

# City of Rock Falls

603 W. 10<sup>th</sup> 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 May 2<sup>nd</sup>, 2017 6:30 p.m.

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

### Audience Requests:

1. National Honors Society - Reality Grant

### Community Affairs:

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

### Consent Agenda:

1. Approve the Minutes of the April 18th, 2017 Regular Council Meeting
2. Approval of bills as presented.
3. Approval of Resolution 2017-760 Bridge the Community Run 2017
4. Approval of Resolution 2017-761 Rock Falls Sesquicentennial Parade
5. Approval of Resolution 2017-762 Fiesta Days Parade 2017
6. Approval of Resolution 2017-764 Twin City Holiday Parade
7. Referral of preliminary and final plats to the Planning and Zoning committee for Benchmark Phase III-B.

### RECESS

### Seating of Newly Elected Officials:

- Mayor - William B. Wescott
- City Clerk - Eric M. Arduini
- City Treasurer - Kay Abner
- Alderman First Ward - George Logan Jr.
- Alderman Second Ward - Brian E. Snow
- Alderman Third Ward - Jim Schuneman

Call to Order of New Council

Roll Call

**City Administrator Robbin D. Blackert:**

1. Approval of the Engineering Services agreement for the 13th Avenue road project. Design phase engineering not to exceed \$13,500, and construction engineering not to exceed \$14,500.
2. Approval of the Engineering Services agreement for the Heinze Drive storm sewer project. Design phase engineering not to exceed \$9,000, ROW and easements not to exceed \$1,500 and construction engineering not to exceed \$3,000.
3. Approval of the Intergovernmental Agreement between the Illinois Environmental Protection Agency, and the City of Rock Falls – Brownfields Cooperative Agreement Former Limestone Building.

**Information/Correspondence:**

Eric Arduini, City Clerk  
James Reese, City Attorney  
Brian Frickenstein, City Engineer

**Department Heads:**

Water Reclamation- Ed Cox  
Electric- Dick Simon  
Police Chief- Chief Tammy Nelson  
Fire Chief- Chief Gary Cook  
Building Inspector- Mark Searing

1. Approval of **Resolution 2017-763** Design Guidelines, Restrictive Covenants, and Conditions applicable to the land of the City of Rock Falls.

Water – Ted Padilla

1. Approval of the sole source provider for Metro-Cloud SCADA System and control panels with Metropolitan Pump Company 37 Forestwood Dr. Romeoville. IL 60446-1343 in the amount of \$49,035.00.
2. Approval of the Well #5 Pump Removal and Inspection proposal from Layne Christensen 721 W Illinois Avenue, Aurora, Illinois in the amount of \$19,348.

Street - Larry Spinka  
Utility Office - Diane Hatfield

1. Utility Office write-offs January – March 2017

Tourism – Janell Loos

**Ward Reports:**

**Ward 1**

Ald. Reitzel

Ald. Logan

**Ward 2**

Ald. Kuhlemier

Ald. Snow

**Ward 3**

Ald. Schuneman

Ald. Kleckler

**Ward 4**

Ald. Folsom

**Mayor's Report:**

1. Appointment of City Collector position.
2. Appointment of City Clerk Eric Arduini to the Rock Falls Firefighter's Pension Board, for the period April 30, 2017- April 30, 2020.
3. Appointment of John Hoffmiller to the Rock Falls Police Pension Board, for the period June 1<sup>st</sup>, 2017 – May 31<sup>st</sup>, 2019.

**Executive Session:**

**Any action taken from Executive Session:**

**Adjournment:**

**Next City Council Meeting 5-16-2017**

Posted 4-28-2017

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

April 18th, 2017

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order by Mayor William B. Wescott at 6:30 p.m. April 18th, 2017 in the Council Chambers of Rock Falls.

City Clerk Eric Arduini called the roll following the pledge of allegiance. A quorum was present including Aldermen Reitzel, Logan, Snow, Kuhlemier, Schuneman, Kleckler, and Folsom. In addition City Attorney Jim Reese and City Administrator Robbin Blackert were present.

**Audience Requests:**

Roger VanAusdal of 511 E. 26<sup>th</sup> Street in Sterling approached the Council in support of the leaf burning ban. He works at the Rock Falls Post Office, and said that many co-workers spend 8 hours a day outside. Most of the postal carriers agree with no burning, and he had a list of signatures to be added to the record.

Renee Henry stated that she has lived in Rock Falls for 20 years, and is in support of the burn ban. She would also like fire pits banned. During the first nice day of this spring, she had three neighbors with fire pits burning. Her family and neighbors have had health problems, and don't go outside because of smoke.

Sharon Simester spoke in opposition to the burn ban. She feels that the City should enforce the ordinances already on the books. If the City is concerned about tourism more people will be more deterred by the shootings downtown than what is in the air.

Lee Bardo addressed the Council. He lives outside of the city limits. His neighbor burned 24 / 7. He asked what the city is going to do about pesticides being sprayed around the town. He mentioned that the former Parrish Alford site is not cleaned up.

**Community Affairs:**

President /CEO, Rock Falls Chamber of Commerce Bethany Bland informed the Council about upcoming events. She Highlighted the Sauk Valley Leadership Program which has now had 40 speakers give presentations.

The Farmer's Market opens in May. There are no fees to sell, and a variety of sellers may register. Whitney Forward is the new Farmer's Market Director. Sesquicentennial Parade forms can be found at the Chamber website. The Community Garage Sales will be May 19<sup>th</sup> - 21<sup>st</sup>.

Alderman Snow said it looks like a busy spring and summer.

### **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 Shuneman, and second by Alderman Snow.

1. Approve the Minutes of the April 4th, 2017 Regular Council Meeting
2. Approval of bills as presented

**Vote 7 aye, motion carried**

### **Ordinances for Second Reading and Adoption;**

A motion was made by Alderman Snow and second by Alderman Schuneman for the adoption of **Ordinance 2017-2303** Authorizing Lease of Real Estate for a Cellular Tower.

**Vote 7 aye, motion carried**

A motion was made by Alderman Kuhlemier and second by Alderman Logan for the adoption of **Ordinance 2017-2304** Supplemental Appropriation Ordinance.

**Vote 7 aye, motion carried**

A motion was made by Alderman Reitzel and second by Alderman Snow for the adoption of **Ordinance 2017-2305** vacating a portion of alley south of Ada Street.

**Vote 7 aye, motion carried**

A motion was made by Alderman Snow and second by Alderman Logan for the adoption of **Ordinance 2017-2306** adding Article VI to Chapter 20 - Open Burning

Alderman Schuneman stated his objection that this ordinance, and 2017-2307 are not an emergency. The ordinances should have come back to committee for review, and the ordinance sent out of the committee seemed somewhat flawed that it now takes two ordinances. The City should not skip the committee process unless it is an emergency. He would like to see the justification to go against the surveys that were sent out as Sterling did. His Mom said that just because Sterling jumps off a bridge, it doesn't mean we have to.

Alderman Kuhlemier inquired about the continued use of burning rings and recreational fires. Police Chief Nelson answered his questions and has not had complaints from recreational fires.

Alderman Kleckler said that people would like to see the ordinance enforced the way it is.

Attorney Reese informed the Council that this prohibits the burning of yard waste, not recreational fires. Yard waste was addressed in another part of the code, and the two ordinances had to be drafted to prevent a conflict.

**Vote 3 aye, 4 nay (Kuhlemier, Schuneman, Kleckler, Folsom) motion failed**

A motion was made by Alderman Snow and second by Alderman Logan for the adoption of **Ordinance 2017-2307** adding Article VI to Chapter 20 - Open Burning

**Vote 3 aye, 4 nay (Kuhlemier, Schuneman, Kleckler, Folsom) motion failed**

A motion was made by Alderman Schuneman and second by Alderman Folsom for the adoption of **Ordinance 2017-2308** amending Article XI of Chapter 6 - Private Outdoor Pools.

**Vote 7 aye, motion carried**

A motion was made by Alderman Schuneman and second by Alderman Folsom for the adoption of **Ordinance 2017-2311** amending Section 34-283 and 34-284 Uses for B-1 Zoning.

Alderman Klecker made a motion to amend the ordinance to also include items 1 and 2 to section 1 of the ordinance. There was no second for this motion.

**Vote 6 aye, motion carried Alderman Snow recused himself from this vote**

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier for the adoption of **Ordinance 2017-2312** amending Section 16 390-1 Special use permit.

**Vote 6 aye, motion carried Alderman Snow recused himself from this vote**

#### **City Administrator Robbin D. Blackert:**

City Administrator Robbin Blackert presented the budget summary to the Council.

Some of the highlights were:

- An increase in revenue projected from USEPA, and Illinois EPA for the assessment of the Limestone Building, and increase in rural fire contributions.
- An increase in expenditures in Police, and Fire due to the state mandated consolidated dispatch.
- A decrease in Street Department expenditures due to a surplus of road salt.
- RP3 Award for the Electric Department.
- This is the final year of the Garbage contract.
- Bond funds for Gigabit Broadband project.
- The total budget is \$26,151,189 which is a surplus of \$33.00.
- IMEA Municipality of the Year.
- Source Water Protection Award

Administrator Blackert thanked the Aldermen, and Department heads for their work on the budget.

A motion was made by Alderman Kuhlemier, and second by Alderman Logan for the adoption of the FY18 budget.

Alderman Kuhlemier stated that Alderman Logan and he had been in a meeting with Standard and Poor's, and the City is in a strong position. The credit goes to Administrator Blackert, and the City workers.

**Vote 7 aye, motion carried**

#### **City Engineer Brian Frickenstein**

Brian Frickenstein informed the Council that about 40 loads of black dirt has been added to the RB&W District site. Trees have been planted, and laying sod will be next.

A motion was made by Alderman Reitzel and second by Alderman Schuneman for the approval of the Engineering Services agreement for the Galt Avenue road project. Design phase engineering not to exceed \$15,000, and construction engineering not to exceed \$14,000.

**Vote 7 aye, motion carried**

## **Department Heads:**

Mayor Wescott acknowledged the work that the Police Department has done since the events that happened downtown on Saturday. The City is blessed to have the leadership of Chief Tammy Nelson, as well as the detectives, and all of the officers involved. No one wants it, but our Police acted in a professional, and expedient manner. Our Department also received the support of other departments from around the area.

### **Building Department - Mark Searing**

A motion was made by Alderman Snow and second by Alderman Schuneman for the approval of the recommendation from the Building Code Committee to accept the lawn maintenance bid from Burger Brothers Trucking and Excavating. P.O. Box 107 Rock Falls, Illinois.

Attorney Reese asked about the justification for not accepting the bid of the low bidder. Administrator Blackert and Alderman Kleckler explained that the low bidder was not responsible as the bid was far too low to mow as bid, not including travel from Davenport Iowa.

**Vote 7 aye, motion carried**

Inspector Searing informed the Council the Building Permit for Dunkin Donuts has been approved, and the location should be staked out for construction by the end of the week.

### **Water Department - Ted Padilla**

A motion was made by Alderman Snow and second by Alderman Schuneman for the approval of the purchase of commercial water meters from Ferguson Waterworks 1720 State Street Dekalb, Illinois in the amount of \$22,438.19. Superintendent Padilla informed the Council that these are larger meters for customers over 2000 units.

**Vote 7 aye, motion carried**

Superintendent Padilla presented the Council with a plumbing survey that was sent out to all residents. When they were sent out only 400 were returned out of 4000. The EPA is requiring that the Water department do inspections for cross connections, and collect information about the material of the service lines.

### **Tourism - Janell Loos**

A motion was made by Alderman Schuneman and second by Alderman Logan for the approval Façade Improvement Grant Application with revisions to the map adding 5<sup>th</sup> Avenue from west 2<sup>nd</sup> Street to west 3<sup>rd</sup> Street.

**Vote 7 aye, motion carried**

### **Committee Reports**

A motion was made by Alderman Reitzel, and second by Alderman Schuneman for the approval of the 2017 road maintenance program.

**Vote 6 aye, 1 nay (Kleckler) motion carried**

## **Ward Reports:**

### **Ward 1:**

Alderman Logan commended the Rock Falls Police Department along with the Police, Fire, and EMS of Rock Falls and area communities that helped during the recent events.

### **Ward 2:**

Alderman Kuhlemier was very proud of the community by their reaction to the event. He also reminds residents that yard waste is picked up free of charge, and it is a good way to dispose of yard waste without making your neighbors mad.

Alderman Brian Snow thanked the residents in the second ward for voting for him and allowing him to serve for another four years. Mr. Snow recommends moving the burning ordinances that did not pass back to the Ordinance Committee. Please call law enforcement if burning is causing a quality of life issue. The Police did a spectacular job handling the incident downtown, and thoughts go out to those that were affected.

### **Ward 3:**

Alderman Schuneman congratulated Jake Junis, and his family for being called up from AAA to the major leagues for Kansas City.

## **Mayor's Report:**

A motion was made by Alderman Folsom, and second by Alderman Schuneman for the approval of **Resolution 2017 - 759** Approving grant of license to use real estate. The property is owned by David Barajas and will be used for the Sesquicentennial Headquarters. The address is 110 West 2<sup>nd</sup> Street. This will be from May through August.

Alderman Kleckler inquired about insurance requirements.

**Vote 7 aye, motion carried**

Senator Neil Anderson, and Tony McCombie will be guests of Mayor Lee at Candlelight Inn in Sterling on April 21<sup>st</sup>.

Saturday May 13<sup>th</sup> is the Sauk Valley Landlord's Association City Cleanup to be held at the RB&W parking lot. All types of TVs will be accepted.

Channel 5 has a picture of a "Mi-Tech" vehicle. These vehicles are in town doing mapping of the City for as part of the municipal broadband implementation.

Mayor Wescott wishes his brother Jeff Wescott a happy 60<sup>th</sup> birthday and happy retirement from a wonderful career. He worked for the City for 36 years, and is retiring on National Lineman's Day.

## **Executive Session**

A motion was made by Alderman Snow, and second by Alderman Reitzel to enter executive session for Personnel Section 2(c)(1) and Collective Bargaining Section 2(c) 2.

**Vote 7 aye, motion carried**

City Council enters executive session at 7:38pm

City Council returns to regular session at 8:07pm

**Any action taken from Executive Session:**



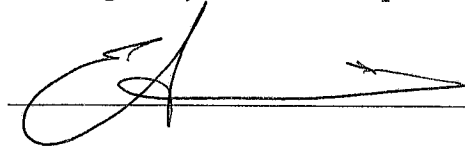
A motion was made by Alderman Snow, and second by Alderman Reitzel for the adoption of **Ordinance 2017-2313** Authorizing execution of a Collective Bargaining Agreement 2017-2020 with the FOP Lodge 215.

**Vote 7 aye, motion carried**

With nothing else for the good of the Council a motion was made by Alderman Snow and second by Alderman Reitzel to adjourn the meeting at 7:16pm.

**Viva Voce Vote, motion carried**

Meeting is adjourned at 8:09pm

A handwritten signature in black ink, appearing to be 'Eric Arduini', written over a horizontal line.

Eric Arduini, City Clerk



CITY OF ROCK FALLS

Rock Falls, Illinois May 2, 2017

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		\$3,513.27
Tourism		\$3,338.78
General Fund		\$50,192.13
Tax Increment Financing		\$0.00
Industrial Development		\$0.00
Electric	Electric O & M	\$83,983.19
Broadband Fund		\$0.00
GIS/IT Fund		\$0.00
Sewer	Sewer Revenue/O & M	\$16,972.57
Water	Water Revenue/O & M	\$12,676.07
Garbage		\$142.49
Customer Service Center		\$1,067.99
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$0.00
Safe Passage/Non Evidentiary		\$0.00
Motor Fuel Tax		\$15,459.73
Customer Utility Deposits		\$519.01
		<u>\$187,865.23</u>

Alderman Kuhlemier  
Alderman Logan  
Alderman Kleckler

DATE: 04/27/2017  
 TIME: 14:31:39  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/28/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
T0004266	SMOKE 'N GUNS		1,000.00
	R F SESQUICENTENNIAL FUND		1,000.00
TOURISM			
05	TOURISM		
200	COM ED	2,117.38	37.97
5032	COMCAST	2,047.53	5.24
5178	COMCAST BUSINESS	2,527.78	36.12
	TOURISM		79.33
GENERAL FUND			
01	ADMINISTRATION		
4310	PITNEY BOWES	5,053.39	1,500.00
5032	COMCAST	2,047.53	5.24
5148	RETAIL ATTRACTIONS LLC	53,120.00	3,600.00
5178	COMCAST BUSINESS	2,527.78	36.12
	ADMINISTRATION		5,141.36
02	CITY ADMINISTRATOR		
5032	COMCAST	2,047.53	2.62
5178	COMCAST BUSINESS	2,527.78	36.12
	CITY ADMINISTRATOR		38.74
04	BUILDING		
5032	COMCAST	2,047.53	10.48
5178	COMCAST BUSINESS	2,527.78	72.32
	BUILDING		82.80
05	CITY CLERK'S OFFICE		

INVOICES DUE ON/BEFORE 04/28/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
5032	COMCAST	2,047.53	10.48
5087	ERIC ARDUINI	1,914.84	121.98
5178	COMCAST BUSINESS	2,527.78	72.30
829	SELF HELP ENTERPRISE	686.00	50.00
	CITY CLERK'S OFFICE		254.76
06	POLICE		
1165	COMPLETE ELECTRICAL CONTR. INC	47,355.37	510.00
1448	IL DEPT OF CENTRAL MGMT SERV	4,118.36	1,354.14
1622	C.O.P.S. TESTING SERVICE, INC.	4,290.00	2,130.00
5032	COMCAST	2,047.53	81.17
5178	COMCAST BUSINESS	2,527.78	144.50
55	ARAMARK UNIFORM SERVICES, INC.	25,809.75	58.66
795	SBM BUSINESS EQUIPMENT CENTER	8,138.90	128.91
	POLICE		4,407.38
10	STREET		
1165	COMPLETE ELECTRICAL CONTR. INC	47,355.37	1,072.55
194	GRUMMERT'S HARDWARE - R.F.	8,667.92	29.68
2606	MIKE'S REPAIR SERVICE	5,919.55	56.24
2771	PAETEC	3,465.59	75.56
337	GARAGE DOOR SPECIALISTS	17,448.75	166.50
4201	JESSE'S TOWING & SERVICE	467.00	15.00
4207	O'REILLY AUTOMOTIVE INC	7,997.87	7.49
4528	MODERN SHOE SHOP	2,643.38	220.49
4608	SCHULER MOTORS, INC.		40.75
5032	COMCAST	2,047.53	5.24
5110	KUNES COUNTRY AUTO GROUP	11,366.87	57.13
5178	COMCAST BUSINESS	2,527.78	36.12
5181	ENVIRONMENTAL SAFETY INC	837.90	877.80
529	LAWSON PRODUCTS, INC.	3,878.96	159.88
55	ARAMARK UNIFORM SERVICES, INC.	25,809.75	126.33
631	MURRAY & SONS EXCAVATING, INC	126,286.99	7,576.25
	STREET		10,523.01
12	PUBLIC PROPERTY		

INVOICES DUE ON/BEFORE 04/28/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
12	PUBLIC PROPERTY		
T0000826	FIREHOUSE MINISTRIES	15,096.86	392.85
	PUBLIC PROPERTY		392.85
13	FIRE		
2244	SCHREINER'S EXPRESS LUBE	523.17	36.86
4207	O'REILLY AUTOMOTIVE INC	7,997.87	9.99
5032	COMCAST	2,047.53	18.35
5178	COMCAST BUSINESS	2,527.78	108.38
5187	MARK MCPHILLIPS	36.80	65.07
	FIRE		238.65
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	125,347.54	254.00
	BUILDING CODE DEMOLITION FUND		254.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1527	RESCO	45,452.90	211.40
1702	INTERSTATE ALL BATTERY CENTER	1,769.25	257.90
194	GRUMMERT'S HARDWARE - R.F.	8,667.92	68.46
2631	HOUSE'S TRUCK & AUTO REPAIR	42,209.66	493.26
2771	PAETEC	3,465.59	161.84
4207	O'REILLY AUTOMOTIVE INC	7,997.87	59.45
4215	POWER LINE SUPPLY	13,242.52	33.00
4626	ENGEL ELECTRIC CO.	26,359.09	3,912.77
4987	GREG JOHNSON		375.00
5032	COMCAST	2,047.53	26.22
5099	JEREMIAH NICHOLS		425.00
5178	COMCAST BUSINESS	2,527.78	72.36
55	ARAMARK UNIFORM SERVICES, INC.	25,809.75	231.36
795	SBM BUSINESS EQUIPMENT CENTER	8,138.90	256.84
T0001695			15.00
T0001901			240.20
T0002819	MILLEDGEVILLE FARMERS ELEV CO	1,347.97	1,156.61

INVOICES DUE ON/BEFORE 04/28/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
T0004262	[REDACTED]		145.00
	OPERATION & MAINTENANCE		8,141.67
SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	COMPLETE ELECTRICAL CONTR. INC	47,355.37	1,203.00
2451	MENARDS	5,631.05	48.71
2517	PRAIRIE HILL RDF	9,646.98	824.20
2713	COLUMBIA PIPE & SUPPLY CO.	944.66	2,734.24
4119	USA BLUE BOOK	11,294.86	255.53
4207	O'REILLY AUTOMOTIVE INC	7,997.87	5.18
4210	NCL OF WISCONSIN	170.61	828.41
4655	WHEELHOUSE, INC.	11,949.13	366.50
4866	LOESCHER	36,195.09	1,363.78
5032	COMCAST	2,047.53	18.35
5139	SUBURBAN LABORATORIES, INC.	6,137.50	526.00
5178	COMCAST BUSINESS	2,527.78	36.12
T0004264	NORTHWEST ILLINOIS AUTO GLASS		50.00
	OPERATION & MAINTENANCE		8,260.02
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	410,405.40	2,159.90
4361	FERGUSON WATERWORKS #2516	108,771.92	2,782.35
	WATER		4,942.25
48	OPERATION & MAINTENANCE		
2771	PAETEC	3,465.59	73.79
34	ALTORFER INC.	229,736.42	16.72
423	AT&T	23,383.74	369.91
4361	FERGUSON WATERWORKS #2516	108,771.92	875.25
5032	COMCAST	2,047.53	13.11
5110	KUNES COUNTRY AUTO GROUP	11,366.87	66.14
5178	COMCAST BUSINESS	2,527.78	36.12
	OPERATION & MAINTENANCE		1,451.04

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/28/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	407,090.67	82.50
	GARBAGE		82.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2688	STAPLES CREDIT PLAN	1,917.54	321.06
4310	PITNEY BOWES	5,053.39	10.00
5032	COMCAST	2,047.53	18.35
5178	COMCAST BUSINESS	2,527.78	72.32
771	PINNEY PRINTING CO	9,568.29	242.79
	CUSTOMER SERVICE CENTER		664.52
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5183	COMPASS MINERALS AMERICA	63,088.50	3,880.73
	MOTOR FUEL TAX		3,880.73
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4620	TRI-COUNTY OPP COUNCIL	4,661.66	125.97
T0004263			126.58
T0004265			16.46
	CUSTOMER UTILITY DEPOSITS		269.01
	TOTAL ALL DEPARTMENTS		50,104.62



DATE: 04/20/2017  
 TIME: 16:34:59  
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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/21/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
172	CITY OF ROCK FALLS	5,557.76	18.86
5015	CARD SERVICE CENTER	76,007.52	2,136.00
771	PINNEY PRINTING CO	9,399.88	168.41
T0004260	SAUK VALLEY SUN		190.00
	R F SESQUICENTENNIAL FUND		2,513.27
TOURISM			
05	TOURISM		
1493	WILLIAM & MARY COMPUTER CENTER	46,756.73	116.00
2528	OUTFRONT MEDIA	14,575.00	1,325.00
5015	CARD SERVICE CENTER	76,007.52	1,313.69
5032	COMCAST	1,832.73	4.76
T0004016	STERLING ROCK FALLS	500.00	500.00
	TOURISM		3,259.45
GENERAL FUND			
01	ADMINISTRATION		
172	CITY OF ROCK FALLS	5,557.76	1.84
4190	ROCK FALLS AMERICAN LEGION		20.00
4331	CIRCUIT CLERK OF LEE COUNTY	3,885.00	1,500.00
5015	CARD SERVICE CENTER	76,007.52	50.20
5032	COMCAST	1,832.73	4.76
957	MONTMORENCY/COLOMA DRAINAGE		5,000.00
T0002046	GIESON MOTORSPORTS	247.24	1,393.91
T0004261	ELITE AUTO SALES		35.00
	ADMINISTRATION		8,005.71
02	CITY ADMINISTRATOR		
5032	COMCAST	1,832.73	2.38
	CITY ADMINISTRATOR		2.38
04	BUILDING		

DATE: 04/20/2017  
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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/21/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
04	BUILDING		
172	CITY OF ROCK FALLS	5,557.76	35.54
5015	CARD SERVICE CENTER	76,007.52	61.45
5032	COMCAST	1,832.73	9.51
837	SHELL	66,014.70	107.60
	BUILDING		214.10
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS	5,557.76	63.25
440	ILLINOIS MUNICIPAL UTILITIES	9,178.50	54.04
459	IIMC		160.00
5015	CARD SERVICE CENTER	76,007.52	47.42
5032	COMCAST	1,832.73	9.51
	CITY CLERK'S OFFICE		334.22
06	POLICE		
172	CITY OF ROCK FALLS	5,557.76	11.84
182	CITY OF STERLING	1,500.00	390.46
364	GRUMMERTS HARDWARE - STERLING	1,420.16	76.48
440	ILLINOIS MUNICIPAL UTILITIES	9,178.50	702.48
4422	SOS TECHNOLOGIES	158.35	158.35
4692	PANTHER UNIFORMS, INC.	4,386.68	1,767.29
4796	VERIZON WIRELESS	16,536.19	538.33
5015	CARD SERVICE CENTER	76,007.52	1,251.80
5032	COMCAST	1,832.73	73.63
5147	ID NETWORKS		2,995.00
651	NICOR	53,863.30	118.22
837	SHELL	66,014.70	2,221.43
	POLICE		10,305.31
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	5,557.76	16.98
4929	TIMOTHY J SLAVIN	7,150.00	650.00
	CODE HEARING DEPARTMENT		666.98

