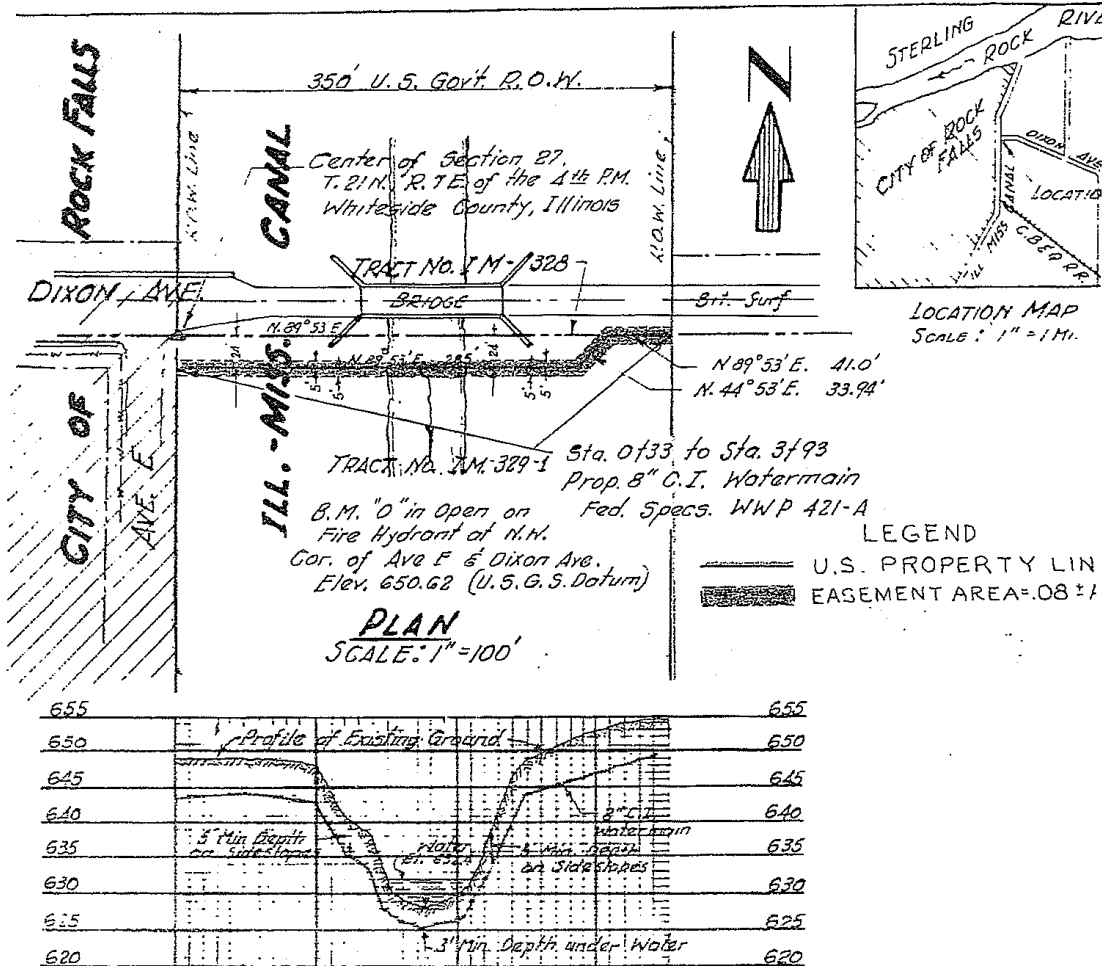
I certify that _____ is an authorized representative of
said
(Name of executive of official who will sign the agreement)

