

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin D. Blackert
815-564-1366



City Clerk
Eric Arduini
815-622-1104

City Treasurer
Kay Abner
815-622-1100

City Council Agenda Rock Falls Council Chambers December 20th, 2016 6:30 p.m.

Call to Order @ 6:30 p.m.
Pledge of Allegiance
Roll Call
Audience Requests:

Community Affairs:
Bethany Bland, President /CEO, Rock Falls Chamber of Commerce.

Consent Agenda:

1. Approve the Minutes of the December 6th, 2016 Regular Council Meeting.
2. Approval of bills as presented.

Ordinance Second Reading / Adoption:

1. Adoption of **Ordinance 2016-2292** Amending Municipal Code Chapter 2, Article VII, Division 3 - Duties of the City Clerk
2. Adoption of **Ordinance 2016-2293** Amending Municipal Code Chapter 2, Article VII, adding Division 5.5 creating the office of City Collector.
3. Adoption of **Ordinance 2016-2295** adding Subsection 108 to Section 18-120- Stop Intersections Designated for the corner of Lindy Avenue and West 19th Street.

City Administrator Robbin D. Blackert:

Information/Correspondence:
Eric Arduini, City Clerk

1. Approval of the Lease Agreement with the Illinois Department of Natural Resources License No. 3091 for a 12" storm sewer outlet. Five year agreement in the amount of \$1100.00.
2. 2017 Committee Meeting Schedule

James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads:

Water Reclamation- Ed Cox
Electric- Dick Simon
Police Chief- Chief Tammy Nelson

1. Approval of the Blackhawk Area Task Force Interagency Agreement

Fire Chief- Chief Gary Cook
Building Inspector- Mark Searing
Street Department- Larry Spinka
Water – Ted Padilla
Tourism – Janell Loos
Utility Office – Diane Hatfield

Ward Reports:

Committee Items: Hennepin Canal / Trails Committee

1. Approval of the Rock Falls Trails Development Map.

Ward 1	Ward 2	Ward 3	Ward 4
Ald. Reitzel	Ald. Kuhlemier	Ald. Schuneman	Ald. Folsom
Ald. Logan	Ald. Snow	Ald. Kleckler	

Mayor's Report:

1. Rock Falls Sesquicentennial Celebration July 29th – August 6th.

Executive Session:

Any action taken from Executive Session:

Adjournment:

Next City Council Meeting 1-3-2017

Posted 12-16-2016

Eric Arduini / City Clerk

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

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

December 6th, 2016

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. December 6th, 2016 in the Council Chambers of Rock Falls by Mayor William B. Wescott.

City Clerk Eric Arduini called the roll following the pledge of allegiance. A quorum was present including Mayor William B. Wescott, Aldermen Reitzel, Logan, Snow, Kuhlemier, Schuneman, Kleckler, and Folsom. In addition Attorney Tom Sanders was present.

Audience Requests:

Patricia Manning approached the Council concerning a possible burning ban. Mrs. Manning inquired if the City would be considering allergy issues with flowers planted in the City.

Presentation:

Kathy Manning, an actuary from MWM Consulting, gave a pension plan overview to the City Council. This was the first year for MWM Consulting to perform actuarial work with the City on the Police and Fire Pensions. Mrs. Manning explained the difference between the statutory minimum of 90%, and the fully funding of the plans by the year 2040. The Police Pension is currently funded at 52.77%, and the Fire Pension is funded at 62.66% according to the new accounting valuations.

Alderman Schuneman asked if returns of 7% and 6% are realistic, and he was assured that looking over a period of 20 years, the assumed rates are reasonable.

Alderman Kleckler asked how wages and raises after retirement are determined. These variables are set by State statute.

Consent Agenda:

The Consent agenda was read aloud by Clerk Arduini. A motion to approve the consent agenda by omnibus designation was made by Alderman Snow, and second by Alderman Schuneman.

1. Approve the Minutes of the November 15th, 2016 Regular Council Meeting.
2. Approval of bills as presented.

Vote 7 aye, motion carried

Ordinance First Reading:

Clerk Arduini read aloud the following ordinances and a motion was made by Alderman Reitzel, and second by Alderman Snow to approve them as read.

1. Approval of **Ordinance 2016-2292** Amending Municipal Code Chapter 2, Article VII, Division 3 - Duties of the City Clerk
2. Approval of **Ordinance 2016-2293** Amending Municipal Code Chapter 2, Article VII, adding Division 5.5 creating the office of City Collector.
3. Adoption of **Ordinance 2016-2295** adding Subsection 108 to Section 18-120- Stop Intersections Designated for the corner of Lindy Avenue and West 19th Street.

Viva Voce Vote, motion carried

Ordinance Second Reading / Adoption

1. A motion was made by Alderman Kuhlemier, and second by Alderman Folsom for the adoption of **Ordinance 2016-2287** Tax abatement for debt service on \$1,555,000 General Obligation Alternate Bonds (Electric System Alternate Revenue Source) Series 2010.

Vote 7 aye, motion carried

2. A motion was made by Alderman Kuhlemier, and second by Alderman Folsom for the adoption of **Ordinance 2016-2288** Tax abatement for debt service on \$720,000 General Obligation Alternate Bonds (MFT Alternate Revenue Source) Series 2012.

Vote 7 aye, motion carried

3. A motion was made by Alderman Kuhlemier, and second by Alderman Folsom for the adoption of **Ordinance 2016-2289** Tax abatement for debt service on \$2,427,000 G.O. Debt Certificates Series 2016.

Vote 7 aye, motion carried

4. A motion was made by Alderman Kuhlemier, and second by Alderman Folsom for the adoption of **Ordinance 2016-2290** Tax abatement for debt service on \$2,115,000 General Obligation Alternate Bonds (Alternate Revenue Source) Series 2016.

Vote 6 aye, motion carried (Alderman Reitzel recused himself from this vote)

5. A motion was made by Alderman Kuhlemier, and second by Alderman Folsom for the adoption of **Ordinance 2016-2291** 2016 Property Tax Levy.

Vote 7 aye, motion carried

6. A motion was made by Alderman Reitzel, and second by Alderman Snow for the adoption of **Ordinance 2016-2294** Authorizing Lease of Real Estate in the Glen's Garden Subdivision for farming.

Vote 7 aye, motion carried

7. A motion was made by Alderman Reitzel, and second by Alderman Snow for the adoption of **Ordinance 2016-2296** authorizing lease agreements for buildings upon lot 2 of Glen's Garden subdivision.

Vote 7 aye, motion carried

8. A motion was made by Alderman Reitzel, and second by Alderman Schuneman for the adoption of **Ordinance 2016-2297** disposal of surplus property – pumps and parts from pump station remodel.

Vote 7 aye, motion carried

City Administrator Robbin Blackert:

A motion was made by Alderman Reitzel, and second by Alderman Kuhlemier for the approval of **Resolution 2016-753** governing the reimbursement of travel expenses for City Officers and Employees.

Vote 7 aye, motion carried

A motion was made by Alderman Schuneman, and second by Alderman Kuhlemier for the approval of the Collection Services Agreement with ONLINE Collections - P.O. Box 1489 Winterville NC.

Vote 7 aye, motion carried

A motion was made by Alderman Reitzel, and second by Alderman Snow for the conveyance of the right of way upon acceptance by owner to pay City's expenses for the conveyance at 310 Ada Street. Administrator Blackert explained that this would normally go through the Public Property Committee first, but since the surveying has been done for the conveyance of the property to the west, it would be a cost savings to do have the plat and legal description finished now.

Vote 7 aye, motion carried

A motion was made by Alderman Schuneman, and second by Alderman Kuhlemier to instruct the City Administrator to proceed with funding options for the fiber optic buildout using general funds as the alternate revenue source. Administrator Blackert informed the Council that the original intent was to use the Electric Fund as the alternate funding source for obtaining revenue bonds to fund the buildout of fiberhoods. The bond council has informed the City that it would have to use the general fund as the alternative funding source. Adm. Blackert explained the buildout costs, including O&M, and the costs for Magellan to design the system. Magellan will be giving a presentation to the Council in January. Fiberhoods will be built out when there is 45% buy-in and the City will not be spending capital until there is buy-in. The City will be divided into 20 Fiberhoods, and the business plan is anticipating 14 fiberhoods be built out. A dashboard was presented illustrating the funding of \$13M over 20 years.