INVOICES DUE ON/BEFORE 04/21/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	8,608.27	21.56
2606	MIKE'S REPAIR SERVICE	3,288.31	2,631.24
2985	WALMART COMMUNITY/GEMB	7,687.48	37.56
4796	VERIZON WIRELESS	16,536.19	62.62
4963	CUSTOM PRODUCTS CORP	4,478.33	1,759.98
5032	COMCAST	1,832.73	4.76
55	ARAMARK UNIFORM SERVICES, INC.	24,901.37	238.98
837	SHELL	66,014.70	555.85
	STREET		5,312.55
12	PUBLIC PROPERTY		
1052	SAUK VALLEY MEDIA	17,966.90	573.30
332	FYR-FYTER, INC.	1,330.80	56.45
423	AT&T	22,571.90	233.13
5015	CARD SERVICE CENTER	76,007.52	75.22
T0000826	FIREHOUSE MINISTRIES	15,048.94	47.92
	PUBLIC PROPERTY		986.02
13	FIRE		
172	CITY OF ROCK FALLS	5,557.76	6.19
194	GRUMMERT'S HARDWARE - R.F.	8,608.27	29.56
2509	RENNERT'S FIRE EQUIPMENT	365.86	1,115.98
2985	WALMART COMMUNITY/GEMB	7,687.48	321.02
4385	DINGES FIRE COMPANY	6,448.23	135.92
5015	CARD SERVICE CENTER	76,007.52	337.46
5032	COMCAST	1,832.73	36.54
5187	MARK MCPHILLIPS		36.80
651	NICOR	53,863.30	354.65
837	SHELL	66,014.70	547.01
T0003424	BLULINE		108.99
	FIRE		3,030.12
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
172	CITY OF ROCK FALLS	5,557.76	1.19
	BUILDING CODE DEMOLITION FUND		1.19

INVOICES DUE ON/BEFORE 04/21/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	3,314.38	401.45
172	CITY OF ROCK FALLS	5,557.76	7.97
219	CRESCENT ELECTRIC	1,179.46	35.09
2985	WALMART COMMUNITY/GEMB	7,687.48	100.40
31	ALTEC INDUSTRIES, INC.	7,538.42	442.35
34	ALTORFER INC.	228,893.34	586.00
423	AT&T	22,571.90	112.10
440	ILLINOIS MUNICIPAL UTILITIES	9,178.50	594.41
4471	CREATIVE CUISINE	312.60	42.24
4620	TRI-COUNTY OPP COUNCIL	4,577.20	84.46
4796	VERIZON WIRELESS	16,536.19	474.80
5015	CARD SERVICE CENTER	76,007.52	1,658.80
5032	COMCAST	1,832.73	23.78
5184	TARLTON CONCRETE RESTORATION		47,000.00
5186	HODGE COMPANY		224.78
55	ARAMARK UNIFORM SERVICES, INC.	24,901.37	470.44
66	STERLING CHEVROLET CO.	1,450.90	21,890.00
837	SHELL	66,014.70	1,655.29
T0004258	AMOS FINANCIAL		37.16
	OPERATION & MAINTENANCE		75,841.52
SEWER FUND			
38	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS	5,557.76	10.37
200	COM ED	1,972.38	145.00
2985	WALMART COMMUNITY/GEMB	7,687.48	217.93
34	ALTORFER INC.	228,893.34	257.08
4207	O'REILLY AUTOMOTIVE INC	7,850.06	147.81
423	AT&T	22,571.90	466.61
4446	MORING DISPOSAL, INC.	406,340.67	750.00
4796	VERIZON WIRELESS	16,536.19	222.03
5015	CARD SERVICE CENTER	76,007.52	201.86
5032	COMCAST	1,832.73	16.64
5131	METROPOLITAN INDUSTRIES, INC.	9,125.17	350.00
651	NICOR	53,863.30	5,600.72
837	SHELL	66,014.70	326.50
	OPERATION & MAINTENANCE		8,712.55
WATER FUND			

INVOICES DUE ON/BEFORE 04/21/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
WATER FUND			
48	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	46,756.73	95.00
172	CITY OF ROCK FALLS	5,557.76	10.14
194	GRUMMERT'S HARDWARE - R.F.	8,608.27	8.53
2985	WALMART COMMUNITY/GEMB	7,687.48	57.68
3107	CULVER'S	340.17	67.98
332	FYR-FYTER, INC.	1,330.80	263.20
4141	JEFF BEHRENS EXCAVATING	38,595.00	675.00
4361	FERGUSON WATERWORKS #2516	106,383.08	2,388.84
5015	CARD SERVICE CENTER	76,007.52	568.52
5032	COMCAST	1,832.73	11.89
5151	LEE JENSEN SALES CO, INC.	37,259.46	1,444.78
533	ELECTRONICS, INC.	10,824.06	48.42
55	ARAMARK UNIFORM SERVICES, INC.	24,901.37	198.96
67	B & D SUPPLY CO.	6,775.78	125.20
837	SHELL	66,014.70	318.64
	OPERATION & MAINTENANCE		6,282.78
GARBAGE FUND			
50	GARBAGE		
5015	CARD SERVICE CENTER	76,007.52	59.99
	GARBAGE		59.99
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS	5,557.76	278.76
440	ILLINOIS MUNICIPAL UTILITIES	9,178.50	108.07
5032	COMCAST	1,832.73	16.64
	CUSTOMER SERVICE CENTER		403.47
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5183	COMPASS MINERALS AMERICA	51,509.50	11,579.00
	MOTOR FUEL TAX		11,579.00

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/21/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4668	NORTHERN ILLINOIS TRANSIT, INC		100.00
T0004259	[REDACTED]		150.00
	CUSTOMER UTILITY DEPOSITS		250.00
TOTAL ALL DEPARTMENTS			137,760.61

RESOLUTION 2017 - 760

2017 Bridge the Community Run

*WHEREAS*, the Bridge the Community Committee in the City of Rock Falls, which is sponsoring an event constitutes a public purpose;

*WHEREAS*, this marathon will require the temporary closure of Route 40, a State Highway in the City of Rock Falls from Second Street to the Route 40 Bridge, and said temporary closure as designated, is requested of the Department of Transportation.

*NOW, THEREFORE, BE IT RESOLVED BY THE* City Council of the City of Rock Falls, Illinois that permission to close off Route 40 as above designated, be requested of the Department of Transportation.

*BE IT FURTHER RESOLVED*, which this closure shall occur during the approximate time period between 7:30 a.m. to 10:00 a.m. on Saturday, September 16th, 2017.

*BE IT FURTHER RESOLVED*, that this closure is for the public purpose of a 5K and 10K Run.

*BE IT FURTHER RESOLVED*, that traffic from that closed portion of the highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of traffic.) The detour route shall be as follows:

West on 2<sup>nd</sup> Street to 12<sup>th</sup> Avenue, North on 12<sup>th</sup> Ave. and across the bridge into Sterling, Illinois.

*BE IT FURTHER RESOLVED*, that the City of Rock Falls assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

*BE IT FURTHER RESOLVED*, that the police officers or authorized flaggers shall be at the expense of the City and shall be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

*BE IT FURTHER RESOLVED*, that all debris shall be removed by the City of Rock Falls prior to the reopening of the State Highway.

*BE IT FURTHER RESOLVED*, that such signs, flags, barricades, etc., shall be used by the City as may be approved by the Illinois Department of Transportation. These items shall be provided by the City.

*BE IT FURTHER RESOLVED*, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

*BE IT FURTHER RESOLVED*, that the City hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by closing described above.

*BE IT FURTHER RESOLVED*, that the City of Rock Falls shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which as the Illinois Department of Transportation and its officials, employees and agents as insured and which protects them from all claims arising from the requested road closing.

*BE IT FURTHER RESOLVED*, that a copy of the Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

*Adopted by the City Council of the City of Rock Falls on this 2<sup>nd</sup> day of May, 2017.*

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William B. Wescott, Mayor

ATTEST:

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Eric Arduini, City Clerk



RESOLUTION 2017 - 761

Rock Falls Sesquicentennial Parade

*WHEREAS*, the Rock Falls Sesquicentennial Committee is sponsoring a Parade in the City of Rock Falls which event constitutes a public purpose;

*WHEREAS*, this parade will require the temporary closure of Route 40, a State Highway in the City of Rock Falls from Eleventh Street and across the Route 40 Bridge to Sterling, and said temporary closure as designated, is requested of the Department of Transportation.

*NOW, THEREFORE, BE IT RESOLVED BY THE* City Council of the City of Rock Falls, Illinois that permission to close off Route 40 as above designated, be requested of the Department of Transportation.

*BE IT FURTHER RESOLVED*, that this closure shall occur during the approximate time period between 10:00 a.m. to 2:00 p.m. on Saturday, August 5<sup>th</sup>, 2017.

*BE IT FURTHER RESOLVED*, that this closure is for the public purpose of a Parade.

*BE IT FURTHER RESOLVED*, that traffic from that closed portion of the highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of traffic.) The detour route shall be as follows:

West on 12<sup>th</sup> Street to 8<sup>th</sup> Avenue, North on 8<sup>th</sup> Avenue to West 10<sup>th</sup> Street, West on West 10<sup>th</sup> Street to 12<sup>th</sup> Avenue, North on 12<sup>th</sup> Avenue and across the bridge into Sterling, Illinois.

Southbound traffic will be detoured to the Avenue G Bridge as stated in the closure coordination document from Sterling, Illinois labelled Exhibit 1

*BE IT FURTHER RESOLVED*, that the City of Rock Falls assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

*BE IT FURTHER RESOLVED*, that the police officers or authorized flaggers shall be at the expense of the City and shall be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

*BE IT FURTHER RESOLVED*, that all debris shall be removed by the City of Rock Falls prior to the reopening of the State Highway.

*BE IT FURTHER RESOLVED*, that such signs, flags, barricades, etc., shall be used by the City as may be approved by the Illinois Department of Transportation. These items shall be provided by the City.

*BE IT FURTHER RESOLVED*, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

*BE IT FURTHER RESOLVED*, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions shall be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

*BE IT FURTHER RESOLVED*, that the City hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by closing described above.

*BE IT FURTHER RESOLVED*, that the City of Rock Falls shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which as the Illinois Department of Transportation and its officials, employees and agents as insured and which protects them from all claims arising from the requested road closing.

*BE IT FURTHER RESOLVED*, that a copy of the Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

*Adopted by the City Council of the City of Rock Falls on this 2nd day of May, 2017.*

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William B. Wescott, Mayor

ATTEST:

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Eric Arduini, City Clerk

RESOLUTION 2017 - 762

2017 Fiesta Day Parade

*WHEREAS*, the Twin Cities Fiesta Committee is sponsoring a Parade in the City of Rock Falls which event constitutes a public purpose;

*WHEREAS*, this parade will require the temporary closure of Route 40, a State Highway in the City of Rock Falls from First Street to Eleventh Street, and said temporary closure as designated, is requested of the Department of Transportation.

*NOW, THEREFORE, BE IT RESOLVED BY THE* City Council of the City of Rock Falls, Illinois that permission to close off Route 40 as above designated, be requested of the Department of Transportation.

*BE IT FURTHER RESOLVED*, that this closure shall occur during the approximate time period between 11:30 a.m. to 3:30 p.m. on Saturday, September 16, 2017.

*BE IT FURTHER RESOLVED*, that this closure is for the public purpose of a Parade.

*BE IT FURTHER RESOLVED*, that traffic from that closed portion of the highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of traffic.) The detour route shall be as follows:

West on 12<sup>th</sup> Street to 8<sup>th</sup> Avenue, North on 8<sup>th</sup> Avenue to West 2<sup>nd</sup> Street, West on West 2<sup>nd</sup> Street to 12<sup>th</sup> Avenue, North on 12<sup>th</sup> Avenue and across the bridge into Sterling, Illinois.

*BE IT FURTHER RESOLVED*, that the City of Rock Falls assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

*BE IT FURTHER RESOLVED*, that the police officers or authorized flaggers shall be at the expense of the City and shall be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

*BE IT FURTHER RESOLVED*, that all debris shall be removed by the City of Rock Falls prior to the reopening of the State Highway.

*BE IT FURTHER RESOLVED*, that such signs, flags, barricades, etc., shall be used by the City as may be approved by the Illinois Department of Transportation. These items shall be provided by the City.

*BE IT FURTHER RESOLVED*, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

*BE IT FURTHER RESOLVED*, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions shall be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

*BE IT FURTHER RESOLVED*, that the City hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by closing described above.

*BE IT FURTHER RESOLVED*, that the City of Rock Falls shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which as the Illinois Department of Transportation and its officials, employees and agents as insured and which protects them from all claims arising from the requested road closing.

*BE IT FURTHER RESOLVED*, that a copy of the Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

*Adopted by the City Council of the City of Rock Falls on this 2nd day of May, 2017.*

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William B. Wescott, Mayor

ATTEST:

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Eric Arduini, City Clerk

**RESOLUTION 2017-764**  
**Twin City Holiday Parade**

WHEREAS, the Rock Falls Chamber of Commerce is sponsoring a Twin City Holiday Parade in the Cities of Rock Falls and Sterling which event constitutes a public purpose;

WHEREAS, this parade will require the temporary closure of Route 40, a State Highway in the City of Rock Falls from the 1<sup>st</sup> Avenue Bridge south to 5th Street, and said temporary closure as designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 12:00 p.m. to 3:00 p.m. on Saturday, November 18th, 2017.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a Parade.

BE IT FURTHER RESOLVED, that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of traffic.)\* The detour route shall be as follows:

**Northbound** - Will be diverted as follows;

Westbound on West 10<sup>th</sup> Street to 12<sup>th</sup> Avenue.

\* To be used when appropriate.

BE IT FURTHER RESOLVED that the City of Rock Falls assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED that the police officers or authorized flaggers shall at the expense of the City be positioned at each end of the closed section and at other

points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Rock Falls prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City as may be approved by the Illinois Department of Transportation. These items shall be provided by the City.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions shall be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED that the City hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, that the City of Rock Falls shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which as the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

Approved by the Mayor of the City of Rock Falls this 2<sup>nd</sup> day of May, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Municipal Clerk

Aldermen Voting Aye

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Alderman Voting Nay

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FINAL PLAT  
OF

# "BENCHMARK PHASE III-B"

A SUBDIVISION OF PART OF LOTS 2 & 3  
OF THE SUBDIVISION OF THE  
THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26  
TOWNSHIP 21 NORTH (T21N), RANGE 7 EAST (R7E)  
FOURTH PRINCIPAL MERIDIAN (4TH PM)  
CITY OF ROCK FALLS  
WHITESIDE COUNTY, ILLINOIS

2017

SURVEYOR'S CERTIFICATE

State of Illinois }  
County of Whiteside } SS  
I, William E. Holt, hereby certify that I am a duly Licensed Professional Land Surveyor in the State of Illinois, and that at the request of the owner of the land described herein, I have surveyed, subdivided and plotted the land shown hereon to be hereafter known as "BENCHMARK PHASE III-B", being a subdivision of part of Lots 2 & 3 of the Subdivision of the Southwest Quarter (SW 1/4) of Section 26, Township 21 North (T21N), Range 7 East (R7E) of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, according to the plat thereof recorded in Plat Book 4 of page 22 in the Office of the Whiteside County Recorder, bounded and described as follows, to wit:

Beginning at the Northwest corner of Lot 1 of "Benchmark Phase III-A", according to the plat thereof recorded as P.L.M. No. 11-26-301-001 in the Office of the Whiteside County Recorder; thence South 55 Degrees 51 Minutes 21 Seconds East, along the Eastern extension of the North line thereof, a distance of 434.55 feet to the South 12 Degrees 30 Minutes 04 Seconds East, a distance of 230.47 feet to the South line of said Lot 2; thence North 55 Degrees 30 Minutes 30 Seconds West, along the South line of said Lot 2, E. C. at a distance of 452.65 feet to the Southeast corner of the aforementioned Subdivision; thence North 23 Degrees 07 Minutes 00 Seconds East, along the East line thereof, a distance of 252.76 feet to the Point of Beginning; containing 2.816 acres, more or less.

I Also Certify, that the land contained within this subdivision lies entirely within the corporate limits of the City of Rock Falls, Whiteside County, Illinois.

I Also Certify, that no part of the land contained within this subdivision lies within a 100 year flood zone, as identified by the Federal Emergency Management Agency.

I Further Certify, that to the best of my knowledge and belief, the foregoing plat is in conformity with Chapter 705 ILCS 205/2 of the Illinois Compiled Statutes, that all monuments and markers used as shown hereon, and that of discontinued and possible details are correct as shown hereon. Inasmuch as the fact of the existence of a road, "Survey" all angles are in degrees, minutes and seconds and are referred to MAGS Horizontal datum.

In Witness Whereof, I have hereunto set my hand and seal this \_\_\_ day of \_\_\_\_\_, 2017 CE.

WILLIAM E. HOLT  
Whiteside Professional Land Surveyor  
No. 33-2084  
License Renewed November 30, 2018



OWNER'S CERTIFICATE

State of Illinois }  
County of Whiteside } SS

Pursuant to Chapter 705 ILCS 205/2 of the Illinois Compiled Statutes, we, Ronald G. Gerken and the Ronald G. Gerken Trust, No. 87-101220, Owners of the land plotted hereon and to be hereafter known as "BENCHMARK PHASE III-B", do hereby certify that these lands lay entirely within the boundaries of Rock Falls Township, Whiteside County, Illinois, No. 301 and East Colburn-Holmes CEDD No. 20, and I have caused said land to be surveyed, subdivided, and plotted by William E. Holt of Northwest Surveying Services, Inc., a duly Licensed Illinois Professional Land Surveyor, and do hereby acknowledge and accept the same under the signs and title hereon indicated.

Dated this \_\_\_ day of \_\_\_\_\_, 2017 CE.

Ronald G. Gerken, Trustee  
21726 Melroe Road  
Steving, Illinois 61081

ENGINEER & OWNER'S CERTIFICATE

State of Illinois }  
County of Whiteside } SS

Pursuant to Chapter 705 ILCS 205/1 & 2 of the Illinois Compiled Statutes, we, Ronald G. Gerken, Owner of the land plotted hereon and to be hereafter known as "BENCHMARK PHASE III-B", and Kevin E. Myers, P.E., an Illinois Registered Professional Engineer, do hereby certify that, to the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of this subdivision or any part thereof, or that if such surface water drainage will be changed, reasonable provision will be made for the collection and diversion of such surface waters into public areas or ditches which the Subdivision is to use, and that such surface waters have been planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of construction of this subdivision.

Dated this \_\_\_ day of \_\_\_\_\_, 2017 CE.

Ronald G. Gerken, Trustee  
21726 Melroe Road  
Steving, Illinois 61081

Kevin E. Myers, PE  
2 North County Road  
Detroit, IL 62521



ACKNOWLEDGMENT

State of Illinois }  
County of Whiteside } SS

I, \_\_\_\_\_, County Clerk of Whiteside County, Illinois, do hereby certify that Ronald G. Gerken, personally known to me to be the same person whose name is subscribed to the foregoing certificate and proposed plat, appeared before me this day in person and signed and delivered the said certificate and plat for the use and purposes therein set forth in the said certificate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_ day of \_\_\_\_\_, 2017 CE.

Henry Public

PLANNING COMMISSION APPROVAL

We, the members of the Planning Commission for the City of Rock Falls, Whiteside County, Illinois, do hereby approve the Final Plat of "BENCHMARK PHASE III-B", as set forth above and hereon.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_ DAY OF \_\_\_\_\_, 2017 CE.

CITY OF ROCK FALLS  
ACCEPTANCE RESOLUTION

State of Illinois }  
County of Whiteside } SS  
Whereas, pursuant to Chapter 705 ILCS 205/2 of the Illinois Compiled Statutes, the Ronald G. Gerken Trust, Owner of the land plotted hereon and to be hereafter known as "BENCHMARK PHASE III-B", has caused same to be subdivided and plotted as shown hereon, and

Whereas, said lands lay within the Corporate Limits of the City of Rock Falls, Whiteside County, Illinois, and;

Whereas, said Owners have complied with the applicable Ordinances of the City of Rock Falls relating to subdivision, or have produced satisfactory evidence that compliance with said Ordinances will be realized;

Now, Therefore, Be it Resolved by the City Council of the City of Rock Falls, that the plat hereon be accepted and approved, subject to the provisions and applicable Ordinances of the City of Rock Falls, Illinois.

Passed this \_\_\_ day of \_\_\_\_\_, 2017 CE.

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

COUNTY CLERK'S TAX CERTIFICATE

State of Illinois }  
County of Whiteside } SS

This is to certify that I did not delinquent or unpaid current issue or special assessments against the tract of land described in the foregoing certificate.

Dated this \_\_\_ day of \_\_\_\_\_, 2017 CE.

Whiteside County Clerk

COUNTY RECORDER'S CERTIFICATE

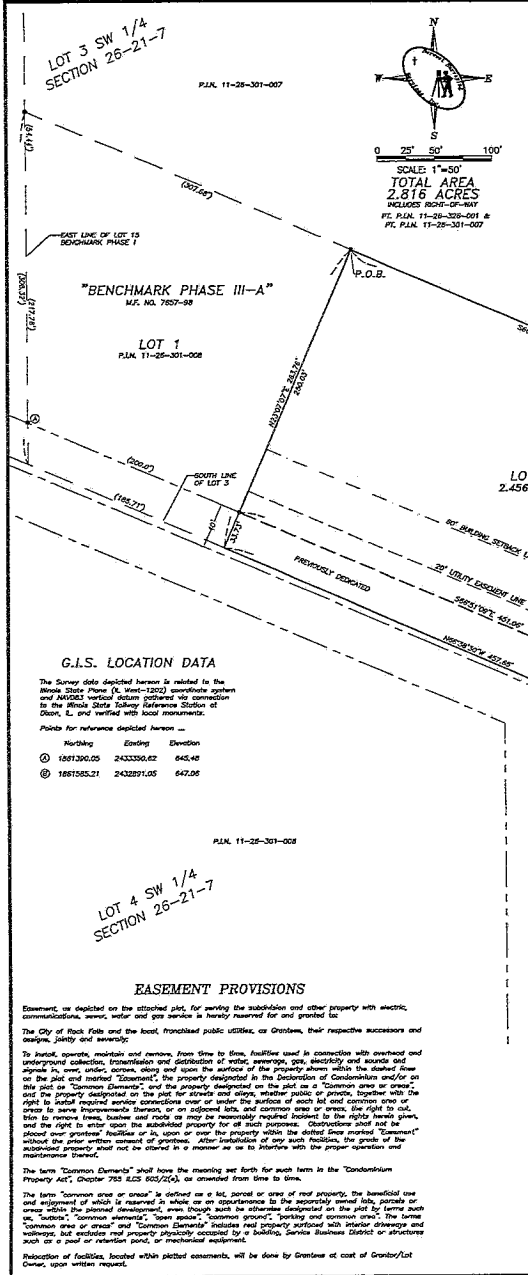
State of Illinois }  
County of Whiteside } SS

Filed for record this \_\_\_ day of \_\_\_\_\_, 2017 CE, at \_\_\_ o'clock, P.M.

as Document No. \_\_\_\_\_

Whiteside County Recorder

LEGEND		NORTHWEST SURVEYING SERVICES, INC. PROFESSIONAL LAND SURVEYORS & LAND PLANNERS	
---	BOUNDARY OF SURVEY	---	BOUNDARY OF SURVEY
---	LOT/PARCEL LINE	---	LOT/PARCEL LINE
---	MOUNDED ZONING	---	MOUNDED ZONING
---	STONE FOUND	---	STONE FOUND
---	SECTION LINE	---	SECTION LINE
---	CHISELED "T"	---	CHISELED "T"
---	PORT OF WAY LINE	---	PORT OF WAY LINE
---	FENCE LINE	---	FENCE LINE
---	BUILDING STRUCK	---	BUILDING STRUCK
---	UTILITY EASEMENT	---	UTILITY EASEMENT
---	DEED/PLAT DIMENSION	---	DEED/PLAT DIMENSION
( )	NOTE: BEARINGS ARE ASSUMED	---	NOTE: BEARINGS ARE ASSUMED



G.I.S. LOCATION DATA

The Survey data depicted hereon is related to the Illinois State Plane (N. West-1202) coordinate system and NAD83 vertical datum obtained via connection to the Illinois State Survey Reference Station at Dixon, IL, and verified with local monuments.

Points for reference depicted hereon --

Northing	Easting	Elevation
1087300.05	2433206.62	645.46
1087585.21	2432975.05	642.02

EASEMENT PROVISIONS

Consent, as depicted on the attached plat, for working the subdivision and other property with electric, communication, sewer, water and gas service is hereby reserved for and granted to:

The City of Rock Falls and the local, franchised public utilities, as Owners, their respective successors and assigns, jointly and severally;

To install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground collection, transmission and distribution of water, sewerage, gas, electricity and acids and alkalis in, over, under, across, along and upon the surface of the property shown within the dashed lines on the plat and marked "Easement", the property designated in the Declaration of Condominium and/or on the plat as "Common Elements" and the property designated on the plat as a "Common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the right to install, repair, replace, maintain, operate or under the surface of each lot and common area or areas to serve improvements hereon, or on adjacent lots, and common area or areas, the right to cut, fill to remove trees, bushes and shrubs as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over "Common Facilities" or in, upon or over the property within the dashed lines marked "Easement" without the prior written consent of the grantor. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 705 ILCS 602.0/2(a), as amended from time to time.

The term "Common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or in part to the property owner, tenants, parties or assigns within the proposed development, even though such be otherwise designated on the plat by terms such as, "Public", "Common elements", "Open space", "Common ground", "Parking and common area". The term "Common area or areas" and "Common Elements" includes real property surfaced with interior drainage and walkways, but excludes real property physically accessed by a building, Service Business District or structure such as a pad or retention pond, or mechanical treatment.