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: _____



WRITE OFFS JULY 2025 - SEPTEMBER 2025

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<u>BANKRUPTCY</u>													
		63.17	12.99	2.60								47.58	63.17
<u>TOTAL</u>		63.17	12.99	2.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.58	63.17
<u>DECEASED</u>													
		208.78	159.04						48.94		0.80		208.78
		431.74			313.95		113.38				4.41		431.74
		331.83	287.01						44.82				331.83
		249.71	93.61		89.15		35.58		30.00		1.37		249.71
		287.00	47.19		137.52		55.05		47.15		0.09		287.00
		287.80	76.42		107.62		43.39		37.60		0.92	21.85	287.80
		1,138.55	1,066.11						56.10		16.34		1,138.55
<u>TOTAL</u>		2,935.41	1,729.38	0.00	648.24	0.00	247.40	0.00	264.61	0.00	23.93	21.85	2,935.41
<u>SPECIAL CIRCUMSTANCE</u>													
		522.92			398.13	16.23	106.86	1.70					522.92
<u>TOTAL</u>		522.92	0.00	0.00	398.13	16.23	106.86	1.70	0.00	0.00	0.00	0.00	522.92
<u>AGED OUT</u>													
		118.23	89.01	8.52	11.58	2.69	4.72	0.93			0.78		118.23
		87.92			66.24	2.36	18.98	0.34					87.92
		621.59	392.78	19.37	112.47	5.40	53.30	2.50	25.80	1.10	8.87		621.59
		831.12	514.85	10.03	173.32	2.47	91.61	1.05	25.41	0.61	11.77		831.12
		519.59	296.08		130.30		60.50		26.23		6.48		519.59
		294.46	159.11	5.86	85.00	3.20	36.68	1.29			3.32		294.46
		84.18	40.04	2.35	27.20	2.08	11.04	0.68			0.79		84.18
		784.39	494.52	17.64	147.72	5.76	70.28	2.61	33.50	1.22	11.14		784.39
		199.21	100.35	4.03	62.98	2.08	27.05	0.68			2.04		199.21
		34.37	13.48		11.87		4.83		3.94		0.25		34.37
		283.96	123.43	11.05	80.16	4.63	32.61	1.63	26.47	1.54	2.44		283.96
		249.90	116.35	7.39	68.92	2.75	29.20	1.10	21.06	0.75	2.38		249.90
		40.10	20.95	2.37					15.00	1.50	0.28		40.10
		210.71	150.36		29.55		22.43		6.79		1.58		210.71
		184.56	180.83								3.73		184.56
		185.44	107.34		44.41		20.81		10.52		2.36		185.44
		274.80	148.54	6.08	79.89	3.62	32.44	1.19			3.04		274.80
		741.58	387.30	16.87	184.43	9.60	89.23	4.41	39.56	1.70	8.48		741.58

WRITE OFFS JULY 2025 - SEPTEMBER 2025

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
		997.88	549.75	22.08	238.00	8.51	124.21	4.09	37.37	1.50	12.37		997.88
		709.33	241.28	16.01	242.94	12.62	117.37	6.13	65.26	3.00	4.72		709.33
<u>TOTAL</u>		7,453.32	4,126.35	149.65	1,796.98	67.77	847.29	28.63	336.91	12.92	86.82	0.00	7,453.32
<u>GRAND TOTAL</u>		10,974.82	5,868.72	152.25	2,843.35	84.00	1,201.55	30.33	601.52	12.92	110.75	69.43	10,974.82 10,974.82



Quote No. Q12021
Date: Oct 23, 2025

W 3150 Co Rd H, Fond du Lac, WI 54937
920-581-5810
www.sabelmechanical.com
Sabel Contact: Mark Grebe
Email: mark@sabelmechanical.com

Sabel Mechanical LLC

Customer Billing Information	Job Site Information	Contact and Other Information
City Of Rock Falls 603 W 10th St, Rock Falls, IL 61071-2854	City Of Rock Falls WWTP 100 Clearwater Drive,, Rock Falls, IL 61071	Contact: Shae Smith Phone: (815) 441-4613 Email: ssmith@rockfalls61071.com

Sabel Mechanical is pleased to submit this proposal for:

Scope of Work

Six-1/8" X 59" THICK 304 STAINLESS PANELS PER OLD
PATTERN WITH ARCS WELDED ON ENDS AND 3/16" THICK
BENT ANGLE BRACKETS ON BOTTOM, One- 1/8" x 54" THICK
304 STAINLESS PANELS, ARCS WELDED ON ENDS AND 3/16"
THICK BENT ANGLE BRACKETS ON BOTTOM

\$4,437.84

Budget Number for Labor and equipment for removal of covers,
removing old arcs, cutting off existing wedge anchors, installing
new ss concrete wedge anchors, installing new ss arc panels and
reinstalling replacing cover.

\$21,153.35

This would be for two men 40 hours each with equipment, mobilization, crane, etc., this would be
worse case scenario, would like to do on T and M basis,

Quote Total: \$25,591.19

Estimate valid until: Nov 22, 2025

Terms of Payment: 30 days

Customer Signature: _____ Date _____

Customer Name (Print) _____

P.O. #: _____

Due to the fluctuating material pricing and availability, quote is valid thru end of today's business day, Pricing may have to be
adjusted at time of purchase and will be reflected when project is invoiced

POSITION OF CITY ADMINISTRATOR

POSITION TITLE: City Administrator

REPORTS TO: Mayor and City Council (as a whole)

FLSA STATUS: Exempt

POSITION SUMMARY:

The City Administrator shall be the chief administrative officer of the City. The Administrator will report to and be responsible to the City Council as a whole, for the appropriate and efficient administration of all affairs of the City except for such matters as the City Council as a whole may from time to time determine shall be under its direct control and supervision.