Alderman Schuneman informed the Council that the Committee has been working on the project for 3 years. The bond counsel, Chapman and Cutler, is looking out for taxpayers, and ratepayers. The business plan is mammoth, this will be another enterprise fund that will help Rock Falls provide a better quality of life, and bring more business.

Alderman Kleckler noted that these changes requested from the bond counsel are significant, and some are not tax free which will increase the cost to the City. Creditors could remove funds from the General Fund if funds are not available from the broadband fund.

Vote 6 aye, 1 nay (Kleckler) motion carried

Administrator Blackert informed the Council that Rise Broadband sent a letter to the City informing us that their internet offerings are changing, and the offering to City Hall would not support VOIP for the City hall phone system. With the changes happening on December 31st, Adm. Blackert has contacted Comcast to begin a buildout to supply the broadband needed to try to keep the phones working at City Hall. Rise Broadband informed all of their customers of these changes just before Thanksgiving.

Mayor Wescott added that Rise has put out many business and residential customers in this way. A motion to ratify the emergency actions taken was made by Alderman Snow, and second by Alderman Folsom.

Viva Voce Vote, motion carried

Information/Correspondence:

City Clerk Eric Arduini reminded the Council that the filing dates for the April 4th Consolidated Election are December 12th through December 19th, 2016.

A motion was made by Alderman Reitzel, and second by Alderman Snow to approve the cash farm lease with Ted Jacobs for one year of the farmland in the Glen's Garden subdivision at \$178.00/acre for 57.5 acres.

Vote 7 aye, motion carried

A motion was made by Alderman Reitzel, and second by Alderman Snow to approve the lease agreement with Martin & Company Excavating for lease of a building on lot 2 of Glen's Garden Subdivision in the amount of \$500.00 per month.

Vote 7 aye, motion carried

City Engineer Brian Frickenstein reported that the work at the RB&W Greenspace is finishing up for the winter, and seeding will be done in the spring. All of the work should be finished by April 30th.

Department Heads:

Water Superintendent Ted Padilla informed the Council that the booster pumps are removed and inspected every 10-12 years. A motion was made Alderman Reitzel, and second by Alderman Schuneman to approve the recommendation from the Public Works Committee for repairs to booster pump #3 by Layne 721 W. Illinois Avenue, Aurora, IL. 60506 in the amount of \$13984.50.

Vote 7 aye, motion carried

Ward Reports:

Ward 1:

Alderman Reitzel thanked Larry Spinka and all of the departments for helping with snow removal. He remarked that the new plow trucks are quiet.

Ward 2:

Alderman Kuhlemier remarked that the riverfront report on Channel 8 was really outstanding for our community. He informed the committee that the Finance Committee meeting will be moved to December 20th, 2016 at 5:30.

Alderman Snow congratulated Alderman Kleckler on his new addition to his family (great granddaughter).

Ward 3:

Alderman Schuneman informed the committee that the Electric Committee meeting will be moved to December 22nd, 2016. He also thanks his Secret Santa.

Mayor's Report:

Mayor Bill Wescott discussed a letter received from iFiber. They have requested to use the Rock Falls boxes to feed businesses fiber optic services in our community. A motion was made by Alderman Schuneman, and Second by Alderman Snow to send a letter denying the request. Attorney Tom Sanders reviewed the request and contract, and their request would require prior authorization from the City.

Vote 6 aye, motion carried (Alderman Kuhlemier abstained due to a conflict of interest with his work at the Blackhawk Hills Regional Council)


Mayor Wescott informed the Council that work continues with the consolidated dispatch. He recently asked to be on the agenda to address the Sterling council, and was not allowed to be on the agenda. He spoke during the public comments section of the Sterling council meeting on Monday. An intergovernmental agreement which will spell out all of the details for all agencies involved was sent to Sterling six weeks ago, and Rock Falls has heard no response or comments on it. Another IGA will be presented at a meeting on December 13th. Whiteside County, CGH Medical Center, Rock Falls and Sterling all have representation on a board, and had two candidates for the position of dispatch director. There was a vote of 3-1 to hire a very qualified candidate. Sterling does not agree with the consensus, and would like to hire their own current employee to fill the position. Sterling is a management form of government and all hiring for the City is done by the City Manager. Sterling assures everyone that no one has been hired. E911 equipment installation is moving forward, and that should have been the hard part of the process. Mayor Wescott is looking for a more productive meeting, and the new IGA will be given to the Aldermen for review.

Mayor Wescott reminded the Council that the Toys for Tots drop-off box is located in the hallway at City Hall.

With nothing else for the good of the Council a motion was made by Alderman Folsom and second by Alderman Reitzel to adjourn the meeting at 8:09pm.

Viva Voce Vote, motion carried

Meeting is adjourned at 8:09pm



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois December 20, 2016

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:

Sesquicentennial Fund		\$0.00
Tourism		\$5,401.60
General Fund		\$31,507.01
Tax Increment Financing		\$87.48
Industrial Development		\$0.00
Electric	Electric O & M	\$736,150.79
Broadband Fund		\$1,322.28
GIS/IT Fund		\$4,948.00
Sewer	Sewer Revenue/O & M	\$74,045.02
Water	Water Revenue/O & M	\$27,955.81
Garbage		\$33,315.04
Customer Service Center		\$3,697.73
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$0.00
Motor Fuel Tax		\$119,705.20
Customer Utility Deposits		\$565.00
		<u>\$1,038,700.96</u>

Alderman Kuhlemier
Alderman Logan
Alderman Kleckler

DATE: 12/15/2016
 TIME: 14:22:05
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/16/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
2528	OUTFRONT MEDIA	9,275.00	1,325.00
4815	TDG COMMUNICATIONS INC	9,187.50	3,750.00
	TOURISM		5,075.00
GENERAL FUND			
04	BUILDING		
4945	IACE	140.00	25.00
837	SHELL	43,318.15	54.79
T0003020	AACE		75.00
	BUILDING		154.79
06	POLICE		
2380	AUTOZONE	134.77	23.94
350	GISI BROS. INC.	6,211.85	847.16
4508	LEXISNEXIS RISK SOLUTIONS	210.00	30.00
4692	PANTHER UNIFORMS, INC.	2,775.16	29.00
4796	VERIZON WIRELESS	10,489.37	438.34
651	NICOR	10,475.60	85.99
752	ROCK FALLS AREA DOG CONTROL	2,432.00	477.60
837	SHELL	43,318.15	2,298.04
	POLICE		4,230.07
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	3,900.00	650.00
	CODE HEARING DEPARTMENT		650.00
10	STREET		
1224	AIRGAS USA LLC	5,155.12	21.80
194	GRUMMERT'S HARDWARE - R.F.	6,179.43	44.97
4207	O'REILLY AUTOMOTIVE INC	5,700.58	108.95
4655	WHEELHOUSE, INC.	7,486.34	326.73
466	J & K LOCKSMITH SERVICE	780.00	52.00

DATE: 12/15/2016
TIME: 14:22:05
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/16/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
4963	CUSTOM PRODUCTS CORP	873.69	2,904.75
533	ELECTRONICS, INC.	6,378.81	66.70
651	NICOR	10,475.60	503.86
837	SHELL	43,318.15	444.06
852	S.J. SMITH WELDING SUPPLY	467.61	120.00
	STREET		4,593.82
12	PUBLIC PROPERTY		
466	J & K LOCKSMITH SERVICE	780.00	195.00
651	NICOR	10,475.60	128.09
	PUBLIC PROPERTY		323.09
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	6,179.43	25.17
2451	MENARDS	4,502.52	191.15
337	GARAGE DOOR SPECIALISTS	15,430.00	490.00
4207	O'REILLY AUTOMOTIVE INC	5,700.58	142.91
5090	COMMUNICATIONS DIRECT INC	20.00	100.92
651	NICOR	10,475.60	257.96
837	SHELL	43,318.15	482.38
T0002866	DOUGLAS & FRYE		34.99
	FIRE		1,725.48
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1449	QUALITY READY MIX	25,407.75	968.75
194	GRUMMERT'S HARDWARE - R.F.	6,179.43	8.89
2187	BORDER STATES ELECTRIC SUPPLY	842.27	1,287.11
2380	AUTOZONE	134.77	34.07
2631	HOUSE'S TRUCK & AUTO REPAIR	25,951.15	224.19
31	ALTEC INDUSTRIES, INC.	6,381.64	915.78
437	ILLINOIS MUNICIPAL ELECTRIC	3,009,043.80	362,839.36
44	AMERICAN PUBLIC POWER ASSOC.		252.00
440	ILLINOIS MUNICIPAL UTILITIES	7,003.50	500.00
4544	UPS	177.21	18.45