Reduction of facilities located within platted easements, will be done by Easement or Grantor/Lot Owner, upon written request.



PRELIMINARY PLAN  
OF

# "BENCHMARK PHASE III-B"

A SUBDIVISION OF PART OF LOTS 2 & 3  
OF THE SUBDIVISION OF THE  
THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26  
TOWNSHIP 21 NORTH (T21N), RANGE 7 EAST (R7E)  
FOURTH PRINCIPAL MERIDIAN (4TH PM)  
CITY OF ROCK FALLS  
WHITESIDE COUNTY, ILLINOIS

2017

**BOUNDARY DESCRIPTION**

Of Property Described As: Part of Lots 2 & 3 of the Subdivision of the Southwest Quarter (SW 1/4) of Section 26, Township 21 North (T21N), Range 7 East (R7E) of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, according to the plat thereof recorded as Plat Book 4 of page 22 in the Office of the Whiteside County Recorder, bounded and described as follows, to wit:

Division of the Northwest Corner of Lot 1 of Benchmark Phase III-A, according to the plat thereof recorded as M.F. No. 2025-08 in the Office of the Whiteside County Recorder, Thence South 68 Degrees 21 Minutes 23 Seconds East, 64.4 feet to the Center of the South line of the road, a distance of 484.25 feet; Thence South 12 Degrees 33 Minutes 04 Seconds West, a distance of 292.41 feet to the South line of said Lot 2; Thence North 68 Degrees 21 Minutes 23 Seconds West, along the South line of said Lot 2, a distance of 423.25 feet to the Southwest corner of the aforementioned subdivision; Thence North 23 Degrees 07 Minutes 07 Seconds East, along the East line thereof, a distance of 223.78 feet to the Point of Beginning.

Containing 2.816 acres, more or less.

**SURVEYOR'S REPORT**

This plat represents an original boundary & topographic survey of the property described herein and conforms to the current Illinois Minimum Standards for a Boundary & Topographic Survey. The Survey was done, by me or under my direct supervision, at the request of Ronald G. Gerken of Sterling, Illinois.

All measurements made on shown corners, bearings are in Degrees, Minutes and Seconds and are referenced to an assumed datum. Distances are in feet and decimal fractions thereof.

All structural or utility improvements, surface and subsurface, on and adjacent to the site are not necessarily shown. Right-of-Way lines shown herein are a graphic representation only and may not depict the actual location of the public easement.

This Survey includes no investigation or independent search for encumbrances, deed restrictions, restrictive covenants, easements, the existence, or any other facts which an accurate and correct description may disclose.

No warranty is expressed or implied as to compliance with 705/ILCS-205/19 of the Illinois Compiled Statutes.

Dated this \_\_\_ day of \_\_\_\_\_, 2017 C.E.

William E. Hall  
Illinois Professional Land Surveyor  
No. 352-22584  
License Expires November 30, 2018 C.E.



**OWNER/DEVELOPER:**

RONALD G. GERKEN  
21739 MOLINE ROAD  
STERLING, ILLINOIS 61081  
(815) 626-5612

**SURVEYOR/PLANNER:**

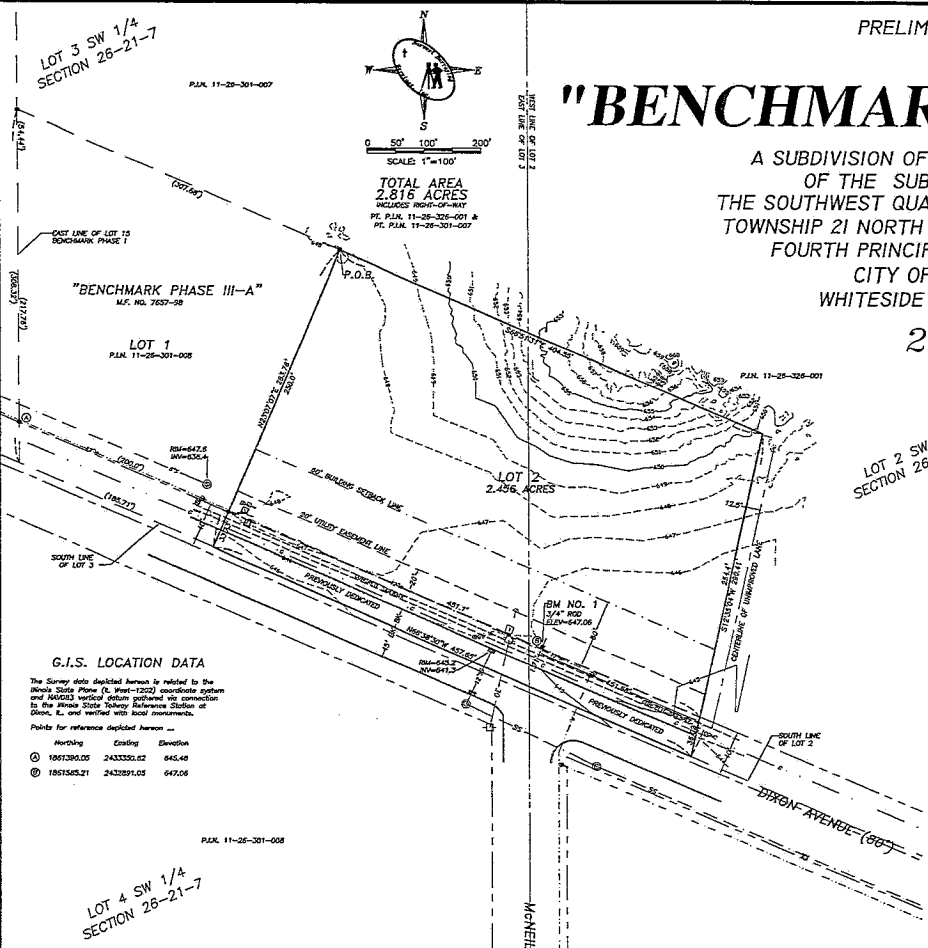
NORWEST SURVEYING SERVICES, INC.  
301 EAST LINCOLNWAY  
MORRISON, ILLINOIS 61270  
(815) 772 - 7179

**PROPOSED DEVELOPMENT:**

1 BUSINESS LOT  
CITY SEWER & WATER

**ZONING:**

EXISTING ZONING B-3 (BUSINESS)



**G.I.S. LOCATION DATA**

The Survey data depicted herein is related to the Illinois State Plane (N. West-1202) coordinate system and NAD83 vertical datum postioned via connection to the Illinois State Tertiary Reference Station at Clark, IL, and verified with local measurements.

Points for reference depicted herein ...

Numbering	Easting	Elevation
① 1861386.05	2433352.52	645.48
② 1861585.21	2432891.05	647.08

PLAN 11-26-301-008

PLAN 11-26-376-002

**LEGEND**

---	BOUNDARY OF SURVEY	⊙	IRON PIPE PEG
---	SECTION LINE	○	IRON PIPE SET
---	RIGHT OF WAY LINE	⊖	REIN. ANCHORMENT
---	CENTER LINE	+	CHISELED "X"
---	BUILDING SETBACK	⊖	TELEPHONE POLE
---	SEE PLAN	⊖	TELEPHONE POLE/STAKE
---	WATER MAIN VALVE	⊖	POWER POLE
---	ELECTRIC LINE	⊖	ELECT. PAD W/TRANS.
---	TELEPHONE LINE	⊖	SEE METEOROLOGICAL
---	WATER SERVICE LINE	⊖	MANHOLE FOR ELECTRIC
---	UNDERGROUND ELECTRIC	⊖	OUT VENT
---	UNDERGROUND TELEPHONE	⊖	ORNAMENTAL LIGHT
---	FENCE LINE	⊖	STREET LIGHT
---	DRAIN LINE/FENCE	⊖	PIERSHAW
---	STORM SEWER VALVE	⊖	MANHOLE
---	SEWERTREN SEWER VALVE	⊖	WATER VALVE
---	RETAINMENT SURFACE	⊖	SEE VALUE
---	BUILDING LINES	⊖	DEEP SILENT
---	CURB AND GUTTER	⊖	RAIL
---	SEWERAGE DRAIN	⊖	WELDRING
---	RETAINMENT WALL	⊖	DOOR
---	CORNER/CLASH	⊖	STAKE
---	SECTIONAL TREE	⊖	SEEK BRANCHES
---	CORNER/CLASH	⊖	PLANTED BRANCHES
---	STUMP	⊖	SEE HEADINGS BRANCHES

**LOCATION PLAN**



CALL JULIE 1-800-892-0123  
WITH THE FOLLOWING: WHITESIDE COUNTY, ILLINOIS  
CITY/TOWNSHIP ROCK FALLS - COLONIA  
SEC. 18 & 19, T21N, R7E, S26-117-1  
CALL 24 Hours Before You Dig  
EXEMPTION SET 1-24-4 1-7-04-VE

UTILITY INFORMATION DEPICTED HEREON IS FROM THE BEST AVAILABLE AVAILABLE AT THE TIME OF THIS SURVEY AND DISCREPANCIES IN THIS INFORMATION MUST BE REPORTED TO THE SURVEYOR PRIOR TO CONSTRUCTION.

**NORWEST SURVEYING SERVICES, INC.**  
PROFESSIONAL LAND SURVEYORS & LAND PLANNERS

PROJECT	DATE	STATUS
BENCHMARK PHASE III-B	201709	FILE
BENCHMARK PHASE III-A	201709	FILE
BENCHMARK PHASE III-C	201709	FILE

ISSUED BY: RONALD G. GERKEN  
DATE: APR 17 2017

**CITY OF ROCK FALLS  
ENGINEERING SERVICES AGREEMENT**

This Agreement for professional engineering services is made between the CITY OF ROCK FALLS, Whiteside County, Illinois ("City"), and WILLETT HOFMANN & ASSOCIATES, INC., 809 East Second Street, Dixon, Illinois ("Engineer"), effective as of the date duly signed and executed by both parties.

1. **Description of Project.** Engineer agrees to perform professional services in connection with the Project as described on Exhibit 1, attached hereto and incorporated herein.

2. **Engineer's Services.** The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.

3. **Compensation.** The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.

4. **Termination.** This Agreement may be terminated by the City upon giving fourteen (14) days notice in writing to the Engineer. Upon such termination, the Engineer shall deliver to the City all drawings, specifications, partial and completed estimates and data, if any, completed pursuant to the Agreement up to the date of termination, with the understanding that all such material becomes the property of the City. The Engineer shall be paid for any services completed and any services partially completed up to the date of termination.

5. **Engineer's Responsibilities.** Engineer shall provide the services required hereunder in a manner consistent with that degree of care and skill ordinarily exercised by engineers under the same or similar circumstances. Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, but shall endeavor to advise the City and act as the City's professional representative in all phases of the project, and will give consultation and advice to the City during the performance of Engineer's services.

6. **City's Responsibilities.** The City shall provide all information reasonably available pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project. The City shall provide access to and make provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform its work under this Agreement. The City shall further give prompt notice to the Engineer whenever the City observes or otherwise becomes aware of any defect in the Project. The City shall obtain approval of all governmental authorities having jurisdiction over the Project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

7. **Indemnification.** Engineer shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the Engineer's services under this Agreement.

8. **Insurance.** Engineer shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Engineer's services under this Agreement. Engineer shall cause the City to be named as an additional insured on such coverage. The minimum coverage limits shall be as follows:

General Liability	
Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$3,000,000
Products – Comp/OP AGG	\$3,000,000
Automobile Liability	
Combined Single Limit (Ea accident)	\$1,000,000
Umbrella Liability	
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
Workers Compensation	Statutory Maximums
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease – Ea Employee	\$1,000,000

9. **Dispute Resolution.** Any claims or disputes between the City and the Engineer arising out of the services provided by the Engineer under this Agreement shall be submitted to non-binding mediation. In the event mediation does not result in resolution of any such dispute or claim, any litigation arising in any way from this Agreement shall be brought in the Circuit Court of the Fourteenth Judicial Circuit, Whiteside County, Illinois. The laws of the State of Illinois will govern the validity of this Agreement, and its interpretation and performance.

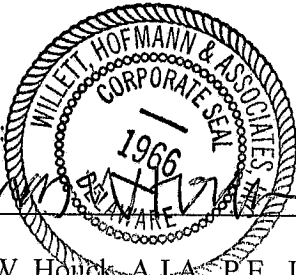
10. Use and Ownership of Documents. All plans, drawings, and specifications prepared by Engineer regarding the Project shall be delivered to the City at the conclusion of the Project and, provided payment has been made to Engineer as provided herein, shall become the sole property of the City.

11. Entire Agreement. This Agreement represents the entire Agreement between the parties and may be amended only by written instrument signed by both parties.

WILLETT HOFMANN & ASSOCIATES, INC.

By Ronald J. Steenken

Ronald J. Steenken, P.E., S.E.  
President & General Manager



ATTEST:

Thomas W. Houck

Thomas W. Houck, A.I.A., P.E., LEED AP BD+C  
Secretary

CITY OF ROCK FALLS, ILLINOIS,

By \_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit 1  
Project Description

The proposed scope includes two project sites, as described below:

- 1) Grinding of a portion of 13<sup>th</sup> Avenue, from W. 17<sup>th</sup> Street to W. 22<sup>nd</sup> Street, followed by a bituminous overlay. Grinding shall be directly adjacent to the existing curb and gutter and is anticipated to be 6 feet to 8 feet in width. The majority of the existing curb and gutter shall remain in place, although isolated spot repairs to the curb and gutter, to consist of complete removal and replacement, are anticipated. It is also expected there will be areas to be patched, by removing unsuitable subgrade material and backfilling with aggregate subgrade improvement, prior to application of the overlay.
  
- 2) Reconstruction of a portion of 5<sup>th</sup> Avenue, from W. 5<sup>th</sup> Street to W. 6<sup>th</sup> Street. Reconstruction shall consist of the core-out and removal of deficient base material below the existing surface, followed by back-filling with crushed aggregate base. A bituminous surface will be installed over the aggregate base. Existing curb and gutter will remain in place along the east side of the project. A saw cut will be made along the west side to delineate the project limit of excavation.

Exhibit 2  
Description of Services

Design Phase Engineering Services

The design phase engineering services will include preparation of plan and profile sheets, typical sections of both proposed roadways, cross sections at appropriate intervals, schedule and summary of quantities, special provisions, contract documents and bid opening.

Construction Phase Engineering Services

The construction engineering services include a pre-construction meeting, construction lay-out and staking, and construction observation through project close-out.

Exhibit 3  
Compensation

We propose to perform the design and construction engineering services for both project sites on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule. The design phase engineering services are estimated to be \$13,500.00. The construction engineering services are estimated to be \$14,500.00.



WILLET HOFMANN  
& ASSOCIATES INC

ENGINEERING ARCHITECTURE LAND SURVEYING

Effective April 2, 2017  
EXHIBIT 4  
GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
Principal Engineering Manager	\$144.00	\$217.00	Regular Rate
Engineering Manager	\$122.00	\$190.00	Regular Rate
Civil Engineer IV	\$112.00	\$174.00	Regular Rate
Civil Engineer III	\$91.00	\$159.00	Regular Rate
Civil Engineering Intern II	\$85.00	\$141.00	Regular Rate
Civil Engineering Intern I	\$76.00	\$116.00	Regular Rate
Principal Architectural Manager	\$118.00	\$183.00	Regular Rate
Architect IV	\$118.00	\$183.00	Regular Rate
Architect III	\$106.00	\$165.00	Regular Rate
Architectural Intern II	\$91.00	\$144.00	Regular Rate
Architectural Intern I	\$76.00	\$119.00	Regular Rate
Prof. Land Surveyor Manager	\$97.00	\$150.00	Regular Rate
Prof. Land Surveyor IV	\$82.00	\$129.00	Regular Rate
Prof. Land Surveyor III	\$73.00	\$116.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$64.00	\$101.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$54.00	\$89.00	Regular Rate
Technician IV	\$73.00	\$113.00	1.3 x Regular Rate
Technician III	\$65.00	\$98.00	1.3 x Regular Rate
Technician II	\$57.00	\$89.00	1.3 x Regular Rate
Technician I	\$51.00	\$80.00	1.3 x Regular Rate
Survey Worker Foreman	\$76.00	\$116.00	1.3 x Regular Rate
Survey Worker	\$57.00	\$92.00	1.3 x Regular Rate
Administrative Assistant	\$45.00	\$77.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period.



**CITY OF ROCK FALLS  
ENGINEERING SERVICES AGREEMENT**

This Agreement for professional engineering services is made between the CITY OF ROCK FALLS, Whiteside County, Illinois ("City"), and WILLETT HOFMANN & ASSOCIATES, INC., 809 East 2<sup>nd</sup> Street, Dixon, Illinois ("Engineer"), effective as of the date duly signed and executed by both parties.

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2. **Engineer's Services.** The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.

3. **Compensation.** The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.

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6. **City's Responsibilities.** The City shall provide all information reasonably available pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project. The City shall provide access to and make provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform its work under this Agreement. The City shall further give prompt notice to the Engineer whenever the City observes or otherwise becomes aware of any defect in the Project. The City shall obtain approval of all governmental authorities having jurisdiction over the Project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

7. **Indemnification.** Engineer shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the Engineer's services under this Agreement.

8. **Insurance.** Engineer shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Engineer's services under this Agreement. Engineer shall cause the City to be named as an additional insured on such coverage. The minimum coverage limits shall be as follows:

General Liability	
Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$3,000,000
Products – Comp/OP AGG	\$3,000,000
Automobile Liability	
Combined Single Limit (Ea accident)	\$1,000,000
Umbrella Liability	
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
Workers Compensation	Statutory Maximums
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease – Ea Employee	\$1,000,000

9. **Dispute Resolution.** Any claims or disputes between the City and the Engineer arising out of the services provided by the Engineer under this Agreement shall be submitted to non-binding mediation. In the event mediation does not result in resolution of any such dispute or claim, any litigation arising in any way from this Agreement shall be brought in the Circuit Court of the Fourteenth Judicial Circuit, Whiteside County, Illinois. The laws of the State of Illinois will govern the validity of this Agreement, and its interpretation and performance.

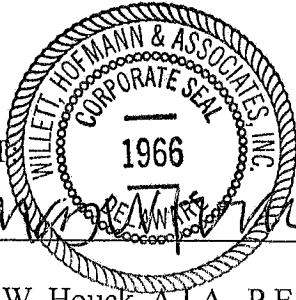
10. **Use and Ownership of Documents.** All plans, drawings, and specifications prepared by Engineer regarding the Project shall be delivered to the City at the conclusion of the Project and, provided payment has been made to Engineer as provided herein, shall become the sole property of the City.

11. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and may be amended only by written instrument signed by both parties.

WILLETT HOFMANN & ASSOCIATES, INC.

By Ronald J. Steenken

Ronald J. Steenken, P.E., S.E.  
President & General Manager



ATTEST

Thomas W. Houck

Thomas W. Houck, A.I.A., P.E., LEED AP BD+C  
Secretary

CITY OF ROCK FALLS, ILLINOIS,

By \_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit 1  
Project Description

The project scope includes the construction of approximately 420 feet of 12" diameter and 30" diameter storm sewer on an easement from Wiker Drive to south end for Heinze Drive south of Selmi Lane.

Exhibit 2  
Description of Services

Design Phase Engineering Services

The design phase engineering services will include preliminary planning and coordination, topographical survey, storm & sanitary invert investigation, and preparation of a construction drawing for the new storm sewer, technical specifications and contract and bidding documents.

ROW & Easement Services

The easement services include the preparation of the easement plats for the portion of the storm sewer the will not be located on existing easements.

Construction Phase Engineering Services

The construction engineering services includes the bidding and award of the project, conducting a pre-construction meeting, construction staking, part-time construction observation and construction administrative service. Project is estimated at 3 weeks @ 12 hours per week

Exhibit 3  
Compensation

We propose to perform the design, easement and construction engineering services for the storm sewer improvements on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule. The estimated engineering fee for each phase is summarized in the table below.

Engineering Fee Schedule

Phase	Cost
Design & Survey	\$9,000
ROW & Easements	\$1,500
Construction	\$3,000
Total	\$13,500



**WILLET HOFMANN**  
 & ASSOCIATES INC  
 ENGINEERING ARCHITECTURE LAND SURVEYING

**EXHIBIT 4**  
**Effective April 2, 2017**

**GENERAL RATES FOR ENGINEERING SERVICES**  
**(FIELD AND OFFICE)**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
Principal Engineering Manager	\$144.00	\$217.00	Regular Rate
Engineering Manager	\$122.00	\$190.00	Regular Rate
Civil Engineer IV	\$112.00	\$174.00	Regular Rate
Civil Engineer III	\$91.00	\$159.00	Regular Rate
Civil Engineering Intern II	\$85.00	\$141.00	Regular Rate
Civil Engineering Intern I	\$76.00	\$116.00	Regular Rate
Principal Architectural Manager	\$118.00	\$183.00	Regular Rate
Architect IV	\$118.00	\$183.00	Regular Rate
Architect III	\$106.00	\$165.00	Regular Rate
Architectural Intern II	\$91.00	\$144.00	Regular Rate
Architectural Intern I	\$76.00	\$119.00	Regular Rate
Prof. Land Surveyor Manager	\$97.00	\$150.00	Regular Rate
Prof. Land Surveyor IV	\$82.00	\$129.00	Regular Rate
Prof. Land Surveyor III	\$73.00	\$116.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$64.00	\$101.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$54.00	\$89.00	Regular Rate
Technician IV	\$73.00	\$113.00	1.3 x Regular Rate
Technician III	\$65.00	\$98.00	1.3 x Regular Rate
Technician II	\$57.00	\$89.00	1.3 x Regular Rate
Technician I	\$51.00	\$80.00	1.3 x Regular Rate
Survey Worker Foreman	\$76.00	\$116.00	1.3 x Regular Rate
Survey Worker	\$57.00	\$92.00	1.3 x Regular Rate
Administrative Assistant	\$45.00	\$77.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period.



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

ALEC MESSINA, DIRECTOR

## Draft for City of Rock Falls Revolving Loan Fund Repository

### INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE CITY OF ROCK FALLS

#### BROWNFIELDS COOPERATIVE AGREEMENT FORMER LIMESTONE BUILDING

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Rock Falls, Illinois (“Rock Falls” or the “City”) and the Illinois Environmental Protection Agency (“Agency” or “Illinois EPA”) (collectively “the Parties”).

WHEREAS, Rock Falls desires to conduct corrective action activities at the former Limestone Building, 200 West 1<sup>st</sup> Street, Rock Falls, Illinois (“Site”), to facilitate asbestos mitigation/corrective action and Site redevelopment, and place the Site back into productive use;

WHEREAS, the Agency has received Brownfields Revolving Loan Fund (RLF) capitalization Grants awarded under CERCLA § 104(k) from the United States Environmental Protection Agency (“USEPA”) pursuant to a Brownfields Cooperative Agreement to assist municipalities in the performance of brownfield remediation, including asbestos mitigation/corrective actions activities and Site redevelopment (“USEPA Funds”);

WHEREAS, the Agency desires to award Rock Falls a portion of the USEPA Funds to pay for asbestos mitigation/corrective action activities at the Site; and

WHEREAS, the purpose of this Agreement is to protect human health and the environment and to redevelop the Site so that it can be placed back into productive use by the performance of asbestos mitigation and corrective action as herein provided;

NOW, THEREFORE, in consideration of the declarations and the covenants set forth herein, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement by reference and made a part hereof.
2. Compliance with Federal Regulations. Rock Falls will carry out all activities under this Agreement in accordance with requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k) (42 U.S.C. § 9604(k)); OMB Circular A-87 for governmental recipients of loans; Uniform Administrative Requirements for Grants and Cooperative Agreement to States and Local Governments (40 C.F.R. Part 31); the National Oil



and Hazardous Substances Contingency Plan ("NCP"), 40 C.F.R. P2.art 300; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4 relating to federally-assisted construction contracts.

Rock Falls agrees to comply with Executive Order 13302 (Feb. 22, 2001, 66 Fed. Reg. 11255) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally-funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government contractors' Relations on Federal and Federally Funded Construction Projects. Rock Falls agrees to comply with federal cross-cutting requirements including, but not limited to MBE/WBE requirements found at 40 C.F.R. Parts 31 and 33; OSHA worker Health & Safety Standards 29 C.F.R. § 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60-4; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 327-333); the Anti-Kickback Act (40 U.S.C. § 276c); and Section 504 of the Rehabilitation Act of 1973, as implemented by Executive Orders 11914 and 11250.

Any and all terms in this Agreement, which are defined in CERCLA and the National Contingency Plan (NCP), shall have the same meaning as in CERCLA and NCP.

Rock Falls certifies that it will conduct the Project Work (defined below) in accordance with the Asbestos Mitigation and Building Demolition Plan (AMBDP) submitted to the Agency as an attachment to the State of Illinois Demolition/Renovation/ Asbestos Project Notification Form, and any amendments thereto approved or required by the Agency, the terms and conditions of this Agreement, and all applicable federal, state and local law.

Rock Falls also certifies that it and, to its knowledge, its contractor(s):

- a) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, municipal, or county (hereafter "public") transactions and/or otherwise prohibited from receiving federal, state and/or other public funds;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or State antitrust laws, or (iii) embezzlement, theft, forgery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated above;
- d) Have not within the preceding three years had a public transaction terminated for cause of default;

- e) Are not potentially liable, or affiliated with any other person that is potentially liable for response costs at the Site through any direct or indirect familial relationship; or any contractual, corporate, or financial relationships; or a reorganized business entity that was potentially liable or otherwise liable under CERCLA § 107(a) (42 U.S.C. § 9607(a)) as a prior owner or operator, or generator or transporter of hazardous substances to the Site and/or otherwise potentially liable under CERCLA § 107;
- f) Shall use Funds only for eligible activities and in compliance with the requirements of CERCLA 104(k) (42 U.S.C. § 9604(k)) and applicable Federal and State laws and regulations;
- g) Is not now, and has not in the past, been subject to any penalties resulting from environmental noncompliance at the Site;
- h) Shall ensure that the cleanup protects human health and the environment; and
- i) Shall document how Funds (defined below) are used in accordance with the terms and conditions of this Agreement.