DUTIES/TASKS:

- Direct, supervise and coordinate the administration of all departments, officers and agencies of the City, except as otherwise provided by law;
- Make recommendations to the Mayor on the appointment, employment, suspension or removal of all City employees;
- Attend all City Council meetings and standing committees of the City unless otherwise excused;
- Oversee and direct enforcement of all laws and ordinances within the City;
- The City Administrator may be appointed as the Utility Manager by the Utility Committee and shall oversee all aspects of the operation, maintenance, and compliance of the City's utility systems;
- Serve as City Finance Officer and prepare and annually submit to the Finance Committee and City Council a recommended budget, including capital expenditures;
- Submit to the City Council and make available to the public a complete report of the finances and administrative activities of the City for each fiscal year at the completion of each fiscal year;
- Submit monthly Budget vs. Actual financial reports to the City Council, including any necessary explanations regarding substantial variances of the approved budget;
- Serve as the Equal Employment Opportunity officer;
- Make such other reports as deemed necessary by the City Council as a whole, concerning the operations of City departments;
- Advise the City Council on pending decisions of public policy and recommend to the City Council the adoption of such measures as the City Administrator may deem necessary or expedient for the health safety or welfare of the community or for the improvement of administrative services;
- Oversee the procurement of commodities and services for all City departments, and promulgate purchasing policies which shall be followed by employees in the procurement of goods and services;

- Review and approve all invoices submitted for payment from every department within the City;
- Ensure proper custody and control of all personnel files for all employees and administrative officers of the City;
- Oversee all Collective Bargaining Agreements and negotiating thereof. Recommend to the City Council the approval of all negotiated Collective Bargaining Agreements. The City Administrator shall be responsible for administering all issues within the Collective Bargaining Agreements.
- The City Administrator shall be responsible for finding funding opportunities and writing proposals and applications for funding, including researching deadlines and eligibility, drafting grant requests and submitting reports for approval.
- The City Administrator shall represent the City in legal matters and confer with legal counsel as necessary;
- The City Administrator shall serve as the liaison and contact person for County, State and Federal issues;
- Perform such other duties as may be required or specified by law or City ordinance or may from time to time be requested by the City Council as a whole.

QUALIFICATIONS:

- A degree in public administration, finance, business administration or similar experience in employment with a public entity.
- Valid State of Illinois driver's license.
- Understanding of general accounting principles, public finances, municipal accounting and budgeting.
- Verbal and writing skills associated with public and customer service to effectively interact with citizens, colleagues, outside contractors, department heads and elected officials.
- Knowledge of economic development including Tax Increment Finance, Enterprise Zone and all other economic development tools.
- Basic knowledge of municipal utilities including public power.

OTHER REQUIREMENTS:

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Some lifting of office related materials (20 lbs or less)

Occasional overnight travel

Majority of work will be conducted within the City buildings however, visits to construction or operation sites may be necessary

POSITION OF ASSISTANT CITY ADMINISTRATOR

POSITION TITLE: Assistant City Administrator

REPORTS TO: City Administrator

POSITION SUMMARY: The Assistant City Administrator provides high-level support to the City Administrator and oversees various municipal operations and special projects, acting as a liaison to departments, the public, and other agencies. Other duties include serving in the absence of the City Administrator and performing all other related duties assigned by the City Administrator.

DUTIES/TASKS:

To Assist the City Administrator with the following:

- Direct, supervise and coordinate the administration of all departments, officers and agencies of the City, except as otherwise provided by law;
- Attend all City Council meetings and standing committees of the City unless otherwise excused;
- Submit monthly Budget vs. Actual financial reports to the City Council, including any necessary explanations regarding substantial variances of the approved budget;
- Make such other reports as deemed necessary by the City Council as a whole, concerning the operations of City departments;
- Oversee the procurement of commodities and services for all City departments, and promulgate purchasing policies which shall be followed by employees in the procurement of goods and services;
- Review and approve all invoices submitted for payment from every department within the City;
- Ensure proper custody and control of all personnel files for all employees and administrative officers of the City;
- Oversight of all Collective Bargaining Agreements and negotiating thereof. Recommend to the City Council the approval of all negotiated Collective Bargaining Agreements.
- Search for funding opportunities and writing proposals and applications for funding, including researching deadlines and eligibility, drafting grant requests and submitting reports for approval.
- The City Administrator shall represent the City in legal matters and confer with legal counsel as necessary;
- The City Administrator shall serve as the liaison and contact person for County, State and Federal issues;
- Perform such other duties as may be required or specified by law or City ordinance or may from time to time be requested by the City Council as a whole.

- Attend any necessary meetings as a representative of the City.

QUALIFICATIONS:

- A degree in public administration, finance, business administration or similar experience in employment with a public entity.
- Valid State of Illinois driver's license.
- Understanding of general accounting principles, public finances, municipal accounting and budgeting.
- Verbal and writing skills associated with public and customer service to effectively interact with citizens, colleagues, outside contractors, department heads and elected officials.
- Knowledge of economic development including Tax Increment Finance, Enterprise Zone and all other economic development tools.
- Basic knowledge of municipal utilities including public power.

OTHER REQUIREMENTS:

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Some lifting of office related materials (20 lbs or less)

Occasional overnight travel

Majority of work will be conducted within the City buildings however, visits to construction or operation sites may be necessary