INVOICES DUE ON/BEFORE 12/16/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4626	ENGEL ELECTRIC CO.	21,341.83	963.83
5008	POWER SYSTEM ENGINEERING INC	79,707.56	1,669.48
5020	GRAYBAR	18,605.01	9,772.92
5022	AIMS MECHANICAL, LLC	637,673.00	11,964.00
5110	KUNES COUNTRY AUTO GROUP	8,440.45	227.52
55	ARAMARK UNIFORM SERVICES, INC.	16,049.40	278.82
651	NICOR	10,475.60	388.41
67	B & D SUPPLY CO.	4,229.13	170.51
795	SBM BUSINESS EQUIPMENT CENTER	5,163.36	50.05
837	SHELL	43,318.15	1,072.92
	OPERATION & MAINTENANCE		393,607.06
21	ALTERNATE BONDS		
4701	US BANK	5,915.00	240,465.00
	ALTERNATE BONDS		240,465.00
BROADBAND FUND			
21	BROADBAND FUND		
5018	USIC LOCATING SERVICES LLC	8,672.02	1,322.28
	BROADBAND FUND		1,322.28
GIS/IT FUND			
22	GIS/IT FUND		
4826	ILLINOIS GIS ASSOCIATION		60.00
	GIS/IT FUND		60.00
SEWER FUND			
38	OPERATION & MAINTENANCE		
1449	QUALITY READY MIX	25,407.75	699.00
34	ALTORFER INC.	75,914.44	34.34
4383	GRAINGER	477.79	390.97
4796	VERIZON WIRELESS	10,489.37	222.03

DATE: 12/15/2016
 TIME: 14:22:05
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 12/16/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
5117	NETWORKFLEET, INC	5,647.10	113.70
5131	METROPOLITAN INDUSTRIES, INC.	6,805.17	350.00
651	NICOR	10,475.60	1,183.75
837	SHELL	43,318.15	245.69
	OPERATION & MAINTENANCE		3,239.48
WATER FUND			
40	WATER		
4207	O'REILLY AUTOMOTIVE INC	5,700.58	5.98
4361	FERGUSON WATERWORKS #2516	92,698.55	243.61
67	B & D SUPPLY CO.	4,229.13	166.98
	WATER		416.57
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	5,155.12	69.52
1449	QUALITY READY MIX	25,407.75	1,007.50
1740	VIKING CHEMICAL CO	7,455.00	713.50
194	GRUMMERT'S HARDWARE - R.F.	6,179.43	25.77
2212	ALLIANCE MATERIALS, INC.	7,626.57	56.63
2847	PDC LABORATORIES, INC.	2,221.40	119.00
34	ALTORFER INC.	75,914.44	216.53
4995	CLOUDPOINT GEOGRAPHICS INC	37,462.42	4,247.50
55	ARAMARK UNIFORM SERVICES, INC.	16,049.40	208.76
555	ARAMARK	2,650.54	243.96
651	NICOR	10,475.60	3,885.81
67	B & D SUPPLY CO.	4,229.13	110.90
837	SHELL	43,318.15	447.92
	OPERATION & MAINTENANCE		11,353.30
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4664	STAPLES BUSINESS ADVANTAGE	1,196.40	197.73
	CUSTOMER SERVICE CENTER		197.73

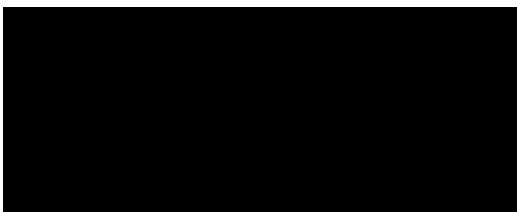
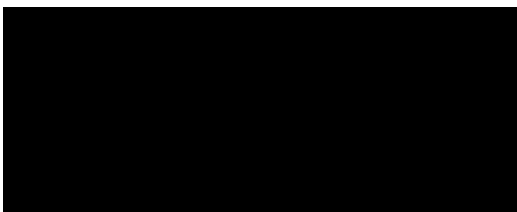
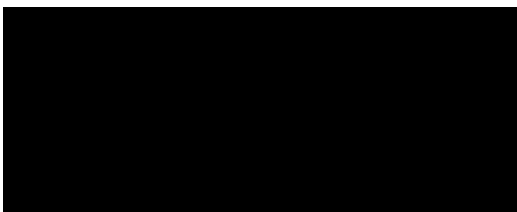
DATE: 12/15/2016
TIME: 14:22:05
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 12/16/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MFT BOND FUND			
61	MFT BOND & INTEREST		
4011	SAUK VALLEY BANK & TRUST CO.	56,356.72	109,225.00
	MFT BOND & INTEREST		109,225.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
1052	SAUK VALLEY MEDIA	13,751.27	273.00
	MOTOR FUEL TAX		273.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4620		4,239.12	8.82
T0002783			98.38
T0004057			92.25
T0004058			47.15
T0004059			16.59
T0004060			77.73
T0004061			81.93
	CUSTOMER UTILITY DEPOSITS		422.85
	TOTAL ALL DEPARTMENTS		777,334.52

DATE: 12/08/2016
 TIME: 14:09:53
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	13,207.27	195.00
2796	U.S. CELLULAR	2,200.91	82.50
795	SBM BUSINESS EQUIPMENT CENTER	4,854.16	49.10
	TOURISM		326.60
GENERAL FUND			
01	ADMINISTRATION		
1401	WLLT		212.50
4331	CIRCUIT CLERK OF LEE COUNTY	2,570.00	50.00
T0003010	BAUDVILLE		482.62
	ADMINISTRATION		745.12
04	BUILDING		
795	SBM BUSINESS EQUIPMENT CENTER	4,854.16	49.10
	BUILDING		49.10
05	CITY CLERK'S OFFICE		
4566	HARRIS COMPUTER SYSTEMS	2,750.00	1,350.00
4664	STAPLES BUSINESS ADVANTAGE	1,161.63	34.77
626	MUNICIPAL CLERKS OF ILLINOIS	70.00	120.00
795	SBM BUSINESS EQUIPMENT CENTER	4,854.16	80.00
	CITY CLERK'S OFFICE		1,584.77
06	POLICE		
1519	NOTARY PUBLIC ASSOC. OF IL	108.00	108.00
2735	SLIM-N-HANKS	1,549.40	1,082.43
350	GISI BROS. INC.	6,085.67	126.18
423	AT&T	13,750.08	459.87
4692	PANTHER UNIFORMS, INC.	1,880.44	894.72
4937	QUAD CITY BANK & TRUST	342,767.44	6,509.77
533	ELECTRONICS, INC.	5,813.81	318.00
55	ARAMARK UNIFORM SERVICES, INC.	15,219.08	58.66
	POLICE		9,557.63

DATE: 12/08/2016
 TIME: 14:09:53
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	6,011.80	724.00
	CODE HEARING DEPARTMENT		724.00
10	STREET		
110	BONNELL INDUSTRIES, INC.	10,196.69	393.04
194	GRUMMERT'S HARDWARE - R.F.	5,782.41	75.54
4207	O'REILLY AUTOMOTIVE INC	4,960.47	350.71
4656	THOMPSON TRUCK AND TRAILER	938.44	432.85
4827	KELLEY WILLIAMSON COMPANY	3,008.15	440.83
5117	NETWORKFLEET, INC	5,040.70	151.60
55	ARAMARK UNIFORM SERVICES, INC.	15,219.08	232.34
555	ARAMARK	1,704.70	594.90
852	S.J. SMITH WELDING SUPPLY	407.61	60.00
	STREET		2,731.81
12	PUBLIC PROPERTY		
533	LECTRONICS, INC.	5,813.81	39.00
T0003483	B & A GLASS	2,467.21	3,817.40
	PUBLIC PROPERTY		3,856.40
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	5,782.41	5.84
4207	O'REILLY AUTOMOTIVE INC	4,960.47	113.34
423	AT&T	13,750.08	356.75
	FIRE		475.93
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	93,892.60	74.00
4027	WHITESIDE COUNTY RECORDER	2,999.25	31.00
	BUILDING CODE DEMOLITION FUND		105.00