3. Davis-Bacon Act. Rock Falls, its contractors and subcontractors of every tier, shall carry out all activities performed under this Agreement in accordance with the Davis-Bacon Act of 1931 (CERCLA 104(g)(1), 40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with federal funds in contracts in excess of \$2,000. Rock Falls must obtain recent and applicable wage rates from the U.S. Department of Labor (DOL) and incorporate them into all contracts stemming from this Agreement, and provide contractors with Division of Labor form WH-347 to use for payroll records. Rock Falls must post the DOL Employee Fair compensation Notice at the work Site, along with a list of locally prevailing wage rates. Rock Falls must perform on-site interviews with workers; use US Government Services Administration Standard Form 1445 for recording interviews, and compare payroll records to employee interviews to confirm and document compliance with Davis-Bacon requirements.

More detailed requirements are set forth in Exhibit A attached hereto and incorporated herein.

4. Phase I Assessment. Rock Falls has provided the Agency a copy of a Phase I Environmental Assessment of the Site performed according to the current American Society for Testing and Materials (ASTM) standards. Rock Falls shall be responsible for the payment of all costs and expense related to the assessments and agrees that funds from this Agreement shall not be used for the payment of any cost or expense related to the assessments. The assessments shall include, but are not limited to, Site background, the threat posed by the contaminant(s) to human health, welfare and the environment, all past enforcement activities conducted by any governmental agency, and Site testing to define nature and extent of contamination.

5. Community Relations Plan. Rock Falls has prepared a Community Relations Plan (CRP) with the assistance and cooperation of the Agency. The CRP shall include providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.

6. Asbestos Mitigation and Building Demolition Plan. Rock Falls agrees to accept advice and suggestions from the Agency's Bureau of Air and/or the Bureau of Land, and to incorporate those suggestions or requests for revisions into the AMBDP. The Agency is authorized to change cleanup activities based on comments from the public, any new information required by the Agency, or as otherwise determined by the Agency to be appropriate to protect human health or the environment and/or to comply with applicable law.

7. Schedule and Budget. Rock Falls has submitted to the Agency a performance schedule and budget of estimated costs for all corrective action activities funded by this Agreement. Rock Falls shall pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source, approved by the Agency and USEPA in accordance with 40 CFR 31.24 and other applicable law and USEPA guidelines) of at least 20 percent (i.e., 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable hereunder and under the terms and conditions of the USEPA Agreement and must be supported by adequate documentation.

8. Public Comment. Rock Falls has made the AMBDP available for review and public comment for a period of not less than thirty (30) days from the date of publication of the public notice. After the public comment period, Rock Falls shall prepare a response to the public comments and provide a copy of the response to the Agency.

9. Action Memorandum. An Action Memorandum shall be prepared by the Agency documenting the basis for the corrective action activity. At the request of the Agency, Rock Falls shall submit all information relative to public comments to the Agency in a form prescribed by the Agency, which will enable the Agency to prepare the Action Memorandum.

10. Funds. The Agency agrees to award funds to Rock Falls in an amount not to exceed \$300,000 ("Funds") from the USEPA Funds, subject to the terms and conditions herein, the terms and conditions of the USEPA Agreement (defined below), and the availability and appropriation of sufficient funds, including sufficient funding by USEPA. The Funds are considered a loan to be repaid in accordance with the terms and conditions herein and applicable state and federal law. Any and all Funds paid to Rock Falls hereunder have been or are being provided by USEPA pursuant to the USEPA Agreement.

11. Payment Procedures. Payment of the Funds will be made by reimbursement to Rock Falls for eligible costs incurred to perform the Project Work described in Section 14 of this Agreement and pursuant to the following:

- a) The Agency shall disburse Funds to Rock Falls for eligible costs incurred by Rock Falls, provided those costs are within the scope of work set forth in Section 14 and in the AMBDP, and subject to the terms and conditions of this Agreement, the USEPA Agreement, and all applicable federal and state law, including but not limited to 2 CFR Part 225, 2 CFR Part 200, 2 CFR Part 1500, 40 CFR Part 31, 40 CFR Part 35, and OMB Circular A-87;
- b) To receive Funds, Rock Falls shall submit to the Agency a written request for a disbursement, with documentation, including the activities performed and a breakdown of the costs, sufficient to demonstrate that the costs for which a

disbursement is sought are reasonable, have been incurred by Rock Falls, and were necessary to complete the Project Work. Documentation provided shall include, but not be limited to, the following:

- 1) An identification of the time period for which the activities/services were performed and the costs were incurred;
  - 2) A brief description of the work performed;
  - 3) A breakdown of the activities/services performed cross-referenced to tasks set forth in the AMBDP and/or the Scope of Work set forth below;
  - 4) The names and titles of individuals performing activities/services and the dates and hours worked;
  - 5) Copies of invoices;
  - 6) A list of expenses and/or costs incurred in connection with the activities/services performed; and
  - 7) Such other documentation as required by the Agency or USEPA, including but not limited to, Contractor's Sworn Statements, partial and final lien waivers, Architects or Engineer's certifications of payment, and certified payrolls.
- c) Rock Falls may submit an initial request for disbursement of Funds at any time after the costs for which payment is sought have been incurred. Subsequent requests for disbursements of Funds must be spaced at least 45-days apart, except that Rock Falls may submit a final disbursement request no more than 45-days after the end of the Agreement period;
- d) The Agency shall use the criteria set forth in Section 12 (Cost Criteria) below in determining whether to approve disbursement of Funds for costs included in each request for disbursement of Funds in addition to other criteria for payment provided herein;
- e) The Agency shall send a voucher for payment of an approved request for disbursement of Funds to the Comptroller's office no more than 45-days after receipt of the request;
- f) Following a review of Rock Falls' request for a disbursement of Funds, the Agency shall have the authority to deny a request, or any portion of a request for a Funds disbursement that does not meet all of the requirements of this Section or as otherwise provided under this Agreement or the USEPA Agreement. The Agency shall notify Rock Falls in writing of its denial of a request for a disbursement of Funds within 45-days of its receipt of a request, and the written notification shall include a statement of specific reasons why the request is being denied in whole or in part;

- g) Funds awarded as part of this Agreement must be used within 730 days from the execution of this Agreement and constitute the term period of this Agreement. All approved corrective action activities shall be completed within 12-months following commencement of the activity; and
- h) Notwithstanding any provision herein to the contrary, all payments hereunder are subject to approval by the Agency and USEPA as herein provided, and the availability and appropriation of sufficient funding, including sufficient funding by USEPA.

12. Cost Criteria. The Agency shall consider for payment to Rock Falls, under the terms set forth below, only costs that have been incurred by Rock Falls and that meet the following criteria:

- a) Costs within the scope of the Project Work for which Funds were awarded;
- b) Costs that are reasonable and necessary to complete the Project Work, including, but are not limited to:
  - 1) Cost associated with the Agency's oversight;
  - 2) Costs associated with environmental consultant oversight services;
  - 3) Costs associated with response planning activities necessary to establish corrective action objectives and conduct corrective action;
  - 4) Costs associated with laboratory services necessary to analyze post assessment environmental samples and to establish corrective action objectives;
  - 5) Costs associated with the purchase of non-expendable materials, supplies or tools used for corrective action;
  - 6) Costs associated with removing, mitigating or preventing the release, threatened release or suspected release of hazardous substances, pollutants or contaminants; and
  - 7) Costs associated with monitoring activities, including confirmation sampling and analysis that are reasonable and necessary during the Site corrective action activity.
- c) Costs equal to, but not exceeding, the total amount of Funds awarded;
- d) Costs incurred on or after the date the Agreement is executed; and
- e) Costs that are permitted to be reimbursed under federal and state law, the terms and conditions herein, the terms and conditions of the USEPA Agreement, and that are not Ineligible Costs (defined below).

13. Ineligible Costs. Costs that are not eligible for reimbursement hereunder include, but are not limited to, the following:

- a) Costs that are not necessary for the completion of the work required pursuant to the AMBDP, the Scope of Work, or otherwise approved by the Agency in writing, including, but are not limited to:
  - 1) Costs or losses resulting from business interruption in connection with the Project Work;
  - 2) Costs associated with improperly collected, transported or analyzed laboratory samples, including samples analyzed by non-accredited laboratories;
  - 3) Cost associated with expedited sample analysis, unless approved in advance and in writing by the Agency;
  - 4) Interest or finance costs charged as direct costs;
  - 5) Insurance costs charged as direct costs;
  - 6) Costs associated with land acquisition;
  - 7) Payment of any penalty or fine;
  - 8) Costs outside the scope of the AMBDP and/or this Agreement;
  - 9) Costs associated with the ordinary operating expenses of local government;
  - 10) Costs associated with ordinary Site maintenance;
  - 11) Costs associated with personal injury compensation or damages arising out of the Project Work;
  - 12) Costs incurred prior to the execution of this Agreement;
  - 13) Costs associated with the replacement of buildings and other structures located upon the Site;
  - 14) Pre-corrective action response activities such as Site assessment and general Site characterization;
  - 15) Activities that are not corrective actions activities;
  - 16) Activities and cost covered by a Municipal Brownfields Redevelopment Grant and/or a USEPA Cleanup Grant; and
  - 17) Lobbying or fundraising;

- b) Costs for which payment or reimbursement is not allowed under the USEPA Agreement, any applicable federal or state law, including but not limited to 2 CFR Part 225, 2 CFR Part 200, 40 CFR Part 31, and/or OMB Circular A-87, including, but not limited to, the following:
1. Under the terms of the USEPA Agreement, Funds cannot be used for any of the following activities (i.e., these are ineligible costs):
    - a. Environmental assessment activities, including Phase I and Phase II Environmental Site Assessments.
    - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.
    - c. Construction, demolition, and development activities that are not integral to the cleanup actions, and addressing public or private drinking water supplies that have deteriorated through ordinary use.
    - d. Job training unrelated to performing specific cleanup at the Site.
    - e. To pay a federal cost share requirement (for example, a cost-share required by a Federal grant) unless there is specific statutory authority.
    - f. To pay for a response cost for which the City is potentially liable under CERCLA § 107.
    - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the Project Work hereunder.
    - h. Unallowable costs under 2 CFR Part 225 (e.g., lobbying and fund raising).
  2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this Agreement:
    - a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the City is required to carry out the activity under the Agreement. Costs incurred to report quarterly performance to the Agency under the award are eligible.
    - b. Ineligible administration costs include direct costs for preparation of applications for Brownfields loans; record retention required under 40 CFR 31.42 or otherwise required hereunder; record-keeping associated

with supplies and equipment purchases required under 40 CFR 31.32 and 31.33; preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30; maintaining and operating financial management systems required under 40 CFR 31; preparing payment requests and handling payments under 40 CFR 31.21; non-federal audits required under 40 CFR 31.26; and close out under 40 CFR 31.50.

- c. Prohibited administrative costs for the City (including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges) are those incurred for loan administration and overhead costs.
- d. Direct costs for loan administration are ineligible even if the City is required to carry out the activity under this Agreement. Ineligible loan administration costs include expenses for:
  - i. Preparation of applications for loans and loan agreements;
  - ii. Preparing revisions and changes in the budget, work plans, and other documents required under the loan agreement;
  - iii. Maintaining and operating financial management and personnel systems;
  - iv. Preparing payment requests and handling payments; and
  - v. Audits.
- e. Overhead costs by the City that do not directly clean up the Site contamination or comply with laws applicable to the cleanup are ineligible administrative costs. Examples of overhead costs that are ineligible hereunder include expenses for:
  - i. Salaries, benefits and other compensation for persons who are not directly engaged in the cleanup of the Site (e.g., marketing and human resource personnel).
  - ii. Facility costs such as depreciation, utilities, and rent on the City's administrative offices.
  - iii. Supplies and equipment not used directly for cleanup at the Site.
  - iv. Costs incurred by the City for procurement are eligible only if the procurement contract is for services or products that



are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls.

- v. Direct costs by the City for progress reporting to the Agency are eligible programmatic costs.

- 3. Funds may not be used for any of the following properties:
  - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
  - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA.
  - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except land held in trust by the United States government for an Indian tribe; or
  - d. A site excluded from the definition of a brownfields site for which USEPA has not made a property-specific funding determination.
- 4. In the event of any conflict between the terms and conditions of the USEPA Agreement and any applicable federal or state law applicable to allowable costs hereunder, the most stringent requirement shall apply, except as otherwise provided by law.

#### 14. Scope of Work.

- a) The work and activities required under the AMBDP, the following scope of work, and any other work or activities required under this Agreement or approved or authorized by the Agency or funded hereunder or otherwise required to remediate or redevelop the Site is referred to herein as the "Project Work". The scope of work for this project includes the following work performed under the AMBDP:
  - 1) Mobilization and Site preparation;
  - 2) Within structurally sound areas of the Site, removal and proper disposal of asbestos-containing materials;
  - 3) Within structurally sound areas of the building, removal and proper disposal/recycling of other regulated materials requiring special handling prior to demolition;
  - 4) Disconnection and protection of existing utilities to the Site;
  - 5) Demolition of building structures;

- 6) Removal of building slabs and foundations;
  - 7) Protection of parking areas, sidewalks and other Site features to remain;
  - 8) Removal and proper disposal of all demolition debris from the Site;
  - 9) Installation of compacted crushed stone over the Site to fill voids and provide erosion control;
  - 10) Site security (i.e., fencing, barricades, signage and monitoring of Site/construction equipment);
  - 11) Engineering/consulting services, including asbestos mitigation daily oversight and building demolition daily oversight, as necessary to properly implement the Project Work;
  - 12) Site monitoring activities, including sampling and analysis, that are reasonable and necessary during the cleanup/mitigation process, including determination of the effectiveness of a cleanup;
  - 13) Site assessment activities that are reasonable, necessary and incidental to the cleanup/mitigation process, such as confirmation sampling;
  - 14) Costs associated with meeting public participation, worker health and safety, and programmatic management requirements; and
  - 15) Preparation of Asbestos Mitigation Completion Report (closeout report).
- b) Rock Falls will ensure all activities set forth in paragraph 14 (a) above are performed and conducted at the Site;
  - c) Rock Falls will ensure all work will be performed in accordance with the AMBDP;
  - d) Rock Falls will ensure no Funds approved under this Agreement will be used for work funded under a USEPA Assessment and/or Cleanup ARC grant(s); and
  - e) Rock Falls will ensure all Project Work is performed in accordance with all applicable local, State, and federal laws, regulations, statutes, rules, and ordinances, including but not limited to the Clean Air Act (CAA), including the National Emissions Standards of Hazardous Air Pollutants (NESHAP) (including 40 CFR Part 61, Subpart M), the Asbestos Hazard Emergency Response Act (AHERA), the Asbestos Information Act (AIA), the Asbestos School Hazard Abatement Reauthorization Act (ASHARA), the Safe Water Drinking Act (SDWA), the Toxic Substances Control Act, CERCLA, 40 CFR Part 763, 40 CFR Part 61 including Sections 61.145 and 61.150, OSHA rules and regulations, including but not limited to, 29 CFR Sections 1910.1001 and 1926.1101, the Environmental Protection Act (415 ILCS 5/1 *et seq.*), the Commercial and Public Building Asbestos Abatement Act (225 ILCS 207/5 *et seq.*), 77 Ill. Adm. Code Part 855, 35 Ill Adm. Code Part

228, the Illinois Municipal Code, and the Rock Falls Building Code. In the event of any conflict or inconsistency between any of such laws, the most stringent requirements shall apply.

15. Report.

- a) Rock Falls shall submit quarterly progress reports to the Agency detailing the work performed at the Site during the term of this Agreement. Each progress report shall provide a short narrative of the activities performed and the dates they were performed during that quarter and include, but are not limited to, the following:
- 1) A discussion of all actions taken to prevent further releases of hazardous substances into the environment, and any corrective action activities;
  - 2) A discussion of the conformation sampling activities carried out to measure for the presence of a release of a hazardous substance;
  - 3) A summary of activities performed during the reporting quarter, including but not limited to, outputs/outcomes achieved during the reporting quarter, a description of the program, project, or use and the expenditure of the Funds related thereto, a description of any problems encountered during said quarter that could affect the project schedule and/or completion of any of the Project Work (note that Rock Falls must inform the Agency as soon as possible regarding any problems, delays, or adverse conditions that will materially impair the City's ability to meet outputs/outcomes specified in the approved Work Plan in order for the Agency to provide required notice to USEPA (40 CFR 31.40(d));
  - 4) An update on project schedules and milestones;
  - 5) A budget recap summary including but not limited to current approved project budget, costs incurred during the reporting quarter, costs incurred to date (cumulative expenditures), cost share updates, and total remaining Funds;
  - 6) Copies of invoices for services performed; and
  - 7) Photographs of drilling, sampling, trenching, demolition or excavation activities.
- b) Rock Falls shall prepare an Asbestos Mitigation and Building Demolition Completion Report ("Completion Report") when the Project Work is completed. The Completion Report shall contain certification or documentation necessary to establish the following:
- 1) The asbestos mitigation/corrective action activities and objectives established in the AMBDP were completed in accordance with procedures and tasks identified in the AMBDP;

- 2) The Project Work funded hereunder was conducted in accordance with the requirements of this Agreement and are eligible for payment with the Funds; and
- 3) All Funds were expended for eligible project costs.

16. Contracting and Subcontracting. Rock Falls will ensure all contracts and subcontracts are entered into subject to the following conditions and limitations:

- a) Rock Falls will use an open bidding process in contracting and will comply with all applicable state and local procurement laws and regulations, including but not limited to 65 ILCS 5/8-9-1 and the Local Government Professional Services Selection Act (50 ILCS 510/0.01 *et seq.*), and applicable City Ordinances provided that the procurements conform to applicable federal law, and all federal laws including but not limited to 40 CFR Part 31 (including Section 31.36), 40 CFR Part 33, 40 CFR Part 35, Subpart O, 2 CFR Part 200, and 2 CFR 1500, and will require the same of any contractor in subcontracting;
- b) Rock Falls will allow only fair and reasonable compensation to be earned by contractors and subcontractors. Factors to be considered in determining a fair and reasonable compensation shall include project-related material acquisition costs, labor costs, management costs, contract risks, capital investments, degree of independent development, and cost control and record keeping efforts. The determination of a fair and reasonable compensation shall not be based upon the application of a predetermined percentage factor;
- c) Rock Falls assumes responsibility for the administration and successful accomplishment of all the Project Work. Rock Falls also assumes responsibility for the settlement and satisfaction of all contractual and administrative issues arising out of contracts and subcontracts for such Work. This responsibility includes, but is not limited to, issuance of invitations for bids or requests for proposals, selection of contractors, award of contracts, protest of award, claims, disputes and other procurement matters;
- d) Rock Falls will ensure any contract or subcontract includes a provision allowing access to the Site required under this Agreement;
- e) Rock Falls will ensure any contract or subcontract provides the Agency, USEPA, the Illinois Auditor General, the Executive Inspector General, the Illinois Attorney General, and their respective officers, officials, employees, authorized representatives and agents, and authorized representatives of the Federal government with access to any books, documents, papers, and records, including computer-generated documents, of the contractor or subcontractor that are related to the Project Work, the program or use for which Funds have been provided hereunder and the expenditure of such Funds or other public funds for the purpose of making an audit, examination, excerpts, and transcriptions thereof and as further provided herein (USEPA Agreement) ;

- f) Time and material contracts and percentage of construction costs contracts are prohibited;
- g) The Parties agree that neither the Agency, USEPA, nor the State of Illinois will be a party to any contract or subcontract, solicitation, or request for proposals;
- h) Rock Falls agrees to comply with all applicable federal and state laws prohibiting civil rights violations, including but not limited to the Illinois Human Rights Act (775 ILCS 5) and will require the same from all contractors and subcontractors of every tier performing Project Work hereunder. Rock Falls and its contractors and subcontractors shall not discriminate against any person because of his or her race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service or other protected status. In addition, Rock Falls shall undertake good faith efforts in compliance with 40 C.F.R. Parts 33 and 35 to give opportunities to qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Disadvantaged Business Enterprises (DBE) to submit proposals and bids and provide services on contracts and subcontracts for services and supplies. Rock Falls shall submit all reports of such efforts to the Agency in accordance with 40 CFR Parts 33 and 35 and provide such additional documentation as required by the Agency and/or USEPA;
- i) Rock Falls will ensure no contract or subcontract is awarded to any person or organization that does not:
  - 1) Have adequate financial resources, experience, organization, technical qualification, and facilities for performance of the contract or subcontract, or a firm commitment or arrangement to obtain such;
  - 2) Have staffing sufficient to comply with the completion schedule for the project;
  - 3) Have a demonstrated record of integrity, good judgment, and performance, including any prior performance under grants or contracts with the federal or any state government;
  - 4) Have an established financial management system and audit procedure;
  - 5) Maintain a property management system that provides procedures for the acquisition, maintenance, safeguarding and disposition of all project-related property; and
  - 6) Conform to the civil rights law, equal employment opportunity law, and labor law requirements, as well as all other federal and state laws and regulations.
- j.) Rock Falls agrees to comply with the applicable federal procurement requirements in 40 C.F.R. Section 31.36 and other applicable laws in engaging the Remediation Contractor and any other contractors, subcontractors, engineers,

architects, and consultants engaged to perform services in connection with the Project Work;

- k) Rock Falls shall ensure that all procurement transactions will be conducted in a manner that provides full and open competition with the standards imposed under federal law, including but not limited to prohibiting the use of statutorily or administratively imposed State or local geographical preferences in the evaluation of bids or proposals (except where federal statutes expressly mandate or encourage geographic preference) (40 CFR 31.36(c)(2)); and
- l). Rock Falls shall ensure that all procurement transactions will be conducted in a manner providing full and open competition consistent with applicable law, including but not limited to 40 CFR 31.36.

17. Ownership. Rock Falls shall retain ownership of the Site throughout the period of this Agreement and the performance of all Project Work. For the purpose of this Agreement, the term “owns” means fee simple title unless USEPA approves a different arrangement.

18. Access to the Site and Records.

a) Site Access. Rock Falls shall provide the Agency, USEPA, and their respective officers, officials, employees, authorized representatives and agents with unrestricted access to the Site throughout this Agreement and the performance of the Project Work. The Agency and USEPA shall have full authority to enter the Site and inspect the work at all times during the execution of the Project Work. Rock Falls recognizes the Agency and USEPA have the right to stop the Project Work immediately and take reasonable and necessary action in the event that the Project Work is unsatisfactory or is not substantially in accordance with the approved AMBDP, or that a condition exists which creates an imminent and substantial threat to human health, welfare or the environment.

b) Records Access.

- 1) The Agency, USEPA, the Illinois Auditor General, the Executive Inspector General, the Illinois Attorney General, and their respective officers, officials, employees, authorized representatives and agents, and authorized representatives of the Federal government shall have access to and the right to inspect all books, documents, papers, and records, including computer-generated documents that are related to the Project Work, the program or use for which Funds have been provided hereunder, payment requests, and the expenditure of such Funds or other public funds for the purpose of making an audit, examination, excerpts, and transcriptions thereof and as further provided herein (USEPA Agreement).
- 2) The Parties acknowledge and agree that this Agreement and all pay request documents, payments, expenditures, audit of funds, and all other records, reports, data and/or other written material (including but not limited to electronic data, records and communications) relative thereto that have been prepared by or for, or having been or being used by,

received by, in the possession of, or under the control of the Agency or the City may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Such records, data, and files of the Agency may also be subject to inspection and copying pursuant to Section 7 of the Act (415 ILCS 5/7).

19. Audit and Records. Rock Falls will ensure all books, records, documents, reports and other evidentiary material are maintained using accounting procedures and practices that conform to generally accepted accounting principles to account properly for the receipt and disposition of all Funds. Rock Falls will allow its records to be subject to inspection and audit by the Agency, USEPA, the Illinois Auditor General, the Executive Inspector General, the Illinois Attorney General, and their respective officers, officials, employees, authorized representatives and agents, and authorized representatives of the Federal government. Rock Falls will ensure records are preserved and made available to the Agency or any authorized representative:

- a) For a minimum of three years following completion of the Project Work and submission of the final request for reimbursement to the Agency;
- b) If the Funds are revoked by the Agency, for a period of three years from the date of the revocation notice;
- c) For records relating to disputes and/or appeals, litigation or the settlement of claims arising out of the work, or costs and expenses of work to which exception has been taken by the Agency or any of its duly authorized representatives, until three years after disposition of such appeals, litigation, claims or exceptions or for the three years specified in paragraphs a or b above, whichever is longer;
- d) For such longer period required by applicable federal or state law including but not limited to the Local Records Act (50 ILCS 205/1 *et seq.*); and
- e) Notwithstanding the forgoing, Rock Falls shall obtain written approval from the Agency prior to disposal of any records required hereunder or otherwise related to the Project Work and/or the use or expenditure of the Funds, and obtain such other approvals as required by law.

20. Revocation. In the event this Agreement is violated the Agency may, in addition to any other remedies provided by law, revoke this Agreement and recover any Funds disbursed or take such other action as the Agency is authorized to take. In such event, the Agency will provide Rock Falls with a written notice of revocation. Rock Falls shall have at least 10 days from the date of the notice to correct any violation upon which the revocation is based.

21. Covenant Against Contingent Fees. Rock Falls warrants that no person has been employed or retained to solicit or secure Funds upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee. If this warranty is breached or violated, the Agency may, in addition to any other remedies provided in this Agreement or by law, revoke this Agreement without liability or, in its sole discretion, deduct from the Funds awarded, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 22. Recovery of Funds

- a) If the Agency determines that Funds are being misspent or improperly held by Rock Falls, then the Agency or the Attorney General may recover those Funds and take any other action authorized by law.
- b) After the Agency conducts the final review of the fund disbursements to establish the final loan principal amount, the Agency shall consider principal of the loan to consist of all disbursements made by the Agency hereunder (“Loan Principal Amount”), which will not exceed \$300,000. Repayment will be in the amount of 70% of the Loan Principal Amount (the “Reduced Loan Principal Amount”) if: (i) the Project Work is performed on time (i.e., in accordance with the performance schedule submitted by Rock Falls pursuant to Section 7 above that has been approved by the Agency in writing, or an amended performance schedule submitted by Rock Falls that has been approved by the Agency in writing), ii) under budget (i.e., does not exceed the budget amounts submitted by Rock Falls pursuant to Section 7 above that have been approved by the Agency in writing, or any amended budget amounts submitted by Rock Falls that have been approved by the Agency in writing), and iii) has been performed in accordance with the terms and conditions of this Agreement and the US EPA Agreement. In the event that the Project Work is not performed on time, is performed over-budget, or has not been performed in accordance with the terms and conditions of this Agreement and the US EPA Agreement, then Rock Falls shall repay the full Loan Principal Amount (i.e., 100% of all fund disbursements made by the Agency hereunder as determined by the Agency) (the “Full Loan Principal Amount). Nothing herein is intended to limit any rights of the Agency or the Attorney General in the event of any breach or default hereunder by Rock Falls.
- c) Rock Falls agrees to repay the Illinois EPA the Full Loan Principal Amount or Reduced Loan Principal Amount, as determined in accordance with this Section 22. Said loan repayment shall consist of seven (7) equal annual payments that shall commence 730 days from the Effective Date of this Agreement (as defined in paragraph 35 below).
- d) Notwithstanding any provision herein to the contrary, if the Site (or any portion thereof) is sold within nine years of the Effective Date of this Agreement (as defined in paragraph 35 below), then Rock Falls shall repay the unpaid balance of the Full Loan Principal Amount in full within 90 days of the date of said sale.
- e) Notwithstanding any provision herein to the contrary, if the Site (or any portion thereof) does not remain used exclusively for: i) public use, ii) non-profit purposes, and iii) as a park, greenway, open space, recreational property, or other non-profit and public purposes approved in writing by Illinois EPA and US EPA, for a period of nine (9) years from the Effective Date of this Agreement (as defined in paragraph 35 below), then Rock Falls shall repay the unpaid balance of the Full Loan Principal Amount in full within 90 days following the date on which the Site (or any portion thereof) ceased being used exclusively for said purposes.



23. Covenants Against Liability. Rock Falls warrants it has not caused or contributed to the release or threatened release of a hazardous substance at the Site.

24. Indemnification. To the fullest extent permitted by law, (i) Rock Falls assumes the entire risk, responsibility and liability for any and all loss or damage to property owned by the City, the Agency, or third persons, and any injury to or death of any persons (including employees of Rock Falls) caused by or arising out of, or occurring in connection with, the execution of any work, contract or subcontract arising out of this Agreement or otherwise attributable to the Project Work, the use or expenditure of any Funds, or the remediation or redevelopment of the Site, and (ii) Rock Falls will indemnify, save harmless and defend the State of Illinois, the Agency, USEPA, and their respective officials, officers, employees and authorized representatives from all claims for any such loss, damage, injury or death. However, Rock Falls' execution of this Agreement, or implementation of work under this Agreement does not, in itself, render Rock Falls an owner or operator for purposes of 415 ILCS 5/22.2(h)(2), or under regulations promulgated pursuant to 415 ILCS 55/8. Rock Falls will require any contractor or subcontractor engaged by Rock Falls to agree in writing to look solely to Rock Falls for performance of its contract or subcontract with Rock Falls and for satisfaction of any and all claims arising thereunder.

25. Statutory Requirements. Rock Falls is solely responsible for assuring compliance with all federal and state statutory and regulatory requirements, including but not limited to the Environmental Protection Act (415 ILCS 5), the Local Government Professional Services Selection Act (50 ILCS 510) the Construction Contract Indemnification for Negligence Act (740 ILCS 35), the Illinois Human Rights Act (775 ILCS 5), the Illinois Municipal Code (65 ILCS 5), and the Public Construction Bond Act (30 ILCS 550).

26. Availability of Funds. Notwithstanding any provision herein to the contrary, the Funds provided for hereunder are expressly contingent upon and subject to the availability of sufficient funds appropriated for this Agreement and the Project Work performed hereunder. The Agency may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if i) sufficient funds have not been appropriated to the Agency, ii) the Governor or the Agency reserves appropriated funds, iii) the Governor or the Agency determines that appropriated funds may not be available for payment, or iv) the Agency determines that there are otherwise insufficient funds available.

The Agency shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Agency's obligations hereunder shall cease immediately, without penalty or further payment being required, if the federal funding source fails to make an appropriation sufficient to pay such obligation and/or otherwise does not provide sufficient funding for the Project Work. The Agency shall determine whether amounts provided and appropriated are sufficient.

The Agency shall provide notice, in writing, to the City of any election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the City's receipt of said notice. .

27. Rock Falls also represents that no law pertaining to fraud, bribery, graft, kickbacks, collusion, or conflict of interest has been violated or other unlawful or corrupt practice has taken place relating to or in connection with this award, or work to be funded hereunder.

28. Entire Agreement. This Agreement, and all documents, Agreements, exhibits, and terms and conditions attached hereto or referenced herein, represent the entire Agreement between the Agency and Rock Falls with respect to this Agreement and supersedes all previous communications or understandings, whether oral or written.

29. Signage. Rock Falls agrees to erect a sign on the Site, approved by Illinois EPA and USEPA, stating that the work funded by this Agreement is being financed in part by the U.S. EPA CERCLA Funds and providing the appropriate contacts for obtaining information on activities being conducted at the Site and for reporting suspected criminal activities. The sign erected on the Site shall comply with 40 CFR Part 35, Subpart O (Section 35.6105 (a) (2) (ii)). The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The City is required to comply with the sign specifications provided by the USEPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the USEPA logo is displayed along with the logos of other participating entities, the USEPA logo must not be displayed in a manner that implies that USEPA itself is conducting the Project Work. Instead, the USEPA logo must be accompanied with a statement indicating that the recipient received financial assistance from USEPA for the Project Work. As provided in the sign specifications from OPA, the USEPA logo is the preferred identifier for assistance agreement projects and use of the USEPA seal requires prior approval from the USEPA. To obtain the appropriate USEPA logo or seal graphic file, the recipient should send a request directly to OPA and include the USEPA Project Officer in the communication. Instructions for contacting OPA are available on the Using the EPA Seal and Logo page.

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.322, the City is encouraged to use recycled or recovered materials when procuring signs. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the USEPA logo or seal) into the appropriate non-English language(s).

30. USEPA Agreement. The Agency entered a Cooperative Agreement with USEPA titled the Illinois EPA Brownfields RLF dated September 14, 2015, as amended September 17, 2016, which also includes the terms and conditions incorporated therein including but not limited to the EPA General Terms and Conditions effective March 29, 2016 and the Terms and Conditions for Brownfields Revolving Loan Fund Grants to governmental/quasi-governmental organizations (July 10, 2009), and which is also subject to EPA's Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund and Cleanup Grants, copies of which are attached hereto and made a part hereof as though fully set forth herein (collectively, the "USEPA Agreement"). Rock Falls understands and agrees that the USEPA Agreement imposes terms, conditions, and obligations on Rock Falls and its contractors, sub-contractors of all tiers, engineers, architects, consultants, and other entities receiving Funds and/or performing work funded hereunder as well as to the Project Work. Rock Falls understands and agrees that a breach or violation of the USEPA Agreement by Rock Falls, or any of its officials, officers, employees, representatives,

contractors, subcontractors of any tier, architects, engineers, consultants, or agents shall be considered a breach of this Agreement by Rock Falls, in which case the Agency shall be entitled to all remedies at law and equity.

The USEPA Agreement terms and conditions include, but are not limited to, the following:

- a. The City shall use Funds only for eligible activities and in compliance with the requirements of CERCLA § 104(k) and applicable Federal and State laws and regulations.
- b. The City shall ensure that the cleanup protects human health and the environment.
- c. The City shall document how Funds are used. If Funds are used for cleanup of a petroleum-contaminated brownfields site, the City shall maintain separate records for those costs.
- d. The City shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with the Funds. The City shall obtain written approval from the Agency prior to disposing of records. The City shall also provide access to records relating to loans provided hereunder to authorized representatives of the Federal government.
- e. The City certifies that it is not currently, nor has it been, subject to any penalties resulting from environmental non-compliance at the Site.
- f. The City certifies that it is not potentially liable under § 107 of CERCLA for the Site.
- g. The City shall conduct cleanup activities as required by the Agency.
- h. The City shall comply with applicable EPA assistance regulations (40 CFR Part 31 for governmental entities). All procurements conducted with Funds must comply with 40 CFR Part 31.36.
- i. The City shall comply with all applicable Federal and State laws and requirements. In addition to CERCLA § 104(k), Federal applicable laws and requirements include: 40 CFR 31 and OMB Circular A-87 for governmental recipients.
- j. The City must comply with Davis-Bacon Act prevailing wages for all construction, alteration, and repair contracts and subcontracts as provided herein.
- k. Federal cross-cutting requirements include, but are not limited to, MBE/WBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard (29 CFR 1910.120); the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing

regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333); the Anti-Kickback Act (40 USC 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

31. Notices. Any notice required under this Agreement shall be deemed properly given when personally delivered or mailed by certified mail, return receipt requested, to the addresses below. Either party may change its address for receiving notices by giving notice of such change in compliance with the terms of this Section.

**For the Agency:**

Stephen Colantino  
Office of Brownfields Assistance  
Bureau of Land #24  
Illinois EPA  
1021 N. Grand Ave. East  
Springfield, Illinois 62794-9276

**For Rock Falls:**

Ms. Robin Blackert  
City Administrator  
City of Rock Falls  
603 West 10<sup>th</sup> Street  
Rock Falls, Illinois 61071

32. Amendments or Modification. This Agreement may be amended or modified only by a written agreement signed by the Parties to this Agreement. Rock Falls may request an amendment to this Agreement for scope of work and budget changes including, but not limited to:

- a) Reallocation of Funds to eligible activity or activities under this Agreement and set forth in the AMBDP and/or this Agreement;
- b) Altering the Scope of Work of the Agreement; and
- c) Extending any Agreement completion date.

33. Parties Interest/No Third Party Beneficiaries. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement (other than enforcement by the Illinois Attorney General on behalf of the Agency and any enforcement rights by USEPA). This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Agency or the State of Illinois, shall be deemed to confer or construed by any of the parties hereto, or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any other association or relationship involving the Agency or the State of Illinois.

34. Titles and Headings. Titles and headings to sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

35. Effective Date. This Agreement shall become effective on the later of the following: (i) the date the last of the Parties to execute this Agreement executes this Agreement, or (ii) the date the Agency receives documentation demonstrating that Rock Falls has acquired ownership of the Site in fee simple.

36. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claims or disputes arising out of this Agreement against the State, the Agency, or any of their respective officials, officers, employees, or authorized representatives shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

37. Borrower/Oath. Rock Falls certifies under oath that all information in this Agreement is true and correct to the best of its knowledge, information, and belief; that Funds shall be used only for the purposes described in this Agreement; and that the award of Funds is conditioned upon such certification.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth below.

ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY

CITY OF ROCK FALLS

By: \_\_\_\_\_  
Alec Messina, Director

By: \_\_\_\_\_  
William B. Wescott, Mayor

Date: \_\_\_\_\_, 2017

Date: \_\_\_\_\_, 2017

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS  
ENVIRONMENTAL PROTECTION AGENCY AND THE CITY OF ROCK FALLS**

**BROWNFIELDS COOPERATIVE AGREEMENT  
FORMER LIMESTONE BUILDING**

**EXHIBIT A**

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding*. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject

to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is



not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits

for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1,

the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## Resolution 2017-763

### RESOLUTION APPROVING DESIGN GUIDELINES AND RESTRICTIVE COVENANTS AND CONDITIONS APPLICABLE TO LAND OF THE CITY OF ROCK FALLS

WHEREAS, the City of Rock Falls currently owns the real estate described as:

- A. Lot 1 of Rock Falls Reliant Subdivision Number 1, according to the plat thereof recorded December 6, 2007 as Document Number 11234-2007;
- B. Lots 1, 2 and 3 of Rock Falls Reliant Subdivision Number 2 according to plat thereof recorded December 7, 2011 as Document Number 2011-08117;
- C. Lot Number 1 of Rock Falls Reliant Subdivision Number 3 according to plat thereof recorded September 30, 2014 as Document Number 2014-05478;

Said real estate being referred to herein as the "RBW District"; and

WHEREAS, the City Council of the City of Rock Falls has determined that the RB&W District is the primary and most important land within the City necessary for the improvement, enhancement and redevelopment of the uptown area of the City; and

WHEREAS, the City Council has further determined that in order to more effectively enhance and promote increasing property values of land within the uptown area of the City, and enhance the desirability and aesthetic appearance of land and buildings within the uptown area of the City, design guidelines and restrictive covenants and conditions should be applied to the RB&W District, said guidelines and covenants to serve as an impetus and encouragement to other properties and property owners within the uptown area; and

WHEREAS, the City has heretofore engaged Schreiber-Anderson Consultants to assist in the development of design guidelines and restrictive covenants and conditions to be applicable to the RB&W District, and that firm has produced the documents appended and attached hereto, which are hereby labeled as Exhibit 1, a form of Design Guidelines and Restrictive Covenants and Conditions for consideration by the City Council; and

WHEREAS, the City Council has considered said design guidelines and restrictive covenants and conditions, and has considered the recommendation of the Industrial Development Commission of the City of Rock Falls that said design guidelines and restrictive covenants and conditions be adopted for application to the RB&W District;

NOW, THEREFORE, be it resolved by the City Council of the City of Rock Falls that:

Section 1. The statements contained in the preamble paragraphs to the resolution are true and accurate and incorporated herein.

Section 2. The form of Design Guidelines and Restrictive Covenants and Conditions, as set forth in the document attached hereto labeled as "Exhibit 1" are hereby approved, and the

real estate owned by the City as described herein and referred to as the "RB&W District" is hereby made subject to said design guidelines and restrictive covenants and conditions, and the design guidelines and restrictive covenants and conditions shall apply to and control any and all future development, use or occupancy of the land within the RB&W District.

Section 3. The design guidelines and restrictive covenants and conditions shall be in force and effect as to any future property owner of land within the RB&W District to which the same is made subject, and no sale or conveyance of any land within the RB&W District shall occur unless the same is made subject to the terms and conditions contained within the design guidelines and restrictive covenants and conditions, so that the transferee thereof acknowledges the applicability of said design guidelines and restrictive covenants and conditions as to any development or use of the land so conveyed and agrees to comply with said guidelines and restrictions.

Section 4. This resolution shall be effective upon its adoption and passage according to law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Mayor William B. Wescott

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

Alderman Voting Aye

Alderman Voting Nay

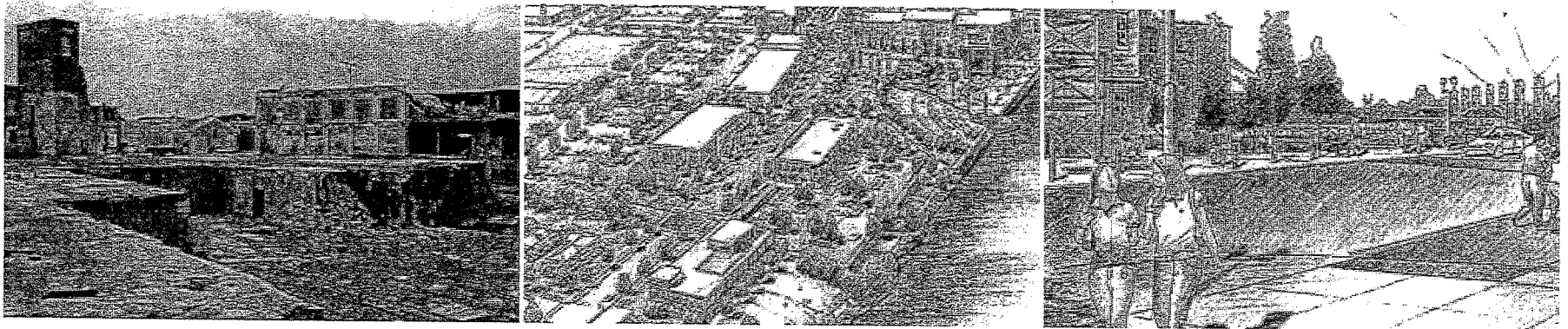
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Exhibit 1

# ROCK FALLS, ILLINOIS | RB&W REDEVELOPMENT DISTRICT DESIGN GUIDELINES

DECEMBER 2012





The former RB&W District provides an outstanding opportunity for Rock Falls, Illinois to create a vibrant waterfront district where nature's majesty, human innovation and hard work, and community identity and pride converge to serve as an active and dynamic community focal point. With its most recent legacy tied to industrial land uses, the RB&W District is now primed for mixed-use redevelopment of a quality and standard that is true to the history and vision of Uptown Rock Falls and its many stakeholders and partners. Revitalization of this site promises to improve the quality of life for Rock Falls residents, the viability of business opportunities in and around uptown Rock Falls, and the quality and frequency of visits by both natives and those from outside of Rock Falls.

In conjunction with the RB&W District Redevelopment Master Plan, the design guidelines presented herein are intended to honor and complement Rock Falls' rich history, identity, and scenic beauty by facilitating the cohesive redevelopment of a substantial stretch of the city's riverfront. The guidelines represent the community's dedication to the promotion of characteristic and pleasing design, the use of high quality, sustainable, and efficient materials in the construction of buildings and sites, and the development of elements of site and building design that define the RB&W District as a unique and lasting waterfront destination.

Echoing and respecting community context and previous planning initiatives, these guidelines are based upon the following principles:

#### Context Principles

- Uptown Rock Falls and the Rock River riverfront are and must remain a destination.
- Redevelopment must emphasize and respect the design character of the whole of uptown Rock Falls.
- Redevelopment must maintain - or better yet improve - the continuity of the riverfront.

#### Site Redevelopment Principles

- Land uses in and around the RB&W District must perform as a cohesive "whole".
- Redevelopment should serve to "extend" the uptown to the RB&W District.
- Redevelopment must maximize accessibility to the Rock River by all applicable modes of travel, especially pedestrians.
- Redevelopment must establish an effective and efficient transportation network for all modes of travel, with an emphasis on the pedestrian. The establishment of a logical and integrated network of streets, parking areas, and paths is critical in providing for the best possible experience into, around, and within the RB&W District.
- Redevelopment must create "people-oriented" public spaces.
- Redevelopment should serve to create a harmonious architectural character, with a design approach and materials that are representative of the uniqueness and importance of this site to Rock Falls.
- Redevelopment should serve to integrate or transform existing edge uses.

## PURPOSE AND INTENT

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The primary purpose of these design guidelines is to enrich the quality of development in and around the RB&W District in the City of Rock Falls by:

- Assisting property owners undertaking development in the district to understand and focus on the fundamental planning and design principles identified by the city and its stakeholders as essential to communicating the uniqueness and vitality of the city's riverfront and uptown areas.
- Providing guidelines that are purposefully flexible in order to encourage imagination, ingenuity, innovation, and variety in the design and development of new and redevelopment of existing private and public buildings and sites.
- Complementing and enhancing, but never superseding, the ordinances, policies, practices, and standards of the City of Rock Falls, including the City of Rock Falls' Zoning Ordinance.
- Clarifying design expectations by communicating requirements and recommendations to all stakeholders.
- Contributing to a more efficient design review and entitlement process by focusing on adherence to the community's vision, standards and expectations for the site.

One objective of the RB&W District Redevelopment Master Plan (Page 5 of this document) is to foster the expansion of a character of development that is unique to uptown Rock Falls into areas within the redevelopment planning area where activity and animation are currently less intense, and in doing so, exemplifying the best characteristics of small town "urban" development and enhancing the quality, character, and compatibility of new development. In general terms, the intent of this guide is to enhance and unify the city's visual character while avoiding

monotony and repetition. To this end, the RB&W District Design Guidelines aim to:

- Facilitate the creation of a high quality, pedestrian and bike friendly, mixed use small town experience, including establishing the framework for the look and function of the public realm.
- Establish a development pattern that is sensitive to, and protective of, the natural environment.
- Encourage compactness and efficiency in urban form that maximizes development potential and maintains consistency with the character and intensity of activity in uptown Rock Falls.
- Accentuate the character of the RB&W District as a unique near-uptown sector.
- Guide developers that seek to invest in the district and protect investment made in high quality development as the area evolves.
- Assist the Development Review Committee, the City of Rock Falls, and the public in reviewing proposals for development within the RB&W redevelopment district consistently and expediently.

## ADMINISTRATION

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### Authority and Applicability

All proposed development or redevelopment within the RB&W Redevelopment District is subject to design review by the Development Review Committee (DRC). DRB shall have the authority to approve, conditionally approve, or deny all applications for redevelopment proposed for the RB&W Redevelopment District upon review of said applications for general consistency with the guidelines contained in this document.

Fundamentally, these design guidelines present the Development Review Committee and private and public developers with a consistent “playbook” for development that maximizes the value of the RB&W Redevelopment District as a whole. While the expectation is that each of the guidelines presented herein will be faithfully adhered to, there is an understanding that in certain circumstances strict adherence to a particular standard may not be practical. In these cases, the burden rests upon the applicant to provide sufficient justification for deviating from the guidelines. With this in mind, many of the guidelines provide for flexibility by using words such as:

- For those guidelines related to conditions or features which are **desirable** but **not strictly required** - “may”, “encouraged”, “should”, and “preferred”; and
- For those guidelines related to conditions or features which are **undesirable** but **not strictly forbidden** - “may not”, “discouraged”, “to be avoided”, and “should not”

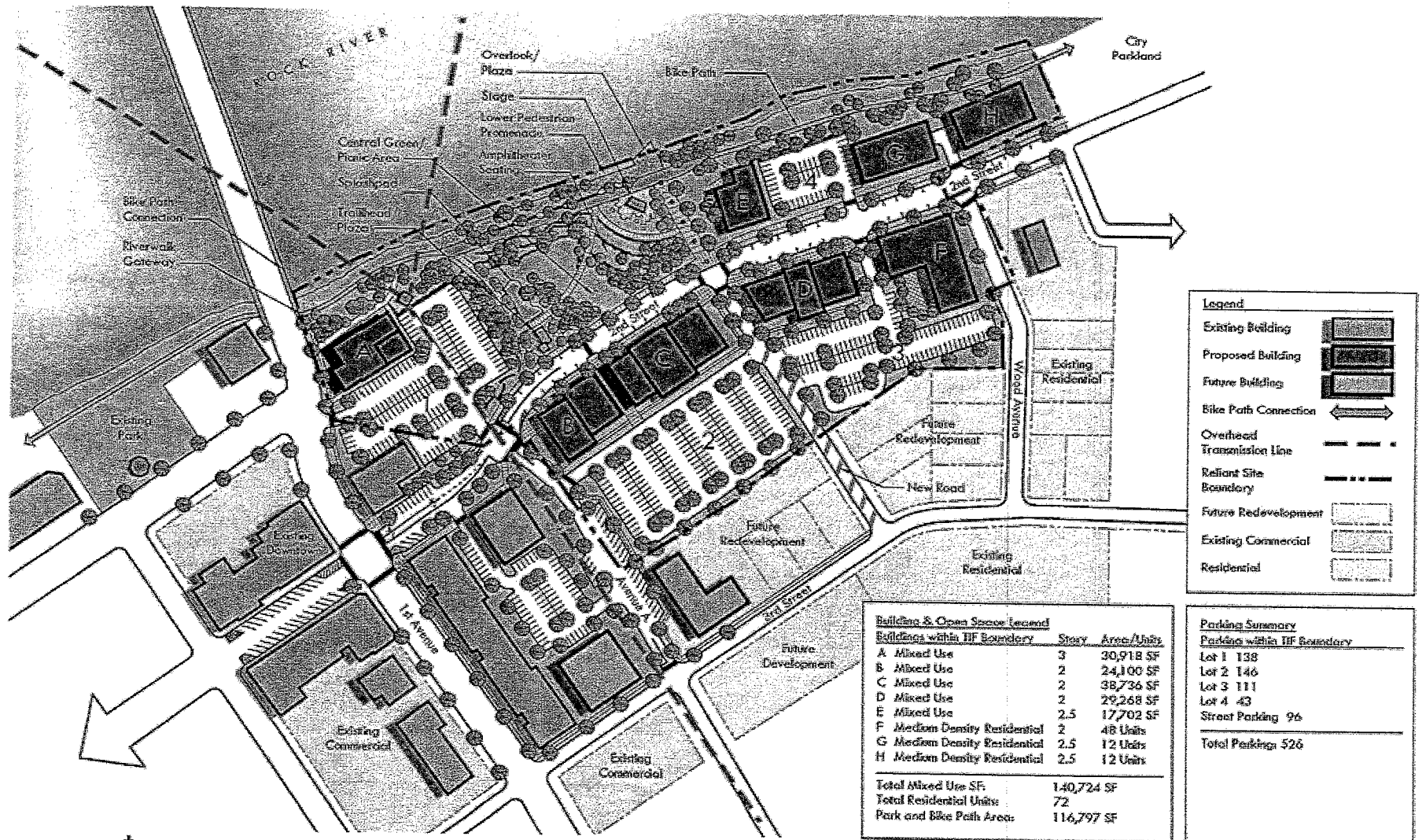
Additionally, there are certain guidelines within this document that the DRB is not expected to deviate from. Those guidelines are identifiable in their use of words such as:

- For those guidelines related to conditions or features that are **desirable** and **strictly required under all circumstances**: “shall”, “must”, “will”; and
- For those guidelines related to conditions or features which are **undesirable** and **strictly forbidden** under all circumstances- “shall not”, “must not”, “prohibited”, and “will not”

### Compliance

Unless otherwise amended and approved by the Development Review Committee, all developments and their conditions as approved under the authority outlined in this document shall be considered to run with the land. Compliance with all agreed upon conditions and applicable guidelines is required in perpetuity, regardless of changes in the ownership of subject properties or structures. Any development permitted through the authority of these guidelines is perpetually binding upon the development.