DATE: 12/08/2016
 TIME: 14:09:53
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
194	GRUMMERT'S HARDWARE - R.F.	5,782.41	87.48
	DOWNTOWN REDEVELOPMENT		87.48
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	13,207.27	349.00
1224	AIRGAS USA LLC	5,132.81	22.31
1289	CITY OF ROCK FALLS UTILITIES	209,834.30	4,283.67
1314	AMERICAN SAFETY UTILITY CORP		509.60
1527	RESCO	42,325.90	1,277.00
1702	INTERSTATE ALL BATTERY CENTER	1,153.50	119.95
194	GRUMMERT'S HARDWARE - R.F.	5,782.41	148.32
2244	SCHREINER'S EXPRESS LUBE	305.57	33.30
2557	ASPLUNDH TREE EXPERT CO.		7,594.50
34	ALTORFER INC.	73,099.72	35.53
4141	JEFF BEHRENS EXCAVATING	24,795.00	4,600.00
4207	O'REILLY AUTOMOTIVE INC	4,960.47	174.80
4626	ENGEL ELECTRIC CO.	21,079.58	262.25
4730	FLETCHER-REINHARDT CO	39,226.99	1,652.33
4938	MICHLIG ENERGY LTD	141,062.35	12,510.14
5020	GRAYBAR	8,585.08	10,019.93
5022	AIMS MECHANICAL, LLC	603,076.00	34,597.00
5026	BABBITTING SERVICE, INC.	12,708.30	11,297.71
5062	HALL'S SAFETY EQUIPMENT CORP.	1,184.15	208.50
5117	NETWORKFLEET, INC	5,040.70	322.15
5127	JM TEST SYSTEMS	898.86	525.86
5141	CINTAS CORPORATION	2,139.29	356.86
529	LAWSON PRODUCTS, INC.	2,860.03	228.78
533	LECTRONICS, INC.	5,813.81	139.00
55	ARAMARK UNIFORM SERVICES, INC.	15,219.08	434.94
631	MURRAY & SONS EXCAVATING, INC	125,124.49	1,162.50
67	B & D SUPPLY CO.	3,850.95	27.80
795	SBM BUSINESS EQUIPMENT CENTER	4,854.16	131.00
906	T & R SERVICE	150.00	9,054.00
	OPERATION & MAINTENANCE		102,078.73

GIS/IT FUND
 22 GIS/IT FUND

DATE: 12/08/2016
 TIME: 14:09:53
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 12/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GIS/IT FUND			
22	GIS/IT FUND		
4995	CLOUDPOINT GEOGRAPHICS INC	32,574.42	4,888.00
	GIS/IT FUND		4,888.00
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	125,710.19	44,812.70
	SEWER		44,812.70
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	209,834.30	17,495.24
194	GRUMMERT'S HARDWARE - R.F.	5,782.41	13.93
34	ALTORFER INC.	73,099.72	2,779.19
4141	JEFF BEHRENS EXCAVATING	24,795.00	4,600.00
4827	KELLEY WILLIAMSON COMPANY	3,008.15	197.98
5139	SUBURBAN LABORATORIES, INC.	5,602.50	535.00
533	LECTRONICS, INC.	5,813.81	69.00
651	NICOR	10,420.34	55.26
T0002046	GIESON MOTORSPORTS		247.24
	OPERATION & MAINTENANCE		25,992.84
WATER FUND			
40	WATER		
194	GRUMMERT'S HARDWARE - R.F.	5,782.41	33.70
514	T.D. KURTZ GLASS COMPANY	3,597.00	3,597.00
5171	POLLARD WATER	994.05	176.30
67	B & D SUPPLY CO.	3,850.95	85.98
	WATER		3,892.98
48	OPERATION & MAINTENANCE		
110	BONNELL INDUSTRIES, INC.	10,196.69	69.12
1289	CITY OF ROCK FALLS UTILITIES	209,834.30	6,215.15
194	GRUMMERT'S HARDWARE - R.F.	5,782.41	32.21

DATE: 12/08/2016
TIME: 14:09:53
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 12/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
219	CRESCENT ELECTRIC	965.10	22.99
2796	U.S. CELLULAR	2,200.91	272.25
3107	CULVER'S	187.70	39.57
4141	JEFF BEHRENS EXCAVATING	24,795.00	4,600.00
4207	O'REILLY AUTOMOTIVE INC	4,960.47	101.26
4913	MID-WEST TRUCKERS ASSOC INC	1,244.00	52.00
5110	KUNES COUNTRY AUTO GROUP	8,404.41	36.04
5117	NETWORKFLEET, INC	5,040.70	132.65
55	ARAMARK UNIFORM SERVICES, INC.	15,219.08	104.38
555	ARAMARK	1,704.70	350.94
67	B & D SUPPLY CO.	3,850.95	264.40
	OPERATION & MAINTENANCE		12,292.96
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	233,477.75	33,315.04
	GARBAGE		33,315.04
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	21,430.00	3,500.00
	CUSTOMER SERVICE CENTER		3,500.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5048	CONMAT, INC.		10,207.20
	MOTOR FUEL TAX		10,207.20
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0002748			90.12
T0004055			46.85


DATE: 12/08/2016
TIME: 14:09:53
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 12/09/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0004056			5.18
	CUSTOMER UTILITY DEPOSITS		142.15
	TOTAL ALL DEPARTMENTS		261,366.44

ORDINANCE NO. 2016- 2292

**ORDINANCE AMENDING MUNICIPAL CODE
CHAPTER 2, ARTICLE VII, DIVISION 3, OFFICE OF CITY CLERK**

Be it Ordained by the Mayor and the City Council of the City of Rock Falls, Illinois, that Chapter 2, Article VII, Division 3 of the Municipal Code of the City of Rock Falls is hereby amended to read in its entirety as follows:

SECTION 1:

"DIVISION 3. CITY CLERK

Sec. 2-299. Seal and attest of official documents.

The city clerk shall seal and attest all contracts of the city, and all licenses and other such documents as shall require this formality.

Sec. 2-300. Collection of moneys; disposition.

The city clerk shall turn over all money received by him or her on behalf of the city to the city treasurer promptly on receipt of the same, and with the money he shall give a statement as to the source thereof.

Sec. 2-301. Accounting duty.

The city clerk shall keep accounts showing all money received by him or her, and the source of disposition thereof, and such other accounts as may be required by statute or ordinance.

Sec. 2-302. Recordkeeping duties.

In addition to the record of ordinances and other records which the city clerk is required by statute to keep, he or she or his or her designee shall keep a register of all licenses and permits issued, and the payment thereon; a record showing all of the officers and regular employees of the city; and such other records as may be required by the council, which are not assigned to the custody of some other office of the city by the mayor or council.

Sec. 2-303. Custodian of city seal.

The city clerk shall be the custodian of the official seal of the City, and shall affix its impression on documents whenever required.

Sec. 2-304. Custodian of city documents.

The city clerk shall be the custodian of all documents belonging to the city which are not assigned to the custody of some other office of the city by the mayor or council.

Sec. 2-305. Maintenance of index to city documents.

The city clerk shall keep and maintain a proper index to all documents and records kept by him, so that ready access thereto and use thereof may be had.

Sec. 2-306. Ex officio collector.

The city clerk shall be ex officio city collector of special assessments. He or she shall receive on behalf of the city all fees and charges the collection not delegated to some other officer or employee.

Sec. 2-307. Deputy Clerk.

The city clerk may appoint one person as deputy clerk, subject to the approval of the mayor and city council. The deputy clerk shall perform the general functions and duties of the office in the absence of the city clerk as directed by the mayor and city council.

Sec. 2-308. Other duties.

The city clerk shall have other duties prescribed by the corporate authorities from time to time."

SECTION 2: In all other respects, Chapter 2, Article VII, shall remain in full force and effect.

SECTION 3: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 4: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law, on May 16, 2017.