RB&W REDEVELOPMENT DISTRICT -  
MASTER PLAN



**Legend**

- Existing Building
- Proposed Building
- Future Building
- Bike Path Connection
- Overhead Transmission Line
- Reliant Site Boundary
- Future Redevelopment
- Existing Commercial
- Residential

**Building & Open Space Legend**

Buildings within HF Boundary	Story	Area/Units
A Mixed Use	3	30,918 SF
B Mixed Use	2	24,100 SF
C Mixed Use	2	38,736 SF
D Mixed Use	2	29,268 SF
E Mixed Use	2.5	17,702 SF
F Medium Density Residential	2	48 Units
G Medium Density Residential	2.5	12 Units
H Medium Density Residential	2.5	12 Units
Total Mixed Use SF:		140,724 SF
Total Residential Units:		72
Park and Bike Path Area:		116,797 SF

**Parking Summary**

Parking within HF Boundary

Lot 1	138
Lot 2	146
Lot 3	111
Lot 4	43
Street Parking	96
<b>Total Parking</b>	<b>526</b>



## 1.1: BUILDING PLACEMENT AND ORIENTATION

The continuity of development across site boundaries is critical in creating a successful mixed-use, pedestrian-oriented pattern of development. From a site design standpoint, ensuring that consistent building placement and compatible sizes of development locate on adjacent sites is paramount in fortifying the sense of a district and, moreover, in fostering a pedestrian-oriented environment. Continuity and compatibility - not uniformity - in site design is the goal within the RB&W Redevelopment District. With this in mind, reasonable variation from building lot to building lot in terms of size, distance to the front property line, and other characteristics is encouraged. The guidelines presented below intend to foster an appropriate balance and relationship between buildings and pedestrian spaces in the RB&W Redevelopment District, as illustrated in the Master Plan for the Site (attached on the previous page).

- 1.1.1 Place buildings at the right-of-way line or front (street side) property line to the greatest extent possible, especially at the street level and second level. Buildings located on corner lots should be built at or near both fronting property lines.
- 1.1.2 Buildings should face the street, with strong pedestrian orientation.
- 1.1.3 Buildings must have clearly defined, highly visible customer entrances with features such as canopies or porticos, arches, wing walls, and integral planters.
- 1.1.4 Deep building setbacks behind large expanses of parking or vacant land interrupt the distinctive "streetwall" envisioned for development at the RB&W District and are to be avoided. Where maintaining a continuous streetwall is not possible or desirable, the streetwall should be maintained through the

use of landscaping, pedestrian amenities, and/or decorative walls or fencing.

- 1.1.5 The placement of buildings at odd or irregular angles to the street must be avoided. However, corner buildings may accentuate their prominent locations with angled, rounded, or recessed corner entrances or other small setbacks.
- 1.1.6 On sites abutting the Rock River, publicly accessible sides of buildings should be oriented toward the river, which may foster more than one "front door" for buildings.
- 1.1.7 Preservation of Rock River views from public and private properties is a high priority. Building placement and orientation - particularly on the north side of East Second Street, should emphasize the preservation of Rock River views.

## SECTION 1 - SITE DESIGN



An example of new development (above) that effectively incorporates sound principals of site design. Such development provides consistency and rhythm to development and enhances the pedestrian experience, and is consistent with site design in uptown Rock Falls (below, @ W. Second



Effective site design on waterfronts addresses, rather than turns its back, on the river (above).

## 1.2: ACCESS, PARKING, AND CIRCULATION

A goal of the RB&W District Redevelopment Master Plan is to create a place with strong characteristics of orientation and access for pedestrians and bicyclists. While automobile access and parking will remain an important element of the site's pattern and framework, minimizing the impact of the automobile on the pedestrian experience should remain a primary goal in redevelopment of the site. Therefore, buildings - and not parking areas - are the focus of development, and the following guidelines are presented to assure this.

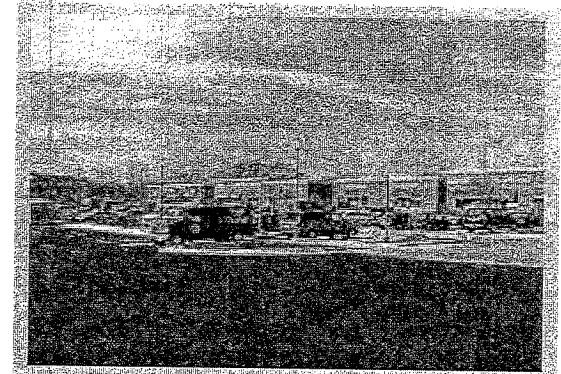
- 1.2.1 All development must provide for the safe, efficient, and convenient access and circulation of pedestrians, bicycles, automobiles, and emergency vehicles, both within the site and to adjacent sites. Bicycle parking is encouraged for all development.
- 1.2.2 Parking lots in front of buildings (facing the street side) are to be avoided. To the extent possible, parking lots should be located behind buildings.
- 1.2.3 Wherever possible, vehicular access to parking lots, parking structures, and garages should be provided from alleys or side streets.
- 1.2.4 Garage doors shall be designed to be compatible with the existing building and surrounding neighborhood character, and should be no wider than necessary to accommodate safe vehicular access to the parking space.
- 1.2.5 Garage doors should be oriented away from primary pedestrian, bicycle, and vehicle ways and view corridors, most notably Second Street, the Rock River, and First Avenue.
- 1.2.6 Where possible, pedestrian access to parking lots should be provided through planned

walkways located in gaps between buildings.

- 1.2.7 Landscaped islands and clearly marked pedestrian pathways are encouraged within the interior of parking areas accommodating more than 30 vehicles.
- 1.2.8 Any proposed redevelopment or new development abutting the Riverfront Bike and Walk Trail shall provide a paved, unobstructed, and accessible path connection.
- 1.2.9 All parking areas shall be paved, well marked, sufficiently lit, and shall have curbed perimeters and be provided with adequate drainage. Porous pavement is encouraged throughout the RB&W Redevelopment District.
- 1.2.10 Shared parking and cross access easements for adjacent parking areas are encouraged.
- 1.2.11 Loading and delivery facilities are to be separated from bicycle and vehicle parking and pedestrian areas.
- 1.2.12 Parking is strongly discouraged in areas that immediately abut the Rock River.



Dedicated bicycle parking areas, whether rather formal (above) or simple, safely and effectively accommodate tourists, commuters, and patrons to the district from the Riverfront Trail and surrounding areas.



Landscaped islands and pedestrian walkways make even relatively large vehicle parking areas safe and more inviting for pedestrians walking from their vehicles to businesses and public open spaces (above).



Even arguably well-designed parking in front of buildings (above, below) is disruptive to the rhythm of the pedestrian experience, and should be avoided along primary roadways.



### 1.3: LANDSCAPING DESIGN

The patterns and materials used in the development of the RB&W Redevelopment District play an important role in establishing the feeling of continuity and coherence envisioned for the site. The function of plants and landscape materials are critical in this respect, reducing stormwater runoff, relieving heat gain in parking areas, and reinforcing circulation patterns in addition to beautifying and providing continuity throughout the site.

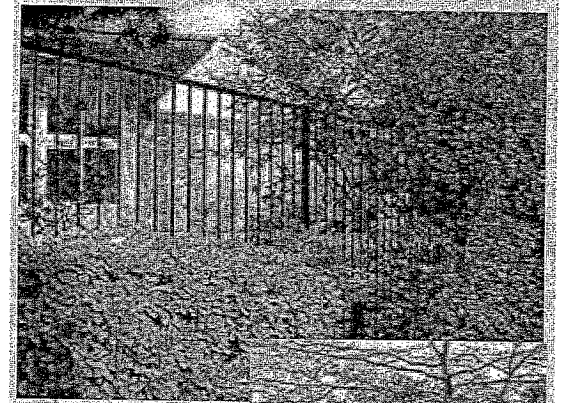
- 1.3.1 Planters and landscaped areas, consisting of low evergreen and/or deciduous shrubs as well as low-growing annual or perennial plants and groundcover, should be installed to buffer parking and service areas from adjacent uses.
- 1.3.2 In conjunction with landscaping, low-profile, decorative fencing or masonry walls are encouraged to delineate and screen parking and service facilities, etc.
- 1.3.3 All landscaping is to be maintained in a healthy and attractive condition. Maintenance programs including turf mowing, periodic fertilization, pruning, and litter/debris clean-up ensure that value is retained over time and should be established as part of new development approvals.
- 1.3.4 The use of automatic irrigation systems using low-visibility pop-up sprinklers and similar fixtures is encouraged as a method of landscape maintenance. Where automatic irrigation is not feasible, hand watering is acceptable and should be considered an essential component of landscape maintenance for the RB&W Redevelopment District.
- 1.3.5 The use of trees bearing fruit, nuts, and pods

is discouraged for the RB&W Redevelopment District.

- 1.3.6 Street trees and other landscaping along public rights-of-way and parking areas should be protected from motorized and pedestrian traffic by curbs, tree grates, and other devices.
- 1.3.7 Building foundation landscaping consisting of ornamental trees and shrubs, perennials, and groundcover shall be designed and planted to a mass and scale appropriate for its building and context.
- 1.3.8 Regularly spaced, salt-tolerant street trees, planted in rows along both sides of all streets, are encouraged.
- 1.3.9 The use of artificial plant materials is discouraged for the RB&W Redevelopment District.
- 1.3.10 The selection of trees and other plant material to accommodate passive solar heating and cooling is encouraged.



Minimal setbacks (above) can be landscaped to enhance the pedestrian experience, while decorative fencing and landscaping (below) can be used to screen parking and service areas, for example.



Regularly spaced street trees (right) provide comfort to pedestrians and motorists by defining roadway edges and delineating pedestrian movement space from motor vehicle space. They also provide aesthetic beauty to roadway corridors.



## 1.4: LIGHTING

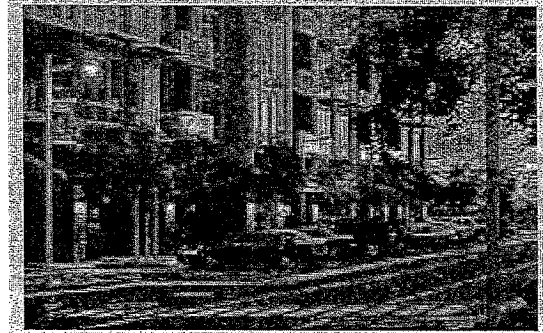
Lighting plays an important role in the communication of the identity of a place, promoting a sense of safety and security, and highlighting prominent features of sites and buildings.

- 1.4.1 Street lighting should be at a pedestrian scale, with light standards between 12' to 18' in height.
- 1.4.2 To reduce light pollution, excessive lighting should be avoided. The use of diffused, soft white light is encouraged.
- 1.4.3 Exterior lighting is to be concealed with baffles or shields to prevent direct illumination, reduce glare, and minimize the spillover of lighting onto neighboring properties.
- 1.4.4 Building lighting should be subtle and understated, enhancing the building design and adjoining landscape.
- 1.4.5 Building lighting fixtures are to be consistent with the architectural style and features of the building.
- 1.4.6 Parking lot lighting should consist of vehicular scale and pedestrian scale lighting as appropriate in context, with attention paid to minimizing light pollution and spillover.

Street lighting at a pedestrian scale (right) provides ample illumination for both the sidewalk and the low-speed street, and can include decorative elements to communicate a consistent design theme in a unique district like the RB&VW Redevelopment District.



Lighting fixtures should be used which reduce glare and spillover, yet provide well-lit storefronts, sidewalks, and roadways (above, below).





## 1.5: OTHER SITE IMPROVEMENTS

In addition to the core site elements introduced in the sections above, additional features that may be developed for the RB&W Redevelopment District will also contribute to the successful form and function of the site as a whole. While they may not be proposed for every unique development within the site, the consistency in design quality of the features introduced below with the site's core elements is equally important in meeting the goals introduced in the RB&W District Redevelopment Master Plan.

- 1.5.1 New accessory structures should "read" as secondary to principal structure(s) and be appropriately sized, scaled, proportioned, and located as to avoid overwhelming or competing with the principal structure(s) in size or form.
- 1.5.2 New accessory structures shall utilize materials, colors, and architectural details which complement adjacent and nearby buildings and streetscapes.
- 1.5.3 Public plazas shall be designed as integral public spaces along the Second Street corridor axis, with linkage leading to and from the plaza(s) to sidewalks, other pedestrian paths, and natural features.
- 1.5.4 Where feasible, each public plaza should utilize elements such as buildings, benches, and landscaping to articulate its edges and provide visual interest and spaces for people to linger outside of pedestrian traffic flow.
- 1.5.5 The location and "footprint" of all outdoor dining areas shall preserve the pedestrian realm by maintaining at minimum a five-foot pedestrian clear zone, utilizing high-quality barriers no less than 36 inches in height, and meeting American with Disabilities Act requirements.
- 1.5.6 All outdoor dining areas shall utilize furniture

and fixtures that uphold the quality and durability of core site elements as defined in this chapter. Plastic tables and chairs are prohibited within outdoor dining areas.

- 1.5.7 Where possible, service and loading areas should be located and oriented to be as minimally visible from public rights-of-way as possible.
- 1.5.8 Wherever possible, loading areas should be screened from public view by use of a continuous, sufficiently sized visual screen, constructed of similar materials of the wall of the building it is projecting from or nearest to.
- 1.5.9 Loading activities should not be performed in designated parking areas, and site plans that indicate a distinct separation between loading and parking are strongly encouraged.
- 1.5.10 Screening of utility meters, transformers and similar hardware, mechanical equipment such as air conditioning condensers and PVC vents, refuse areas and containers and/or other potentially unattractive places and appurtenances from view from any street, sidewalk, or adjacent property shall be accomplished by the use of walls, fencing, berms, and/or planting. Plant screening shall be equally effective in the winter and summer seasons.
- 1.5.11 All fences and walls shall be constructed of materials matching the primary building. Fencing should complement the architectural and landscape design of the site.
- 1.5.12 All utility cables at the RB&W Redevelopment District shall be underground.
- 1.5.13 All refuse containment areas shall be located to the rear of buildings and provided with self-closing solid access doors or gates.



Plazas (above) and outdoor dining areas (below) add life to the street and create a more vibrant pedestrian-oriented place.



Screened common trash areas (below) help to provide order to public and quasi-public spaces and maintain an attractive and inviting atmosphere.

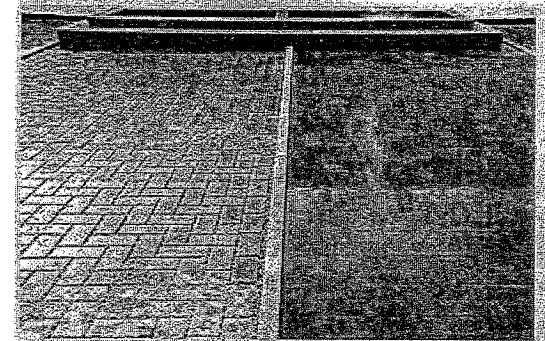


## 1.6 STORMWATER MANAGEMENT

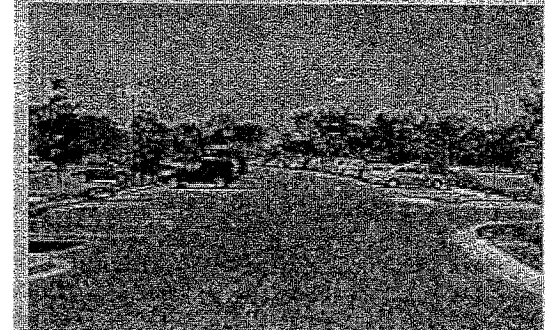
Protecting the water resources of the Rock River is a high priority as the RB&W Redevelopment District is developed. As impermeable surfaces such as roads, parking lots, and roofs are constructed on the site, the quality of storm water requiring management will be greatly affected. Consequently, storm water management practices will need to be designed and implemented to minimize the transport of pollutants and sediments through the storm water system to the surrounding waters. The Best Management Practices (BMP's) introduced in this section can help improve the quality of storm water runoff by reducing the transport of pollutants.

- 1.6.1 The use of shared parking and the minimization of curb cuts within the site are encouraged in order to decrease impervious surfaces, reduce the amount of paved areas, and provide more space for landscaped areas.
- 1.6.2 The use of permeable pavers is encouraged to allow stormwater to infiltrate to the soil below.
- 1.6.3 Where feasible and appropriate, bioswales and/or rain gardens should be integrated into site design along perimeters and parkways to create locations for landscaping designed to help facilitate natural stormwater management functions.
- 1.6.4 Site design that sensibly integrates existing topography to minimize stormwater runoff and properly filters it towards bioswales, rain gardens, or other stormwater management systems is greatly encouraged.
- 1.6.5 Where feasible, oil and grease separators should be used to remove oil, grease, sediments, trash, and other debris from stormwater and thus minimize the introduction of such elements into waterways.

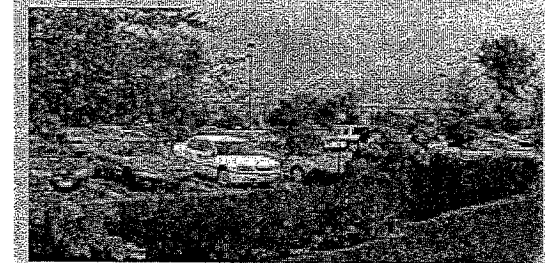
- 1.6.6 Green roofs are encouraged for the RB&W Redevelopment District.



Permeable pavers (above-left) allows stormwater to rapidly infiltrate the soil below rather than slowly runoff and gather surface pollutants as typical pavements do (above right).



Permeable pavers are an excellent alternative for parking lots (above), plazas, and as sidewalk accents for their stormwater management benefits and aesthetic value. Bioswales (below) serve as both an attractive landscape feature and an effective stormwater management tool.



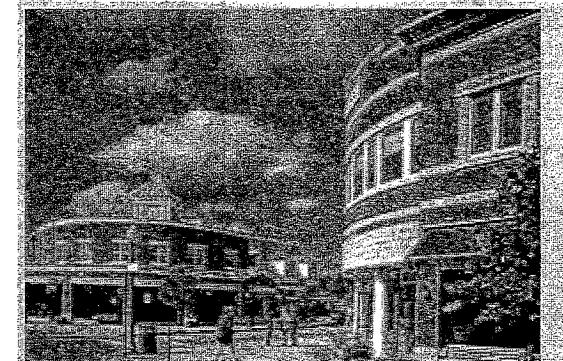
2.1: BUILDING HEIGHT, BULK, AND  
PROPORTION

Successful mixed-use areas create an intimate pedestrian atmosphere, providing an outdoor “room” for visitors and shoppers. Much of this atmosphere can be attributed to the bulk and proportion of buildings as they relate to the street and to one another. Envisioned as an extension to the uptown Rock Falls and an echo to its history, the RB&W Redevelopment District should be comprised primarily of two- to four-story buildings. In addition to being contextually appropriate, buildings of this height contribute to a sense of enclosure and an intimate pedestrian scale.

- 2.1.1 Unless it is determined through the design review process that building height will inhibit views of the Rock River, buildings shall be a minimum of two stories in height.
- 2.1.2 New development should avoid extreme differences in building height. Careful consideration should be given to the height of adjacent buildings.
- 2.1.3 Design elements above four stories, such as clock towers, spires, cupolas, and bell towers, may be acceptable in key locations, provided they are in scale and character with the surrounding area.
- 2.1.4 Stepped back construction is encouraged above the second story of buildings, in order to soften the bulk and visual scale of the building from the sidewalk and street.
- 2.1.5 Features such as balconies, bay windows, turrets, and finials provide human scale and visual interest and are encouraged. Any projecting feature shall not extend more than three (3) feet beyond the property line at the sidewalk.
- 2.1.6 Large, unarticulated, and uninterrupted façades and building walls are to be avoided.
- 2.1.7 The lower levels of buildings should be designed to a pedestrian scale, with a sense of human

craft and handiwork rather than machine crafted details. Providing distinction between the street level and upper levels, such as using an intermediate cornice or change in building materials, is encouraged.

- 2.1.8 The street level of buildings should be predominately (at least 50%) transparent glass along their street edge (or edges, for corner buildings), with large ground floor display windows and bays strongly encouraged for retail and entertainment uses. No exterior building wall should provide less than 25% transparent glass.
- 2.1.9 Front doors of new buildings should reflect the scale, placement, and proportions of the traditional uptown; the use of recessed entryways is encouraged to prevent doors opening directly into the pedestrian way.
- 2.1.10 Entrances are to be at the front of all buildings and face the sidewalk.
- 2.1.11 Additions to original buildings shall “match” the bulk and proportion characteristics of the original building(s).



Top photo: A pedestrian scale and orientation, coupled with architectural detail and transparent storefronts, creates an interesting and inviting atmosphere.

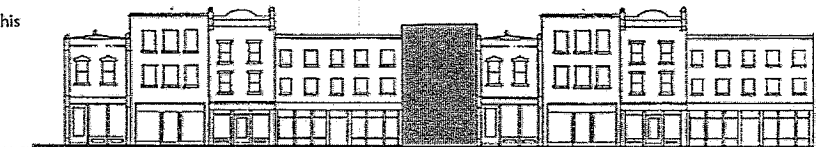
Middle: Upper floor step-backs preserve a human scale and allow more natural light to reach the sidewalk.

Bottom: Buildings which relate to each other in scale and character strengthen the identity of an area and form an inviting “streetwall”.

Not this



This



## 2.2: BUILDING MATERIALS AND STYLES

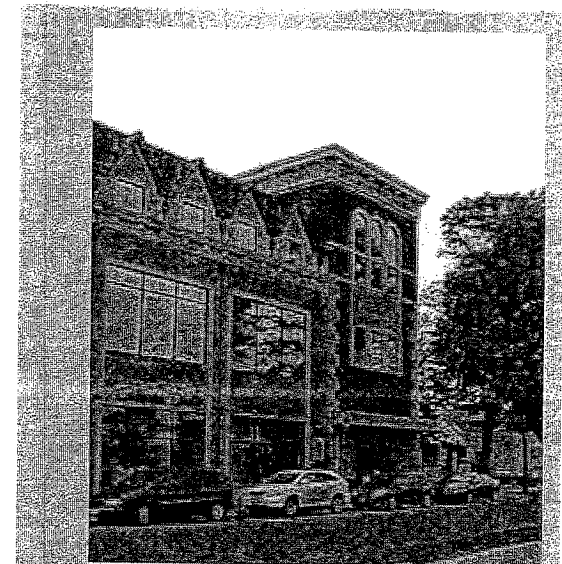
Many, if not most, of the buildings in uptown Rock Falls are masonry buildings occupying a portion of a block. New development at the RB&W Redevelopment District should respect the character of existing uptown buildings through the selection of compatible materials and building styles.

- 2.2.1 New buildings should be constructed of traditional masonry building materials such as brick or stone, with these materials to be used on all sides of the building.
- 2.2.2 Stucco, siding of all types, Exterior insulation finish systems (EIFS) and Dryvit, and other exterior wall coverings are discouraged for commercial and mixed-use buildings.
- 2.2.3 Recommended accent materials include natural or simulated stone, terra cotta, wood and metal trim.
- 2.2.4 Parking is promoted to the rear of buildings within the site, and therefore new construction should have a "360 degree" appearance with design and detail consideration for all visible sides.
- 2.2.5 New buildings should offer high-quality and compatible interpretations of the traditional styles present within Rock Falls' uptown. Regardless of style, new buildings should use traditional and common size masonry materials and reflect the predominant scale, height, massing, and proportions of uptown Rock Falls.
- 2.2.7 New buildings should incorporate decorative cornices, columns, reliefs, terra cotta tiles, and other significant façade detailing.
- 2.2.8 Colors should be compatible with the

predominant hues of nearby buildings and in the uptown (predominantly earth tones, especially red and cream brick).

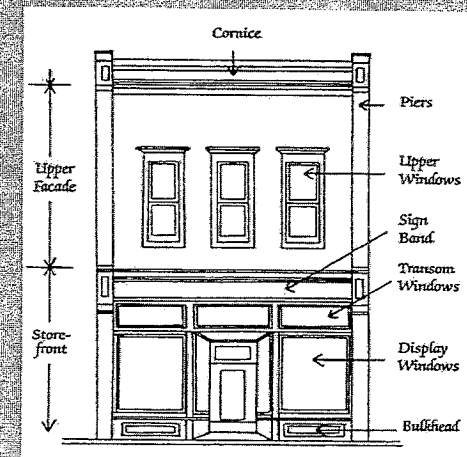
- 2.2.9 Avoid painting elements such as ceramic tile, terra-cotta, brick, stone and glass surfaces, unless essential and appropriate to the architectural style.
- 2.2.10 Fire escapes and exterior staircases should be enclosed, with exterior surfaces to be consistent with those of the principal structure in material and style. Fire escapes and exterior staircases shall not be visible from public streets, trails or the Rock River.
- 2.2.11 Air conditioning units placed in individual windows and window transom areas are strongly discouraged.

The buildings in Rock Falls' relatively compact uptown are generally composed of natural materials, with brick—particularly red brick—being a dominant material. Building styles are typical of traditional late-19<sup>th</sup> and early-20<sup>th</sup> Century commercial structures.



Above: By using compatible building materials and sizes, redevelopment and infill development is sensitive to its context and compatible with the character of historic downtowns.