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of _____, 2016.

MAYOR

ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

ORDINANCE NO. 2016- 2293

**ORDINANCE AMENDING CHAPTER 2, ARTICLE VII OF THE
MUNICIPAL CODE OF ROCK FALLS BY THE ADDITION OF A NEW
DIVISION 5.5 TO ESTABLISH THE OFFICE OF CITY COLLECTOR**

Be it Ordained by the Mayor and the City Council of the City of Rock Falls, Illinois, that Chapter 2, Article VII, of the Municipal Code of Rock Falls be amended by the addition of a new Division 5.5 to read as follows:

SECTION 1:

"DIVISION 5.5. CITY COLLECTOR.

Sec. 2-390. Establishment.

There is hereby created the office of city collector, an administrative office of the city.

Sec. 2-391. Appointment.

The collector shall be annually appointed by the mayor with the advice and consent of the city council. Said appointment shall be considered by the council on the basis of the individual's administrative qualifications, with special reference to actual experience in or knowledge of accepted practice with respect to the duties of office. The city council shall annually determine the salary of the position.

Sec. 2-392. Duties generally.

(a) The collector shall preserve all warrants returned to the collector's office, and the collector shall keep books and accounts in the matter that the city council may prescribe. All warrants, books, vouchers, and papers pertaining to the office of collector may be examined at any time by the mayor, city clerk, city treasurer or committee of the city council. The collector shall weekly pay over to the treasurer all funds of the city received by the collector from any source, taking the treasurer's receipt in duplicate and filing one of the receipts immediately with the clerk. At that time, or upon demand, the clerk shall give the collector a copy of any receipts so filed.

(b) The collector shall be responsible for filing and recording liens on real property for money owed to the city.

(c) The collector shall keep the special assessment warrant books, published for delinquent special assessments, and send notices of such delinquencies to the county collector.

(d) When required by the city council, the collector shall make a written report to the city council or to any officer designated by the city council of all money collected by the collector, the account collected upon, or of any other official matter. Between April 1 and April 10 of each year, the collector shall file with the clerk's office a statement of all the money collected by the office during the year, the particular warrant, special assessment or account upon which collected, the balance of money uncollected on all warrants in the collector's possession,

and the balance remaining uncollected at the time of the return on all warrants that the collector return to the clerk during the preceding fiscal year. The clerk shall publish the statement at least once, within ten (10) days in a newspaper with general circulation within the city.

(e) The collector is prohibited from keeping the money of the municipality in his or her possession, or in the possession of any person for his or her use, beyond the time prescribed for its payment to the treasurer. Any violation of this provision shall subject the collector to immediate removal from office.

(f) The collector shall have whatever further duties and responsibilities as may be delegated or assigned to that office by the mayor and the city council.

Sec. 2-393. City clerk as collector.

In the event the city clerk is appointed by the mayor and the city council as collector, such appointee shall be entitled to the compensation for both offices.

Sec. 2-394. City collector designated Freedom of Information Act (FOIA) officer.

(a) The collector is hereby appointed by the city council to be the designated chief Freedom of Information Act officer for the city to be responsible for and to perform those duties required by the Illinois Freedom of Information Act (5 ILCS 140/1et seq.). In such capacity the collector shall be responsible for maintaining the city's compliance with all statutory obligations of the Act and be empowered to consult with the city attorney for all issues relating to the Act. The deputy clerk shall also serve as a designated Freedom of Information Act officer and shall assist the city collector in performing such duties as necessary to maintain the city's compliance with the Act.

(b) The city collector shall make available for inspection and copying upon request or through the mail:

- 1) The directory of FOIA officers;
- 2) The address where request for public records should be directed; and
- 3) Any schedule of fees allowable under Section 6 of the act (5 ILCS 140/6) and shall also cause that information to be posted on the official website of the city."

SECTION 2: In all other respects, Chapter 2, Article VII shall remain in full force and effect.

SECTION 3: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 4: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law, on and after May 16, 2017.

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of _____, 2016.

MAYOR

ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

ORDINANCE NO. 2016-2295

BE IT ORDAINED, by the City Council of the City of Rock Falls the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

Section 1. The Municipal Code of the City of Rock Falls is amended by the addition of the following as Subsection (108) to Section 18-120- Stop Intersections Designated:

“Section 18-120(108). Vehicles traveling in a Northerly and Southerly direction on Lindy Avenue at the intersection of West 19th Street.”

Section 2. All prior ordinances in conflict herewith are hereby repealed.

Section 3. 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 4. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this ____ day of _____, 2016.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Bruce Rauner, Governor
Wayne A. Rosenthal, Director

November 30, 2016

City of Rock Falls
Attn: Eric Arduini
603 W. 10th Street
Rock Falls, IL. 61071

Re: Hennepin Canal
License No. 3091

Dear Mr. Arduini:

A renewal has been prepared which will extend your License Agreement No.3091 for a parcel of land at Hennepin Canal. Please sign the copy of the license agreement. Please have the copy of the license agreement signed by an authorized representative/official of the City of Rock Falls and complete the Signature Authorization Form attached to the agreement as Exhibit A.

Please provide your phone number and emergency information in paragraph 23 of the license, and enter your Social Security (FEIN) Number in the space provided. Also, on the attached Exhibit C, please complete and sign the enclosed Certifications form as **required by State law**. Please note **paragraph 14** and provide a certificate of insurance according to instructions.

Return the copy together with your first annual payment of \$220, or a full-term payment of \$1,1000. The payment should be made payable to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271. Once the signed agreement have been received and approved, a fully executed agreement will be returned to you.

If you have any questions regarding the enclosed agreement, please contact this office at 217/782-7940 or myself at 217/558-7115.

Sincerely,

A handwritten signature in black ink that reads "Russ Fuller".

Russ Fuller
Division of Concessions, Leases & Services

Enclosures
cc: Tom Vandemore, Site Superintendent

Agreement Number: 3091
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:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, 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 No. IM-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 the southeast quarter (SE 1/4) of section twenty-seven (27), township twenty-one north (21N), range seven east (R7E) of the fourth principal meridian, and more particularly described as follows:

Beginning at a point on the west line of said SE 1/4, said line also being the west line of the Illinois and Mississippi Canal Feeder property, 337 feet south of the northwest corner of 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, containing 0.13 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 five years, beginning on the 1st day of March, 2017, (“Effective Date”) and ending on the 28th day of February, 2021, (“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 Twenty and no/100 Dollars (\$220) per year, payable five (5) days in advance of the anniversary of the Effective 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 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 Environmental 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, 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. SUPERSESSSION: 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
Emergency Contact:
Location:
Telephone:

LICENSEE:
City of Rock Falls
Attn: Eric Arduini
603 West 10th Street
Rock Falls, IL 61071
Telephone: 815/622-1104
Emergency Contact: Rock Falls Police
Location: Rock Falls Illinois
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: 3091
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: Connie Waggoner, Director
Office of Realty & Environmental Planning

BY: _____

Title: _____

36-6006076

SSN or FEIN No.

Agreement Number: 3091
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

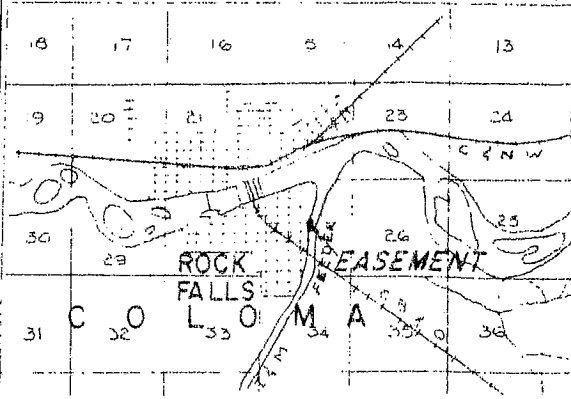
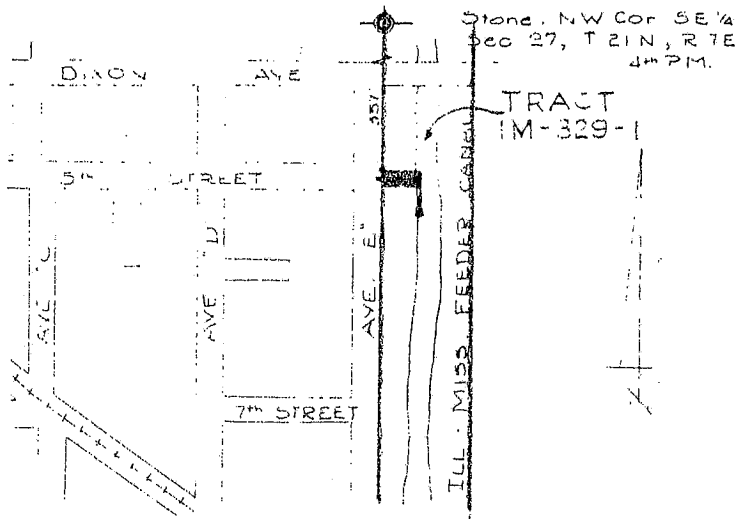
(Name of executive of official who will sign the agreement)

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

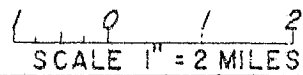
Signed: _____
(Person affirming signature authority of above
official; must not be the same individual)

Title: _____

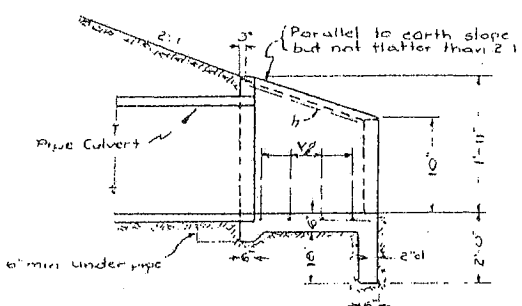
Date: _____



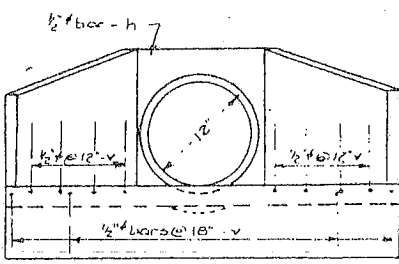
LOCATED IN
SEC. 27, T. 21 N., R. 7 E. OF THE 4TH P.M.
WHITESIDE COUNTY, ILL.



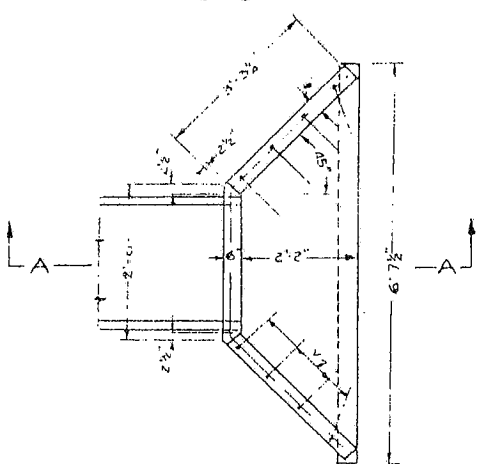
PROPOSED STORM
SEWER OUTLET



Section A-A



End View



Plan

Reinforced Concrete Headwall
for
12" Diam
Storm Sewer Outlet

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY
City of Rock Falls

SIGNATURE

PRINTED NAME
William B. Wescott

TITLE
Mayor

AGENCY

SIGNATURE
N/A

PRINTED NAME

TITLE

2017 COMMITTEE MEETING SCHEDULE

The following Standing Committees as established by Municipal Ordinance Article IV. City Council; Section 2-76. Standing Committees shall meet at The following designated times in accordance with the Open Meeting Act as found In Chapter 5, Act 120 Sections 1 through 6, of the Illinois Compiled Statues.

ADA
1st Wednesday Bi-Monthly
Crown Hill Estates
1101 W. 24th Street
4:00 p.m.

January 4, 2017	July 5, 2017
March 1, 2017	September 6, 2017
May 3, 2017	November 1, 2017

BUILDING CODE
1st Wednesday of each Month
North End Meeting room
Municipal Complex
603 West 10th Street
5:15 p.m.

January 4, 2017	July 5, 2017
February 31, 2017	August 2, 2017
March 1, 2017	September 6, 2017
April 5, 2017	October 4, 2017
May 3, 2017	November 1, 2017
June 7, 2017	December 6, 2017

PUBLIC WORKS / PUBLIC PROPERTY
1ST Thursday of each Month
Council Chambers
Municipal Complex
603 West 10th Street
8:15am

January 5, 2017	July 6, 2017
February 2, 2017	August 3, 2017
March 2, 2017	September 7, 2017
April 6, 2017	October 5, 2017
May 4, 2017	November 2, 2017
June 1, 2017	December 7, 2017

PLANNING & ZONING
2nd Thursday of each Month
Council Chambers
Municipal Complex
603 West 10th Street
5:30 p.m.

January 12, 2017	July 13, 2017
February 9, 2017	August 10, 2017
March 9, 2017	September 14, 2017
April 13, 2017	October 12, 2017
May 11, 2017	November 9, 2017
June 8, 2017	December 14, 2017

INDUSTRIAL DEVELOPMENT
3rd Thursday of each Month
North End Meeting Room
Municipal Complex
603 West 10th Street
4:00 p.m.

January 19, 2017	July 20, 2017
February 16, 2017	August 17, 2017
March 16, 2017	September 21, 2017
April 20, 2017	October 19, 2017
May 18, 2017	November 16, 2017
June 15, 2017	December 21, 2017

COMMITTEE OF THE WHOLE
4th Monday of each Month
Council Chambers
Municipal Complex
603 West 10th Street
6:00 p.m.

January 23, 2017	July 24, 2017
February 27, 2017	August 28, 2017
March 27, 2017	September 25, 2017
April 24, 2017	October 23, 2017
May 22, 2017	November 27, 2017
June 26, 2017	December 25, 2017

ELECTRIC
4th Tuesday of each Month
Electric Department Conference Room
1109 Industrial Park Road
8:15 a.m.

January 24, 2017	July 25, 2017
February 28, 2017	August 22, 2017
March 28, 2017	September 26, 2017
April 25, 2017	October 24, 2017
May 23, 2017	November 28, 2017
June 27, 2017	December 26, 2017

FINANCE / INSURANCE / INVESTMENT
4th Tuesday of each Month
Council Chambers
Municipal Complex
603 West 10th Street
5:00 p.m.

January 24, 2017	July 25, 2017
February 28, 2017	August 22, 2017
March 28, 2017	September 26, 2017
April 25, 2017	October 24, 2017
May 23, 2017	November 28, 2017
June 27, 2017	December 26, 2017

ORDINANCE / LICENSE / PERSONNEL / SAFETY
4th Thursday of each Month
City Council Chambers
603 West 10th Street
5:30 p.m.

January 26, 2017	July 27, 2017
February 23, 2017	August 24, 2017
March 23, 2017	September 28, 2017
April 27, 2017	October 26, 2017
May 25, 2017	November 23, 2017
June 22, 2017	December 28, 2017

POLICE / FIRE
4th Thursday of each Month
City Council Chambers
603 West 10th Street
4:30 p.m.

January 26, 2017	July 27, 2017
February 23, 2017	August 24, 2017
March 23, 2017	September 28, 2017
April 27, 2017	October 26, 2017
May 25, 2017	November 23, 2017
June 22, 2017	December 28, 2017

HENNEPIN CANAL / TRAILS
2nd Thursday of each Month
Council Chambers
Municipal Complex
603 West 10th Street
12:00 p.m.

January 12, 2017	July 13, 2017
February 9, 2017	August 10, 2017
March 9, 2017	September 13, 2017
April 13, 2017	October 12, 2017
May 11, 2017	November 19, 2017
June 8, 2017	December 14, 2017

Tourism Committee
2nd Tuesday of each Month
Tourism Office
603 West 10th Street
9:00 a.m.

January 10, 2017	July 11, 2017
February 14, 2017	August 08, 2017
March 14, 2017	September 12, 2017
April 11, 2017	October 10, 2017
May 9, 2017	November 14, 2017
June 13, 2017	December 12, 2017

THE FOLLOWING AD HOC COMMITTEES SHALL MEET AS NECESSARY AND HAVE 48 HOUR NOTICES POSTED FOR THEIR MEETING TIME AND LOCATION.