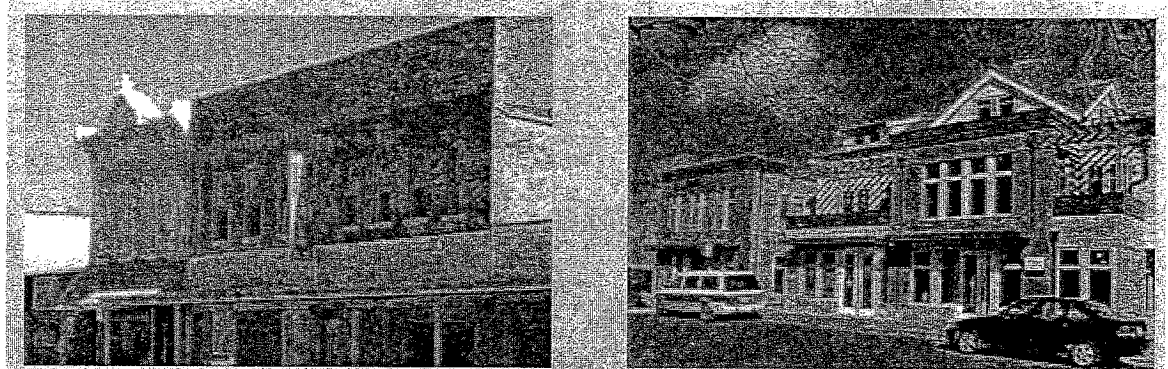
Below: An example of elements and features of building design to consider for compatibility and consistency.



## 2.3: ROOFS AND ROOFLINES

The rooflines of new buildings should be compatible with the rooflines of uptown Rock Falls in terms of shape, alignment, and architectural detailing. The guidelines presented below seek to encourage fresh interpretations on these traditional styles, and simple replication of historic rooflines and roof treatments are not desirable.

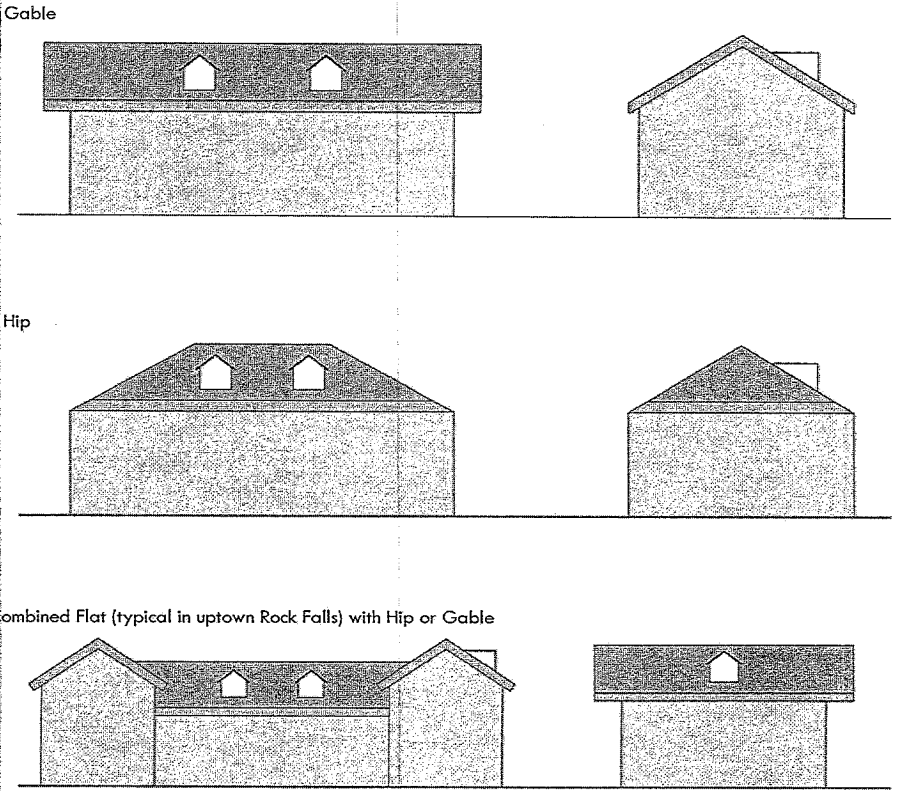
- 2.3.1 The roofs of commercial buildings shall be flat, shallow-sloped, or gabled.
- 2.3.2 Roof parapets are encouraged to create an interesting building profile and to hide rooftop mechanicals and equipment.
- 2.3.3 Cornices and other decorative details are encouraged along the rooflines of buildings.
- 2.3.4 Sloped mansard style (shake or shingle) roofs are discouraged.
- 2.3.5 Rooflines and architectural details should complement the building's architectural style, contributing to the character, image, and appeal of the site.
- 2.3.6 Rooftop terraces or gardens provide building tenants and/or the public with easily accessible open space that offers special views of the Rock River as well as the city, and should be encouraged.
- 2.3.7 "Green Roofs" provide substantial stormwater management and energy efficiency benefits and are encouraged for the RB&W Redevelopment District.



Above: Existing building in uptown Rock Falls are adorned with decorative cornices (as seen on the building to the left in the picture) and simple parapets (the building on the right), two of the most common roofline elements used in commercial districts.

TopRight: Complementary but varying rooflines and roof styles preserve a rhythm of the blockface while providing visual interest and cues to horizontal transitions between spaces and uses.

Right: an illustration of different roof styles that promote compatibility with the RB&W District's context.

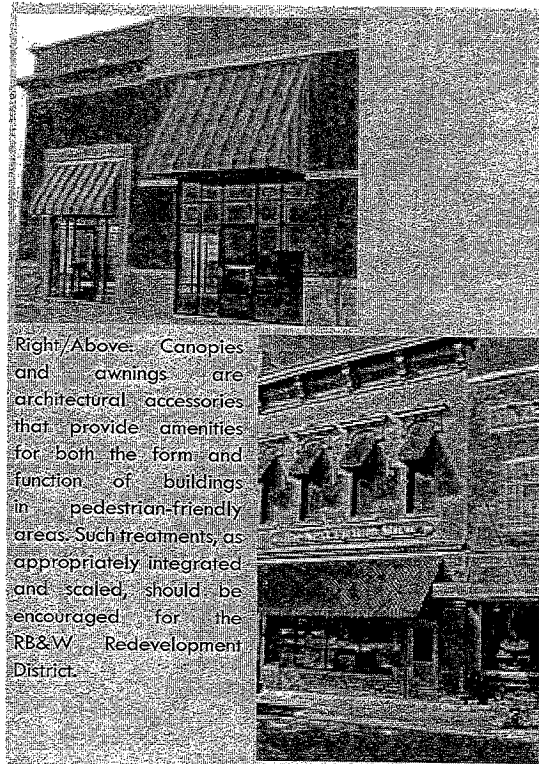


## 2.4: AWNINGS, CANOPIES AND SIGNS

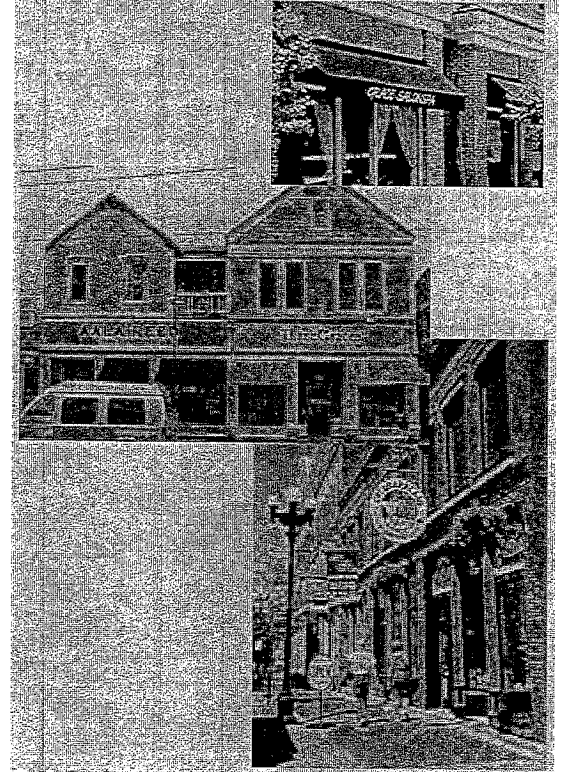
Exterior building attachments are important contributors to the overall feel and experience of a place. Awnings (temporary/seasonal) and canopies (permanent) protect pedestrians from the elements, add color, visual interest, and rhythm to the street, and contribute significantly to an area's pedestrian scale and interest. Signs do more than simply communicate the character of particular businesses - they influence the overall image and experience of the buildings and districts they occupy. These guidelines reflect a focus on pedestrian scale and the creation of a positive experience throughout the RB&W Redevelopment District.

- 2.4.1 Awnings and canopies are encouraged as façade components for all commercial buildings, but only when designed in character with the architectural style, detailing, and color of the building.
- 2.4.2 Awnings should be positioned at a minimum of 9 feet above the sidewalk, and made of a canvas or other durable fabric material that can be easily cleaned.
- 2.4.3 Canopies and awnings constructed of metal, plastic or other materials that could be cracked or broken are prohibited.
- 2.4.4 Awnings, canopies, and signs should not extend beyond windows and entryways, and should never obscure a building's architectural details or elements.
- 2.4.5 Each building tenant should be limited to one sign. In cases where a tenant occupies a corner space with a pedestrian entry on two primary roadways, the Development Review Committee may have the discretion to allow more than one sign.

- 2.4.6 When a building contains exposure and entry from a shared parking area, the Development Review Committee may exercise its discretion to permit more than one sign per building tenant (one on the streetfront, one on the façade facing the parking area).
- 2.4.7 When a building contains multiple storefronts, signs for each business should be consistent in placement and complementary in style.
- 2.4.8 The size, material, color, and shape of signs should complement the architectural scale and style of the building.



Awnings (above) and signage (below) can take on a variety of characteristics, but must be designed and executed as integral components of their buildings.



2.4: AWNINGS, CANOPIES AND SIGNS  
(CONTINUED)

2.4.9 Wall-mounted signs immediately above the storefront are preferred and should be designed as an integrated component of the building façade. Wall signs should be limited to essential information such as business identification and description.

2.4.10 When a building contains multiple storefronts, signs for each business should be consistent in placement and complementary in style.

2.4.11 Projecting signs are allowed, but shall not be placed above the second floor line. Projecting signs shall not extend past three (3) feet from the building wall which they adorn.

2.4.12 Window signs should be allowed in selected storefronts, and on upper floors where essential to the identification and operation of the business. The size of window signs should not account for more than 20% of the window size. Signage hung in window openings shall not obscure more than 15% of the display space.

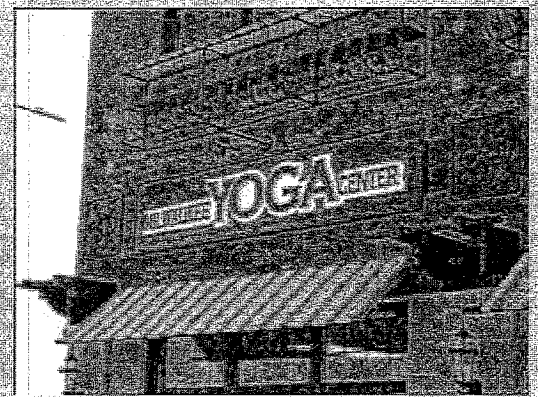
2.4.13 Awnings with signs painted on them are allowed. Other painted-on signage (on exterior walls, windows) is strongly discouraged.

2.4.14 Free-standing signs, if used, shall utilize monument-style design exclusively and shall not extend higher than five (5) feet above the mean street grade. Building signs are strongly encouraged in lieu of monument signs.

2.4.15 Roof-mounted signs, pole signs, pylon signs, neon signs, internally-lit plastic signs, and billboards are prohibited throughout the RB&W Redevelopment District.



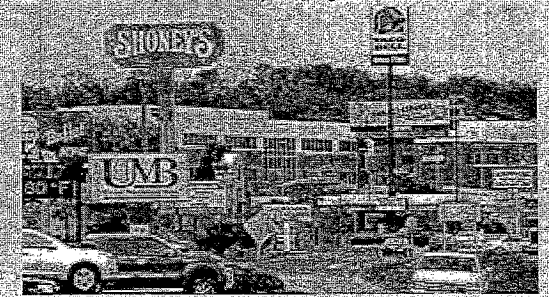
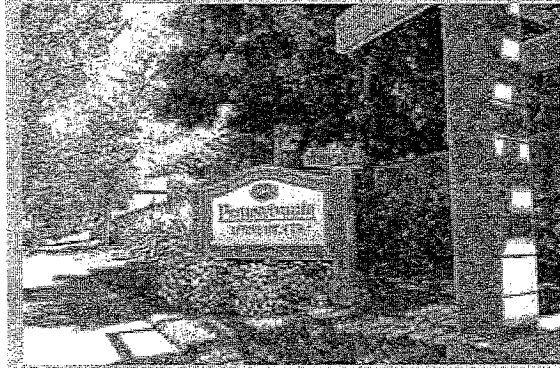
Projecting signs (left), wall signs (right), and awning signs (below left) are the most commonly and effectively utilized signage types for pedestrian-focused districts, as they are in scale with the buildings they adorn and can be used to complement its architecture and the character of the business they identify.



Monument signs (below) are not a first choice for signage in the RB&W District, but may be appropriate in certain applications.

Canopies (above) are permanent building elements that provide architectural interest, signage space, and protection from weather.

Pole signs (below) are simply not appropriate for the RB&W District and are prohibited by these guidelines.



## 2.5: SUSTAINABILITY FEATURES

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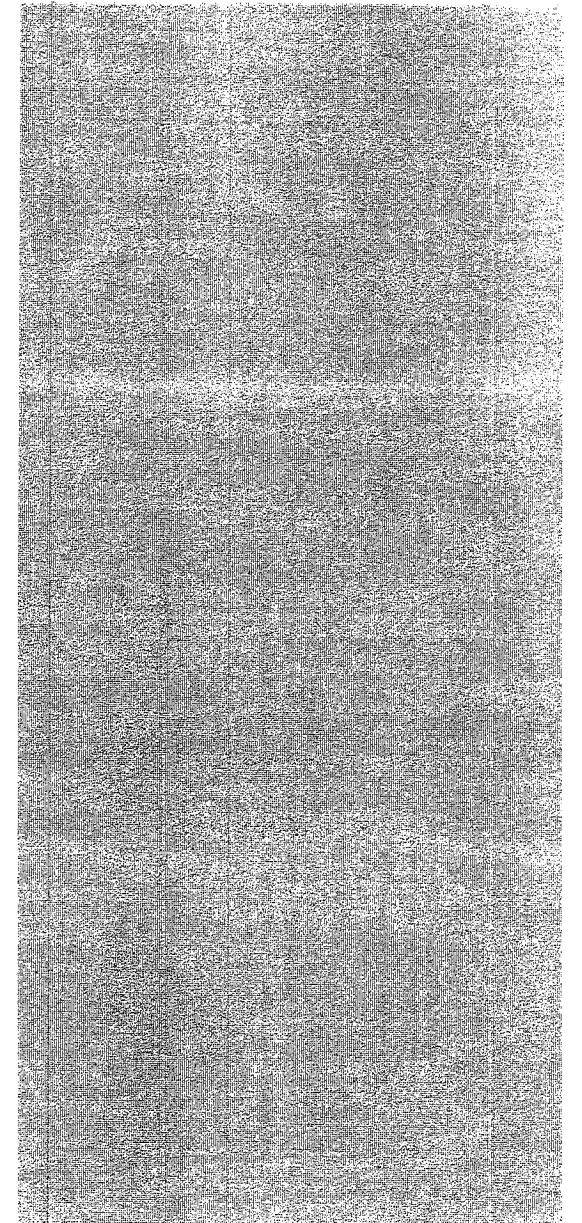
The term “sustainable development” is often used in defining development that seeks to use energy, water, and materials efficiently throughout the life cycle (from design, to construction, and throughout its useful life) of a structure, site, or neighborhood. The RB&W Redevelopment District offers a tremendous opportunity for putting sustainable principles into practice on a highly visible, “landmark” site, and the City of Rock Falls is committed to integrating sustainability into all aspects of development for the site.

- 2.5.1 Property owners, tenants, and developers are encouraged to seek LEED (Leadership in Energy and Environmental Design) certification when designing and developing sites, structures, and interior spaces within the RB&W Redevelopment District. LEED certification is an internationally recognized standard for sustainable development.
- 2.5.2 Developments that employ, to the maximum extent feasible, passive heating and cooling design strategies, such as building and window orientation, natural ventilation, high insulation values, energy efficient windows, light-colored, high albedo, or vegetated roofs, window shading, and shade-providing landscaping are encouraged.
- 2.5.3 Developments should seek to utilize plumbing fixtures which carry the U.S. EPA Certified Water Sense label in order to conserve water to the greatest extent possible.
- 2.5.4 Developments should seek to utilize appliances that carry the “Energy-Star” rating in order to conserve electricity use to the greatest extent possible.

2.5.5 Developments that utilize materials composed of renewable, rather than nonrenewable, resources are encouraged. To the extent practical, building materials produced from locally available raw and manufactured materials are encouraged.

2.5.6 Rain gardens and other Low Impact Development (LID) storm water best management practices (permeable pavers, rain barrels, bioretention, etc.) are encouraged.

2.5.7 The site designs of all developments and redevelopments within the RB&W Redevelopment District are encouraged to accommodate solar panels, small wind energy generators, and other renewable energy strategies where practical. Such strategies shall only be employed at the discretion of the Development Review Committee, and shall be located at the least visible high-performance location of a given site or building.





## SECTION 3 - PUBLIC IMPROVEMENTS

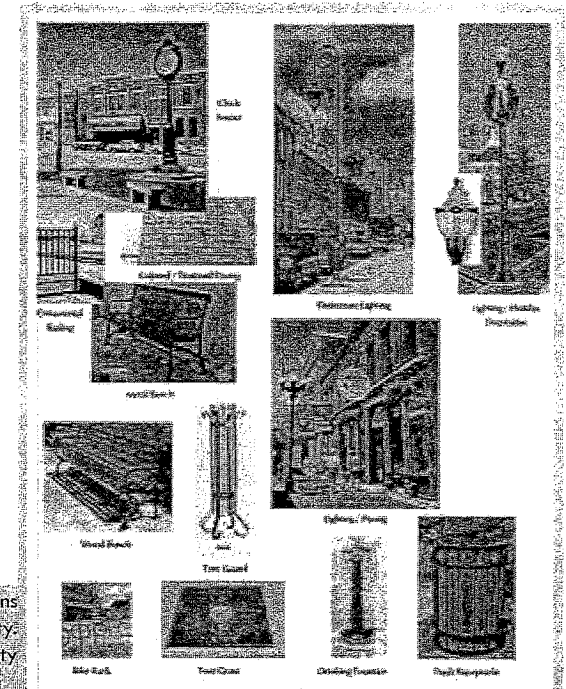
### 3.1: GENERAL PUBLIC IMPROVEMENTS

While private site and building improvements of mixed-use sites within the RB&W Redevelopment District will do a great deal to define the site, a range of projects will be undertaken over time within public rights-of-way and on publicly owned property. These guidelines seek to enhance the image and appearance of the site to create a safe, attractive, and hospitable urban environment that promotes new private investment and development and attracts additional visitors and business patrons to the area.

- 3.1.1 Streets should be designed to accommodate vehicles, pedestrians, and bicyclists on a relatively equal basis.
- 3.1.2 Streets should be designed and controlled to reduce the speed of traffic.
- 3.1.3 Pedestrian crosswalks should be made prominent, for example by incorporating a change in paving material, texture, or color.
- 3.1.4 Sidewalks are to be provided on both sides of all streets, shall be ADA accessible, and should be a minimum of 10' wide, extending from the storefront to the back of the curb, to promote pedestrian comfort and to foster sidewalk animation and activity.
- 3.1.5 Improvement and development of the RB&W Redevelopment District should include a unified system of street furnishings, such as seating areas, trash receptacles, drinking fountains, bike racks, and other pedestrian amenities. The materials, colors, and architectural styles of these elements should be varied but generally consistent with one another and with the character espoused by private development.
- 3.1.6 Features typically located on public property and public ways such as light standards,

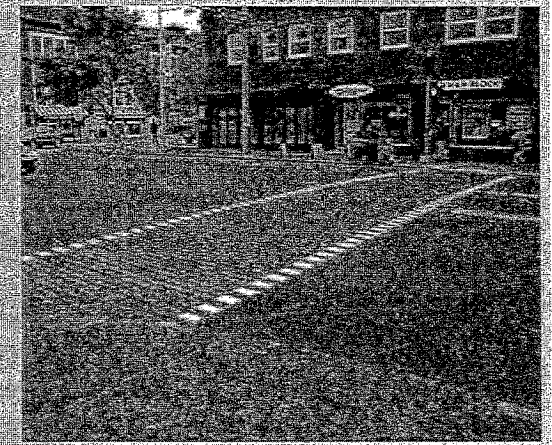
newspaper stands, bus shelters, park buildings and park elements, traffic signs, mailboxes, and gateway and other signage should be designed to be part of the architectural concept of design and landscape, utilizing materials, scale, and proportions that are compatible with buildings and surroundings.

- 3.1.7 The Riverfront Bike and Walk Trail segment within the RB&W Redevelopment District shall be at least 8' wide and paved to maximize pedestrian and bicycle usage.
- 3.1.8 Where practical, elements such as benches, waste receptacles, and lighting should enhance the Riverfront Bike and Walk trail to increase user comfort and amenity.



Top Right: Street furnishings can enhance the experience for patrons in the RB&W Redevelopment District and provide a sense of identity.  
Bottom Right: Accentuated crosswalks provide a sense of continuity and enhance the safety of pedestrian travel.

Bottom Left: Streets that accommodate the automobile as well as pedestrians and bicycles are essential to establishing vibrant urban districts.



**DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS AFFECTING  
AND APPLYING TO THE LOTS AND LANDS OF THE CITY OF ROCK FALLS,  
ILLINOIS, LOCATED WITHIN THE RB&W REDEVELOPMENT SITE:**

**LOT 1 OF ROCK FALLS RELIANT SUBDIVISION #1  
PIN# 11-28-279-016**

Beginning at the Southwest corner of said Block "A"; thence North 53 Degrees 49 Minutes 17 Seconds East, along the South line thereof, being the North line of Third Street (formerly Elm Street) in said City of Rock Falls, a distance of 137.61 feet to the Southwest corner of the property described on the deed recorded as M.F. No. 14070-98 in the Office of the Whiteside County Recorder; thence North 23 Degrees 43 Minutes 21 Seconds West, along the West line thereof, a distance of 180.56 feet to the Northwest corner of said property; thence South 59 Degrees 14 Minutes 17 Seconds West, a distance of 176.95 feet to the West line of said Block "A", being the Easterly line of Avenue "A" (formerly Park Street); thence South 36 Degrees 03 Minutes 30 Seconds East, along said West line, a distance of 193.02 feet to the Point of Beginning;  
Containing 0.669 acres, more or less.

Return to:

**ROCK FALLS RB&W REDEVELOPMENT SITE**  
**Restrictive Covenants**

The City of Rock Falls, Illinois, a Municipal Corporation, acting by and through its City Council (referred to herein as "City Council") being duly vested with authority to acquire, own, develop and sell real estate for commercial and residential purposes, does hereby adopt the following as covenants, conditions and restrictions to be applicable to, binding upon and to be a covenant to run with the land and be binding upon all successors in interest to any of the lots, lands, tenements and hereditaments of the real property of the City of Rock Falls to which these covenants, conditions and restrictions ("Covenants") are made applicable. Said Covenants are adopted for the purpose of establishment and maintenance of character and quality of usage of the lots and lands described herein.

**I. Land described.**

The following is the description of the lots and lands to which these Covenants are appended and to which these Covenants are made applicable:

**LOT 1 OF ROCK FALLS RELIANT SUBDIVISION #1**  
**PIN# 11-28-279-016**

Beginning at the Southwest corner of said Block "A"; thence North 53 Degrees 49 Minutes 17 Seconds East, along the South line thereof, being the North line of Third Street (formerly Elm Street) in said City of Rock Falls, a distance of 137.61 feet to the Southwest corner of the property described on the deed recorded as M.F. No. 14070-98 in the Office of the Whiteside County Recorder; thence North 23 Degrees 43 Minutes 21 Seconds West, along the West line thereof, a distance of 180.56 feet to the Northwest corner of said property; thence South 59 Degrees 14 Minutes 17 Seconds West, a distance of 176.95 feet to the West line of said Block "A", being the Easterly line of Avenue "A" (formerly Park Street); thence South 36 Degrees 03 Minutes 30 Seconds East, along said West line, a distance of 193.02 feet to the Point of Beginning;

Containing 0.669 acres, more or less.

Said lots and lands are generally referred to herein as the "RB&W Site" and said reference, being singular, shall apply to each lot or parcel of real estate which may be subsequently separated or partitioned from all of that real estate described within this paragraph, and use of the words RB&W Site shall refer to each separate lot or parcel which may be subsequently set apart from or conveyed to a separate grantee.

**II. Use**

**A. Approved Uses.** Subject to applicable zoning regulations, specific prohibited uses as set forth in section B below, and restricted uses as set forth in section C below, uses which are approved for the RB&W Site include all of those listed in section 16-201 of the Rock Falls code of ordinances (permitted uses in the MU-1 district) and similar uses that, in the opinion of the Zoning Committee, would be compatible with the listed permitted uses and the quality, character, appearance and function of the RB&W Site as a whole.

**B. Prohibited Uses.** No use of the RB&W Site shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, vibration or other pollution, nor

shall any use be permitted which is hazardous by reason of excessive danger of fire or explosion, which may be injurious to any property or persons on or about the RB&W Site, and any dust, smoke or other airborne pollutants visible outside of the walls of the premises from which it emanates shall be considered offensive. Any noise generated from an indoor use shall be considered offensive if audible outside of the walls of the premises from which it emanates (see special provisions for outdoor activities in sub-section C, below).