Social Media Committee
RBW Green Space Committee

Groundwater Committee
Board of Local Improvements

CITY OF ROCK FALLS OFFICES WILL CLOSE ON THE FOLLOWING DAYS
IN OBSERVANCE OF THESE HOLIDAYS

New Year's Day	Friday, January 1, 2017
President's Day	Monday, February 20, 2017
Good Friday	Friday, April 14, 2017
Memorial Day	Monday, May 29, 2017
Independence Day	Monday, July 4, 2017
Labor Day	Monday, September 4, 2017
Veteran's Day	Friday, November 11, 2017
Thanksgiving Day	Thursday, November 23, 2017
Day after Thanksgiving	Friday November 24, 2017
Christmas Eve	Friday, December 24, 2017
Christmas Day	Monday, December 25, 2017

CITY COUNCIL MEETINGS 2015

The City Council of the City of Rock Falls will meet on the 1st and 3rd Tuesday of each month unless Holidays cause a change, at the hour of 6:30 p.m. in the Council Chambers of the Municipal Complex at 603 West 10th Street, Rock Falls, Illinois.

January	3 rd & 17 th	July	4 th & 18 th
February	7 th & 21 st	August	1 st & 15 th
March	7 th & 21 st	September	5 th & 19 th
April	4 th & 18 th	October	3 rd & 17 th
May	2 nd & 16 th	November	7 th & 21 st
June	6 th & 20 th	December	5 th & 19 th

BLACKHAWK AREA TASK FORCE INTERAGENCY AGREEMENT

The undersigned public agencies, charged with the duty of enforcing the law and protecting their citizens from illegal activity including the trafficking of narcotics and dangerous drugs, recognizing that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime with the designated counties and among the major municipalities within said counties, and also recognizing that the most effective means to accomplish that duty is through the pooling of their resources and the joint exercise of their respective authorities; each of them does now enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to the public safety.

In consideration of the terms herein set forth and the mutual covenants and obligations of the parties hereto, the undersigned parties agree to the following:

I. PARTIES

The parties to this agreement are the following member agencies: Illinois State Police, Sterling Police Department, Kewanee Police Department, Dixon Police Department and the Whiteside County Sheriff's Office. A member agency is defined as an agency which commits an officer(s) to work actively with the Blackhawk Area Task Force (BATF) and whose agency head has signed the BATF Interagency Agreement.

II. AUTHORITY

The parties hereby enter into this agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

III. PURPOSE

The purpose of this agreement is to create a multi-jurisdictional authority to be known as the Blackhawk Area Task Force hereinafter known as the Task Force. The Task Force will direct its primary enforcement efforts in the following areas:

- A. Covert and overt investigations concerning individuals engaged in illicit criminal activities in the Task Force area with specific emphasis on drug enforcement activity;
- B. Development of intelligence data regarding criminal activity in the Task Force

area;

- C. Assist local agencies with case development for those investigations that are beyond the capabilities of the requesting agency and/or those investigations that indicate a mid-level drug conspiracy or higher;
- D. Establishment of liaison with the State's Attorney's Offices and the United States Attorneys Office for legal advice and encouragement of vigorous prosecution of developed cases.

IV. COSTS

The parties agree that personnel appointed to the Task Force will remain employees of their respective components of government for payroll purposes. The parties will supply necessary equipment items, including vehicles, unless a vehicle is provided by the Task Force and will compensate their officer(s) for personnel services rendered in support of Task Force operations. Such compensation may include, but is not limited to, costs for wages, overtime, injury, death and retirement benefits, insurance and workers' compensation.

All expenses incurred by the Task Force will be the responsibility of the Task Force and not the individual policy board entities. Furthermore, the Task Force will maintain a three year operational funds reserve of *\$500,000.00* to offset any costs not covered by grants secured from the Illinois Criminal Justice Information Authority (ICJIA).

V. LIABILITIES/INSURANCE

- A. For purposes of representation and indemnification, personnel appointed to the Task Force will be considered employees of the State of Illinois. The State of Illinois, pursuant to 5 ILCS 350/1 et. seq., shall provide representation and indemnification to a Task Force officer while engaged in Task Force activities, to the extent permitted by law;
- B. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act, (820 ILCS 305/1 et. seq.), for personal injuries occurring to its officers while engaged in Task Force activities;
- C. The State of Illinois, pursuant to 5 ILCS 350/1.1(b), will provide liability insurance coverage to the extent permitted by law, to any Task Force officer who is the driver of a motor vehicle owned, leased or controlled by the State of Illinois. The Task Force also provides liability insurance for Task Force owned vehicles as well as \$1,000,000 per occurrence liability insurance for Task Force agents and policy board members.

VI. DUTIES OF THE ILLINOIS STATE POLICE (ISP)

ISP agrees to supply the following equipment and services to be utilized in support of Task Force activities:

- A. Training in proactive enforcement techniques and covert investigative methods.
- B. Specialized equipment and/or communications devices/components.
- C. Appointment of Task Force officers as "inspectors" and the issuance of credentials pursuant to the authority in 20 ILCS 2605/2605-55. Any credentials, equipment or components supplied by ISP to any Task Force officer must be surrendered to ISP upon termination of the officer's affiliation with the Task Force or upon dissolution of the Task Force.
- D. Official Advanced Funds (OAF) which are the funds necessary for the purchase of evidence.

VII. THE TASK FORCE POLICY BOARD

- A. Membership on the Task Force Policy Board shall consist of the Commander of Zone 2 Investigations of the Illinois State Police, or his designee, and the head or an appointed designee of each agency contributing Task Force personnel, and the State's Attorney or an appointed designee of the State's Attorney's Office serving as legal consultant for the Task Force.
- B. Any member agency has the option, at any time during a member's tour of duty, to reassign the member to the parent agency.
- C. All full-time Task Force officers will be screened by the providing agency and the Task Force commander for suitability for Task Force assignment prior to acceptance by the Task Force.
- D. The Policy Board shall normally meet on a quarterly basis. The Task Force Commander will provide the Policy Board with a synopsis of the general operations of the Task Force and case updates as appropriate.
- E. The Policy Board may disband the operation of the Task Force at any time by a majority of the vote of the Board, whereupon this agreement shall be terminated. ***Upon disbanding of the Blackhawk Task Force, the Blackhawk Task Force Policy Board shall oversee the equitable liquidation of all non-grant funded Blackhawk Area Task Force assets.***
- F. When there is a vacancy in the Task Force for the Illinois State Police Task Force Commander's position, the Policy Board will be allowed input as to the ISP

replacement.

- G. The Task Force will furnish a vehicle for each Inspector from each member agency of the Task Force. The Task Force will assume insurance and maintenance costs for assigned vehicles with the exception of fuel. The Task Force seized vehicles that are serviceable will be utilized to supplement the Task Force fleet.

VIII. OPERATIONAL PROCEDURES

The parties agree that the following operational procedures shall prevail throughout the duration of this agreement.

- A. The Task Force Commander will be an ISP officer acting under the direct supervision of the Zone 2 Commander and will be responsible for the following:
- Daily operations of the Task Force and overall direction and supervision of the assigned work force.
 - Devising, implementing, arranging and administering training for personnel assigned to his supervision.
 - Reviewing, analyzing, documenting and approving the use of Official Advance Funds (OAF) in accordance with ISP reporting practices and directives.
 - Providing the Task Force Policy Board annual activity reports and periodic summarization of activities and public awareness efforts.
 - Providing a line item budget each fiscal year for approval by the Board.
- B. All Task Force Members will be full-time police officers from ISP or local agencies under the supervision of the Task Force Commander. These officers shall:
- Have completed the appropriate training as required by law, prior to their appointment to the Task Force, and must not be subject to any current pending disciplinary action.
 - Adhere to all laws of the State of Illinois and the United States of America.

- Maintain compliance with their respective agency's policies and procedures, as well as the policies and procedures of the ISP.
- Agree to participate in random drug testing in accordance with ISP policy and ISP Inspector credentialing guidelines. Officers will submit to drug testing prior to their assignment to the Task Force, and shall again submit to drug testing upon their departure from the Task Force.

IX. TASK FORCE VEHICLE USE POLICY

The Task Force will ensure unit vehicles are used by assigned employees only when engaged in the performance of an assigned duty or in accordance with the procedures set forth in this directive.

I. PROCEDURES

NOTE: Because the vehicle is property of the Task Force, there is no expectation of privacy in the vehicle or its contents. Any Task Force owned vehicle is subject to search without consent or notice at any time by the Task Force Commander, his designee, or appropriate personnel or law enforcement.

II.A. Operating Task Force Vehicles

A Task Force vehicle (any vehicle owned or leased by the Task Force) will be operated only by an authorized person who possesses a valid driver's license of the proper classification for the vehicle being driven.

II.A.1. A mechanic may operate a Task Force vehicle if it is necessary to identify mechanical defects or to see if work on a vehicle has been properly completed.

II.A.2. Individuals authorized by the Task Force Unit Commander may operate Task Force vehicles.

II.A.3. Task Force personnel will not operate vehicles assigned to the Task Force unit after having consumed alcoholic beverages unless such consumption is necessitated by the nature of the duty assignment, AND, approval is obtained in advance by the Task Force Unit Commander. In addition, the supervisor of the detail shall determine the officer's fitness to operate a vehicle prior to that officer leaving the detail.

II.B. Vehicle passengers

II.B.1. Only Task Force employees or authorized law enforcement personnel may be transported in Task Force vehicles.

II.B.1.a. When approved by the Task Force Commander, individuals not listed in II.B.1. may be passengers in Task Force vehicles.

II.B.1.b. Individuals may be transported in Task Force vehicles in those situations where it would be inhumane not to do so.

II.B.1.c. Individuals not otherwise authorized may be transported in Task Force vehicles when it is necessary to conduct Task Force business, i.e. Confidential Sources, Arrested Persons and Witnesses.

II.B.2. Individuals driving or riding in Task Force vehicles will use the seat belts/shoulder harnesses provided in each vehicle regardless of the individual's seating position in the vehicle. Officers will comply with the law regarding the use of child occupant restraints. Only in circumstances necessary for immediate safety will children be transported in Task Force vehicles without using the appropriate child restraint.

II.C. Task Force vehicles for other transportation

II.C.1. Task Force vehicles may be used for other transportation when one or more of the following circumstances are present.

II.C.1.a. An employee is away from his/her official residence overnight in the course of conducting business for the Task Force or, with the approval of the Task Force Commander or Agency Head, while on standby status.

II.C.1.c. An employee may use the Task Force vehicle in conjunction with incidental stops commuting to or from the officers assigned work location (Task Force Office or home agency), and/or in conjunction with fitness or wellness training with approval of the Task Force Commander or Agency Head.

II.C.1.d. Illinois State Police (ISP) personnel assigned to The Task Force, and operating a vehicle with an assigned equipment number issued by ISP fleet, will abide by ISP policy EQP-002.

II.D. Unattended vehicles

II.D.1. When unattended, the vehicle will be parked in a legal parking space.

II.D.2. Drivers of vehicles will take precautions when parking Task Force vehicles. Every attempt will be made to park vehicles in safe locations.

II.D.3. When unattended, Task Force vehicles will be locked except in those situations where doing so would be impractical.

II.D.3.a. Any un-mounted, Task Force owned item having a value of \$500 or more will be locked in the trunk whenever the vehicle is left unattended.

II.D.3.b. The driver of the Task Force vehicle will be held responsible for any stolen or missing item if the vehicle is left unlocked when unattended.

II.D.4. At the end of an employee's work day, un-mounted items having a value of \$500 or more may be secured in the employee's residence, instead of the vehicle trunk. The Task Force Commander or officer's Agency Head may require such items to be secured in an employee's residence.

II.E. The Task Force will not be responsible for parking tickets or traffic violations. The operator will pay parking or storage charges. (Note: The Task Force Commander may grant special exceptions to this directive, i.e., the officer failed to comply with a parking requirement due to fear of compromising the officer's covert status during an investigation.)

II.F. Communications equipment

Any employee, or other police officers assigned to the Task Force, operating a Task Force vehicle equipped with a two-way radio may use that radio.

II.F.1. Two-way radios are to be used only for official business.

II.F.2. Two-way radios will be operated in accordance with Illinois State Police policy and Federal Communications Commission rules and regulations.

X. OTHER OPERATIONAL CONSIDERATIONS

- A. Report Writing - ISP report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by the Task Force.
- B. Confidential Sources - ISP confidential source policy shall be followed. Confidential source policy includes, but is not limited to preparation of reports identifying the confidential source (CS), a record of his/her motivation, fictitious names, true signatures, photos, fingerprints and other data which will serve to protect both the CS and his/her control officer. The CS procedure shall include strict adherence to policy for monetary payments (i.e., witnesses and receipts) and debriefing procedures. It is further understood that all file informants developed by the Task Force are shared by the Task Force and are not the sole providence of one officer.
- C. Official Advance Funds (OAF) - ISP directives concerning utilization of Official Advance Funds shall be followed.

- D. The Task Force shall deconflict operational details with the respective police agency sharing jurisdiction by ensuring the local agency is notified in advance of Task Force operations. Notification may be made in the form of verbal or written communication to a supervisor of the respective agency. When feasible, the local police authority may be allowed to participate in a Task Force operation. This provision may be waived if exigent circumstances do not permit notification and/or participation, or upon discretion of the Task Force Commander if the notification is not conducive to the operation.
- E. If the Task Force operates within the same jurisdiction as an area drug unit, the Task Force Commander and the area drug unit supervisor are expected to interact prior to either entity initiating a drug related investigation to avoid duplication and conflict;
- F. Cases will be prioritized by distribution potential of drugs with primary emphasis placed on quality investigations. Quality investigations will ensure that the entire distribution potential of the trafficking network will be investigated.
- G. Assets seized and forfeited by the Task Force, after payment of approved operational expenses or for purchases of equipment for operational needs of the Task Force, will be distributed equitably (timing and amount of disbursement to be determined by a majority vote of the Policy Board), based on "head count" of **member agencies**; however, an agency's share will be reduced as determined by a majority vote of the Policy Board for each month their member is out of the Task Force after the first 30 days.
- H. If a Task Force officer is removed from the Task Force without an immediate replacement from the parent agency, the agency will forfeit its right to any assets seized following the member's departure from the Task Force. This provision shall apply to temporary removals of 30 days or more in duration. With the majority approval of the Task Force Policy Board, an exception may be granted if the replacement of the previously assigned officer would cause undue hardship to the parent agency. The Task Force Policy Board will review such departures on a monthly basis.
- I. The Task Force shall maintain liability insurance coverage for Law Enforcement Liability situations where the Task Force Policy Board is sued for a wrongful act.

XI. MISCONDUCT

- A. Misconduct by officers of the Task Force shall include the following:
 - 1. Commission of a criminal offense.

2. Neglect of duties.
 3. Violation of Task Force polices and/or rules of procedure.
 4. Conduct which may tend to reflect unfavorably upon any of the parties to this agreement.
- B. Upon receipt of a complaint from a law enforcement agency, State's Attorney's office, or any other credible source alleging misconduct by a Task Force officer, the following procedures will be initiated:
1. The Task Force Commander will notify the ISP Deputy Director, through the chain of command, and the chief executive of the officer's parent agency.
 2. If the complaint is of a minor nature, the inquiry may be conducted by the Task Force Commander or respective agency head.
 3. If the complaint is of a criminal nature, the Task Force Commander and the agency head may request an investigation be conducted in accordance with the Officers Bill of Rights.
 4. If a complaint is verified, the chief executive of the parent agency will implement disciplinary action as deemed necessary. In addition, if a criminal complaint is verified, the information will be forwarded to the appropriate state's attorney.

XII. TERMINATION/MODIFICATION OF AGREEMENT

Any party may withdraw from the agreement thirty days after providing written notice of withdrawal to all other parties. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.

SIGNATURE PAGE
Blackhawk Area Task Force
INTERAGENCY AGREEMENT
December 8, 2016 REVISION

Kelly Wilhelmi
Sheriff, Whiteside County Sheriff's Office

Date: _____

Jim Dison
Chief, Kewanee Police Department

Date: _____

Danny Langloss
Chief, Dixon Police Department

Date: _____

Tim Morgan
Chief, Sterling Police Department

Date: _____

Leo Schmitz
Director, Illinois State Police

Date: _____