Uses that are prohibited include the following:

1. adult uses as enumerated in Sec. 34-480 of the Rock Falls Code of Ordinances
2. agriculture and livestock
3. assembly, fabrication and manufacturing
4. automobile and machinery sales and service garages
5. billboards
6. churches and other religious institutions
7. elementary, middle and high schools
8. day labor offices
9. detached single family homes
10. flea markets and pawn shops
11. for-profit blood or plasma donation centers
12. funeral homes and mortuaries
13. gold buyers
14. junkyards and auto wrecking yards
15. kennels
16. mini-storage, warehouses and freight terminals
17. motor fuel stations and car washes
18. outdoor storage of equipment or merchandise
19. outdoor vending machines
20. mobile homes
21. pay day loan stores
22. shooting ranges
23. waste treatment and transfer facilities and composting and recycling facilities
24. similar uses that, in the opinion of the Zoning Committee, would be incompatible with the permitted uses and the quality, character, appearance and function of the RB&W Site as a whole

**C. Restricted Uses.** The following uses may be approved by the Zoning Committee provided they meet the applicable standards described in this section and the Zoning Committee finds that the uses would not be incompatible with the permitted uses and the quality, character, appearance and function of the RB&W Site as a whole:

1. Accessory drive-throughs and drive-ups – includes banks, coffee shops, restaurants, drug stores, etc.:
  - (a) Must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (b) Maximum of 2 lanes/windows;
  - (c) Minimum stacking area of 3 cars per lane that are clearly separated from parking and other circulation areas;
  - (d) May not be located on the front of a building, a side of a building facing the river, or a side of a building facing public open space/park;
  - (e) Fully screened from view from the riverfront trail;
  - (f) Canopy setback a minimum of 20 feet from all streets and 40 feet from the riverfront trail;
  - (g) Maximum canopy height of 20 feet;
  - (h) Canopy may not be internally lit;
  - (i) Maximum intensity of lighting under the canopy of 2.0 foot candles;
  - (j) Outdoor speakers shall not be audible beyond the property line;
  - (k) Approval by the Zoning Committee shall specify operating hours; and
  - (l) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.
2. Accessory outdoor dining – includes all outdoor seating areas intended for regular use by patrons of food and beverage establishments:
  - (a) Must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (b) Dining area shall be specifically designed and approved for such use;
  - (c) Area shall be clearly delineated and separated from sidewalks, parking/circulation areas and public spaces through the use of fences, walls, and/or landscaping;

- (d) Serving of alcoholic beverages shall comply fully with all City of Rock Falls and State of Illinois regulations;
  - (e) Approval by the Zoning Committee shall specify operating hours; and
  - (f) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties;
3. Accessory outdoor entertainment and recreation -- includes the regular offering of live and recorded music, theatrical performances, film screenings and similar forms of entertainment; also includes public and private sports courts and fields, playground equipment, climbing walls, swimming pools, boat launches, docks, fishing piers, and similar active recreation facilities:
- (a) Applications for approval must specify the types of entertainment or recreation to be offered, the anticipated dates and times the use will be conducted, the methods to be used to provide adequate supervision/ security and to monitor compliance with the restrictions placed on the use by the Zoning Committee and by the City of Rock Falls as may be applicable;
  - (b) Area must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (c) Area shall be specifically designed and approved for such use;
  - (d) Area shall be clearly delineated and separated from sidewalks, parking/circulation areas and public spaces through the use of fences, walls, and/or landscaping;
  - (e) Approval by the Zoning Committee shall specify operating hours;
  - (f) Performances shall fully comply with all applicable laws and regulations of the City of Rock Falls, including those pertaining to noise and nuisances;
  - (g) Approvals granted by the Zoning Committee are valid for only one calendar year and must be renewed annually; and
  - (h) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.
4. Accessory service, repair, light assembly, and fabrication -- includes household appliances, furniture, electronics, and typical office equipment, etc. Does not include motor vehicles, heavy machinery or related equipment:

- (a) Area must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (b) Area must be in a fully enclosed space;
  - (c) Maximum area of 500 square feet; and
  - (d) Must not result in off-premises impacts (such as noise, odors, glare, etc.) greater than those emitted by the principal use.
5. Automated Teller Machines (ATMs)
- (a) Must be located inside a principal structure or within an approved drive through facility.
6. Antennas, satellite dishes and telecommunications equipment
- (a) Shall be located only on rooftops and fully screened.
7. Farmer's market – includes the regularly scheduled sale of produce, meats, food products, flowers, and/or plants by one or more vendors on public or private property:
- (a) Applications for approval must specify the general types of products to be sold, the anticipated dates and times the use will be conducted, the methods to be used to provide adequate supervision/ security and to monitor compliance with restrictions placed on the use by the Zoning Committee and by the City of Rock Falls as may be applicable;
  - (b) The Zoning Committee may require a bond to be posted to cover any damage to public or private facilities located on the RB&W Site which is directly attributable to the conduct of the farmers market;
  - (c) Location shall not create a hazard for pedestrians or vehicles or result in damage to landscaping or other improvements;
  - (d) May not include the sale of general merchandise not directly related to the cultivation or preparation of food products;
  - (e) Approval by the Zoning Committee shall specify operating hours;
  - (f) All vendors shall fully comply with applicable laws and regulations of the City of Rock Falls and Whiteside County Health Department;
  - (g) Approvals granted by the Zoning Committee are valid for only one calendar year and must be renewed annually; and
  - (h) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.

8. Home occupations
  - (a) Shall fully comply with all applicable laws and regulations of the City of Rock Falls.
9. Household pets – includes dogs, cats and other typical household pets kept in residential units. Does not include livestock, poultry, wild animals, or the raising or breeding of any animal for any commercial purpose:
  - (a) Applications shall indicate type, number and weight of animals to be permitted in each unit, areas where pet walking is to be permitted, if any, and methods to be used for the disposal of pet waste;
  - (b) Outdoor kennels, houses, pens and similar devices are prohibited; and
  - (c) All restrictions and limitations approved by the Zoning Committee shall be included in the leases or covenants of the applicable residential units, and the landlord or owner's association, as applicable, shall have primary responsibility for enforcing the restrictions.
10. Special events – includes festivals, auto shows and similar events of a temporary nature open to the public with or without an admission charge:
  - (a) Each special event shall require a separate approval;
  - (b) Applications shall specify: the type of event and the activities to be offered as part of it; the specific location(s) on the RB&W Site for each activity; the dates and times of operations, setup and takedown; admission charges; methods to be used to secure the site at all times; areas to be used parking; methods of waste disposal; and similar information as needed for the Zoning Committee to gain a full understanding of the nature of the event and its potential impacts on owners, occupants and facilities on the on RB&W Site and surrounding properties;
  - (c) The Zoning Committee may require a bond to be posted to cover any damage to public or private facilities located on the RB&W Site that are directly attributable to the conduct of the special event;
  - (d) Location shall not create a hazard for pedestrians or vehicles or result in the damage of landscaping or other improvements;
  - (e) Shall require approval of a special event permit from the City of Rock Falls;
  - (f) Shall fully comply with all other applicable laws and regulations of the City of Rock Falls, Whiteside County, and State of Illinois; and
  - (g) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a



nuisance to other owners or occupants of the RB&W Site or surrounding properties.

11. Temporary construction and sales offices – includes trailers and portable buildings used by contractors and sales personnel during construction of a building on the RB&W Site:
  - (a) Maximum of 2,000 square feet per structure;
  - (b) Maximum of two structures per property; and
  - (c) Shall be removed within 10 days of the issuance of certificate of occupancy by the City of Rock Falls.
12. Temporary outdoor display of merchandise – includes events put on by merchants located on the RB&W Site such as sidewalk sales and tent sales, etc.:
  - (a) Each event requires separate approval of the Zoning Committee 30 days prior to event;
  - (b) Where possible, such events should be held jointly by all/several merchants on the RB&W Site;
  - (c) Maximum of two events per year per business located on the RB&W Site;
  - (d) Maximum of 72 hours per event;
  - (e) Location shall not create a hazard for pedestrians or vehicles or result in the damage of landscaping or other improvements; and
  - (f) Use of publicly owned area also requires City approval.
13. Vending carts – includes non-motorized wheeled carts selling merchandise, food and/or beverages:
  - (a) Applications shall specify: the types of merchandise, food or beverages to be offered; the specific type of cart to be used; the anticipated dates and times the use will be conducted; the methods to be used to store and dispose of wastes; and the methods and location of storage when the cart is not in use;
  - (b) Carts shall be designed specifically for the intended use;
  - (c) Location shall not create a hazard for pedestrians or vehicles or result in the damage of landscaping or other improvements;
  - (d) Approval by the Zoning Committee shall specify operating hours;
  - (e) Shall fully comply with all applicable laws and regulations of the City of Rock Falls and the Whiteside County Health Department;
  - (f) Approvals granted by the Zoning Committee are valid for only one calendar year and must be renewed annually; and

- (g) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.

**D. Hazardous Materials.**

No Hazardous Materials of any kind shall be permanently stored in or disposed of on the RB&W Site. As used herein, Hazardous Materials shall mean:

1. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and rules or regulations promulgated thereunder;
2. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and rules and regulations promulgated thereunder, but excluding oil, petroleum products and their by-products; and
3. Any substance which is regulated by any federal, state or local governmental authority or that is the subject of any law, rule or regulation.

**III. Design Guidelines.**

All proposed construction, additions or reconstructions of any improvement to the RB&W Site (including buildings, auxiliary buildings, signs, walls, fences, outside lighting, landscaping, driveways and parking areas) shall comply with the RB&W Site Development Design Guidelines ("Guidelines") dated 12/13/2017, and attached here as Appendix A. Compliance with said Guidelines shall be as determined solely by the Zoning Committee per the provisions of Article IV hereof.

**IV. Development Approval.**

Prior to the commencement of construction, addition or reconstruction of any improvement to the RB&W Site (including buildings, auxiliary buildings, signs, walls, fences, outside lighting, landscaping, driveways and parking areas), the owner or prospective owner thereof must submit receive approval from the Zoning Committee (the "Committee") per the provisions of these section.

**A. Development Review Process**

1. Plan preparation and submittal – All property owners and prospective purchasers of land or buildings within the RB&W Site shall submit three sets of complete plans and specifications for the proposed construction, alteration or reconstruction to the Building Department. All plans and specifications submitted shall be prepared by a qualified, registered architect or contractor who shall certify in writing that he/she has and will prepare the plans in accordance with all zoning, building, health and safety ordinances, codes and laws and in accordance with all applicable easements, design guidelines and other development standards pertaining to the RB&W Site. The plans and specifications shall require all contractors and subcontractors on the proposed project to acknowledge

receipt of and agree to abide by these conditions. The plans and specifications shall include such detail as the Committee shall require to show the size, shape, floor plans, section details, square footage, height (including elevation drawings of all exterior walls), site plan, foundation plan, roof plans, all grading and landscaping plans, any proposed changes to be made in the elevation or surface conditions of the RB&W Site, all exterior improvements, and building materials.

2. **Completeness review** – The Building Department shall have five business days to review the plans for completeness. If plans are deemed to be incomplete, the Building Department shall provide a written notification to the applicant detailing those items that are incomplete. If the plans are deemed to be complete, the Building Department shall schedule a Committee meeting to act on the plans, which meeting shall take place within 30 days of the date the plans were deemed to be complete.
3. **Committee review and action** – The Committee shall make its determination on approval of the plans and specifications, lot grading, and landscaping plans based upon: their consistency with the Guidelines, permitted uses, and other development standards and provisions contained in these Covenants; the suitability and durability of the proposed construction; the quality of the building materials and overall construction; the harmony of external design; and the effect and appearance of such proposed project as viewed from the streets and neighboring properties. The Committee shall have 30 days from the date the plans and specifications were deemed to be complete to render either a written approval or written rejection thereof stating specifically the basis of objections. A rejection also may contain suggestions for changes to the plans and specifications, etc. that would make such project acceptable. If the Committee gives no response within 30 days from the date the plans and specifications were deemed to be complete, the plans and specification as submitted shall be deemed to be approved.

**C. Code compliance.** All plans and specifications and methods of construction shall be in full compliance with all applicable codes and regulations of the City of Rock Falls and State of Illinois. To the extent that an applicant is intending to seek a variance, waiver or change in any code or regulation applicable to the applicant's project, such intention shall be fully disclosed to the Committee as part of the submitted application materials. Approval of the project plans and specifications by the Committee shall be required prior to the applicant seeking action on the proposed variance, waiver or change by the appropriate authority; however, such approval by the Committee shall not constitute an endorsement of the proposed variance, waiver or change by the Committee unless the Committee so indicates in a separate written document submitted by the Committee to the entity authorized to approve the proposed variance, waiver or change.

**D. Disclaimer.** The Committee's review of submissions is only for the purpose of assuring the character and value of the RB&W Site and shall not be relied upon by anyone as a representation as to structural soundness, fitness for a particular

purpose or compliance with zoning, building, health or safety codes or ordinances or any other restrictions on the construction or property, other than the restrictive covenants contained herein.

#### **V. Project Construction.**

- A. Approved plans.** Construction of a project approved by the Committee in accordance with Article IV herein shall be in accordance with the plans and specifications approved by the Committee.
- B. Construction Site Standards.** Construction and the conduct thereof shall comply with all governmental requirements as to health and safety. In addition, building and site plans of the owner shall address, at a minimum, erosion control, parking for construction workmen, office trailers on the RB&W Site, materials storage locations, security, design, location and disposal of sewage during construction, cleaning and policing of the construction site and protection of streets, street right-of-ways and property adjoining the building site. These may be addressed in plan notes or letter form. When the construction of the project is begun, work therein shall be prosecuted diligently and continuously, as determined by the Committee and City Building Code time frames, until full completion. Any building shall be substantially completed prior to occupancy of any part thereof, and landscaping shall be fully completed within 30 days following initial occupancy, weather permitting or as determined by the Committee.

#### **VI. Utilities**

All electric, telephone and other utility lines in or servicing facilities on the RB&W Site must be underground. It is the responsibility of the owner or occupant of the facility to make arrangements with the suppliers of electrical, water, sewer, telecommunications and other utility appurtenances extend said utilities to the owner's facility consistent with the requirements contained in these covenants.

#### **VII. Stormwater Management.**

(Need to provide language about how each parcel is to deal with stormwater management. At a minimum, there should be provisions that prohibit each lot from creating negative impacts on the others and for prohibiting inappropriate use of the drainage system (i.e., using it to dispose/discharge of anything but stormwater). Will there be a site-wide system installed upfront that everyone will connect to, or is each parcel on its own? If there is a site-wide system, what limits/restrictions/pre-treatment requirements are there on each lot owner? If there are shared/common area facilities, who maintains them?)

Storm Water Design must be compliant with Storm Water Ordinance Sec. 6-665.

#### **VIII. Utility Easements.**

No improvements other than landscaping made be constructed or installed within a utility easement as set forth on the plat of the RB&W Site without the approval of the Committee. Anyone making use of said utility easements shall be responsible for restoration of all grades and landscaping disturbed by such work.

Consistent with any restrictions recorded as part of a utility easement, the Committee may allow paving and fences and other minor improvements of a similar nature to be constructed in a utility easement, provided that the owner of such improvements shall be responsible for the continued maintenance, replacement or removal should they be disturbed by anyone making appropriate use of said easement.

**IX. Parking and Loading.**

Parking and loading shall be restricted to only those locations specifically designed and designated for them. Owners shall enforce all fire lane and other "no parking" restrictions on paved areas within their lots as required by the applicable fire safety authorities. Owners also shall be responsible for directing their employees, vendors, customers and guests to park/load/unload in areas appropriately designated for each.

**X. Maintenance and Operations.**

**A. Maintenance.** The owner of a lot shall have a duty and responsibility to:

1. Keep the premises, structures, improvements, parking lot, appurtenances and landscaping so that all conform with these Covenants and in a maintained, safe, clean and attractive condition at all times;
2. Comply in all respects with city, state and federal governmental, health, fire and police requirements;
3. Remove promptly any rubbish of any character whatsoever that may accumulate on a lot. Trash or rubbish must be placed in appropriate containers as defined by the Committee. Trash or rubbish must not be placed or stored between any building and the edge of any abutting street;
4. Maintain all required landscaping and shall specifically (i) keep grass cut to not over 4 inches in height (ii) remove and replace all dead or diseased trees and shrubbery (iii) perform such additional planting, seeding, sodding and grading work as necessary to prevent soil erosion, and (iv) keep any native grass planting free from intrusive woody plants; and
5. Follow these Covenants or city code, whichever is more restrictive.

**B. Operations.** The owner of a lot shall have a duty and responsibility to:

1. Operate the property and all facilities only in the manner for which they were designed, intended and approved. Any proposed changes in use or general nature of the operations shall first be submitted to and approved by the Committee;
2. Conduct all operations in a manner that is not offensive and does not pose a nuisance to other owners or occupants of the RB&W Site or surrounding properties. Offensive operations and nuisances shall be as defined in

Chapter 10, Article IV of the Rock Falls Code of Ordinances as well as those activities and impacts that give rise to other owners or occupants of the RB&W Site or surrounding properties to file written complaints with the Committee that the Committee finds to be counter to character and quality of the RB&W Site as described in these Covenants;

3. Ensure that where that keeping of household pets is specifically approved by the Committee, that the owners of such pets maintain appropriate control of them at all times and that pet waste is properly disposed of;
4. Adhere to the hours of operation for a particular use as approved by the Committee;
5. Conduct all outdoor entertainment, recreation and other outdoor activities in strict accordance to the terms and conditions placed upon such outdoor activities by the Committee; and
6. Ensure that all employees, contractors, tenants of the owner are made aware of all applicable provisions of these Covenants and that they conduct themselves accordingly. In the event an employee, contractor or tenant does not conduct themselves in accordance with these Covenants, it shall be the owner's responsibility, to the extent permitted by law, to immediately correct their conduct and/or remove them from the RB&W Site.

**C. Notice and Right to Abate and Lien.** If, in the opinion of the Committee, anyone who fails in any given responsibility set forth in this article, then the Committee may give such owner notice of failure and such owner must, within 10 days of receipt of such notice, undertake the work required to restore said owner's site to a safe, clean, attractive and lawful condition complying with these covenants. Should any such owner fail to timely fulfill this duty and responsibility after such notice, then the Committee shall have the right, license and power, but not the obligation, to perform such area maintenance. The owner of a lot shall be liable for the cost of any such work, and shall reimburse the Committee for all reasonable expenses, including attorney fees, incurred in collecting such costs. In addition, each owner of a lot subject to this paragraph hereby consents to and gives and grants to the Committee and to the City a lien upon such lot to serve as collateral for the repayment of the costs and expenses owed, which lien may be perfected by the filing by the Committee in the Recorder's Office of Whiteside County, Illinois, of a Notice of Claim for Lien setting forth the amount owed, the lot to which the lien applies, the name and last known address of the owner of said lot, and the general nature of the work performed giving rise to the claim.

**XI. Waiver of Right to Object to Special Taxing Districts.**

While these Covenants remain in effect, all owners, lease holders and tenants within the RB&W Site agree to waive their rights to object, as may otherwise be provided under state law, to the creation of a Special Service Area or Business Development District by the City of Rock Falls covering all or a portion of the RB&W Site provided the maximum annual levy imposed under a Special Service Area would not exceed \$ \_\_\_\_\_, and the maximum sales and hotel occupancy taxes imposed under a Business Development District would not exceed \_\_\_\_ per cent (\_\_\_\_%).

**XII. Required Development.**

The owner shall commence the construction of improvements on the RB&W Site in accordance with approved plans from the Committee. If the construction is not timely commenced, or once commenced, not diligently pursued to completion, the owner shall nonetheless be required to install acceptable landscaping on its property. Such landscaping shall comply with the requirements of sub-section X.A.4. herein and shall include, at a minimum, the seeding of the entire ground surface of the owner's property. If the owner fails to either install or maintain the landscaping, the Committee shall have the right, privilege and license (but not the obligation) to do so, and all amounts expended by the Committee, together with a surcharge of twelve (12) percent per annum of cost for overhead plus all legal fees incurred by the Committee in enforcing this provision shall be, upon written demand of the Committee, immediately due and payable by the owner. If not paid by the owner within thirty (30) days of demand, the charges shall bear interest at the rate of 12% per annum and shall be collectible for all lawful means. The charges, together with interest thereon, shall also constitute a lien against the owner's property on or for which the work was performed.

**XIII. Option to Repurchase.**

If an owner fails to commence construction of improvements on the RB&W Site within one year of its purchase of a lot from the Committee or, after commencement of construction, fails to diligently pursue the construction to completion, so that the development is completed in substantial accordance with plans and specifications approved by the Committee on or before the first anniversary date of the owner's purchase of the lot from the Committee, then the Committee shall have the option to repurchase the lot for the same price paid by the owner to the Committee. This option shall be exercised by the Committee within ninety (90) days of the event giving rise to such option by written notice to said owner or its successors in interest. If the option is not so timely exercised, it shall expire and be of no further force or effect. The notice shall specify a closing date between thirty (30) days and sixty (60) days of the date of the notice. The lot shall be conveyed by general warranty deed, free and clear of all tenancies, liens or encumbrances.

This Instrument shall put all parties on notice of this Option to Repurchase and no separate agreement need be executed by an owner (or its successors in interest) in order to validate the Committee's option hereunder.

**XIV. Further Subdivision Prohibited.**

No lot which has been designated as a building lot on the original plat of subdivision of any subdivision to which these covenants and restrictions apply shall be further subdivided by

any future owner thereof except with the express written consent of the Committee. This shall include the creation of a condominium association, housing cooperative, timeshare or any other form of divided ownership of land or improvements as allowed by Illinois law.

#### **XV. Additional Restrictions.**

The owner shall not, without the prior written consent of the Committee, impose any additional covenants or restrictions on the RB&W Site or any part thereof, but the Committee may include in any contract or deed hereinafter made and covering all or any portion of said "Part" any additional covenants or restrictions applicable to the RB&W Site which are not consistent with and which do not lower the standards of the Covenants set forth herein.

#### **XVI. Violations.**

If any person, firm, corporation or other entity owning or holding any interest in any lot, land or part of the subdivisions to which these restrictive Covenants apply shall violate any of the Covenants, then in order to redress such violations, the Committee shall have the following powers and authority, all of which shall be cumulative and not exclusive:

1. To file and maintain in the name of the City of Rock Falls an action at law for the recovery of damages from the person or persons violating these covenants, and including in such recovery all costs and expenses incurred in such action, including reasonable attorney fees.
2. To file and maintain an action seeking a temporary restraining order, preliminary injunction and permanent injunctive relief, including mandatory injunctive relief for the purpose of preventing or enjoining any violation or the continuation of any violation of these covenants and restrictions. For this purpose, each owner of any lot, land or portion of the subdivisions to which these Covenants apply does hereby acknowledge and agree that a remedy at law may be inadequate to secure redress and remedy arising from violation of these Covenants, and does further acknowledge and agree that damages may be inadequate to properly compensate the Committee or the City of Rock Falls for damage arising from violation of these Covenants. Each such owner of any lot, land or portion of the subdivisions does therefore acknowledge and agree that a court of competent jurisdiction shall have full authority to enter mandatory or prohibitory injunctions, preliminary or permanent, and restraining orders in accord with and pursuant to this provision.

#### **XVII. Titles.**

The addition of titles to the various paragraphs in this instrument are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not titled.



**XVIII. Severability.**

Invalidity of any one or more of the provisions of these Covenants shall not affect the validity or enforceability of any of the other provisions, hereof, which shall remain in full force and effect.

**XIX. Duration and Amendment.**

These Covenants shall continue and be binding for a period of twenty-five(25)years from the date hereof. These Covenants shall automatically be continued thereafter for successive periods of twenty (20) years each. Provided, however, that said Covenants may be amended or altered in accordance with the following:

1. So long as any of the lots or lands within the subdivision to which these Covenants are applicable are owned by the City of Rock Falls, then said Covenants may be amended by adoption by the City Council of the City of Rock Falls, by two-thirds (2/3) majority vote, of an ordinance amending the same. Prior to the City Council's consideration of such an ordinance, the Committee shall provide the City Council a written recommendation concerning the proposed amendment, with an affirmative recommendation to amend these Covenants requiring a two-thirds (2/3) majority vote of the Committee. This same process also shall be used to exempt and exclude application of any one or more, including all, of these Covenants to any one lot or parcel within the subdivisions to which these Covenants are applicable provided, however, that no such amendment, exemption or exclusion shall permit the construction of any improvement or the use of any lot or parcel in any manner which would be in violation of any duly adopted ordinance or code then in effect within the City of Rock Falls.
2. Any amendment, alteration, exemption or exclusion in or from the application of these Covenants shall be effective only from the time a duly adopted and executed original thereof shall have been recorded in the Office of the Recorder of Whiteside County, Illinois."

**City of Rock Falls, Illinois  
Industrial Development Committee**

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

Attest: \_\_\_\_\_  
Secretary

The above and foregoing Restrictive Covenants and conditions consisting of seventeen (17) pages was signed by the City of Rock Falls, Whiteside County, Illinois, as Owner this \_\_\_\_ day of \_\_\_\_\_, 2017.

City of Rock Falls, Illinois

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

Attest: \_\_\_\_\_

Approved by the Industrial Development Committee of the City of Rock Falls, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2017.

Industrial Development Committee of the City of Rock Falls, Illinois

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

Attest: \_\_\_\_\_  
Secretary

**DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS AFFECTING  
AND APPLYING TO THE LOTS AND LANDS OF THE CITY OF ROCK FALLS,  
ILLINOIS, LOCATED WITHIN THE RB&W REDEVELOPMENT SITE:**

**LOT 1, 2 & 3 OF ROCK FALLS RELIANT SUBDIVISION #2  
PIN# 11-28-279-019  
PIN# 11-27-151-019**

Beginning at the Northeast corner of Sub-Lot 10 in the Re-Subdivision of Lots 10-1/2, 11, 12, 35, 36, 37 & 38 in Block "B" in Woodworth's Subdivision of part of said Northwest Fractional Quarter (NW frac. ¼) of Section 27, according to the plat thereof recorded in Plat Book 6 at Page 38 in the Office of the Whiteside County Recorder; thence South 88 Degrees 28 Minutes 50 Seconds West, along the North line thereof, a distance of 160.02 feet (160 feet platted) to the Northwest corner thereof; thence South 00 Degrees 57 Minutes 04 Seconds East, along the West line of said Lot 10, a distance of 6.29 feet; thence South 53 Degrees 49 Minutes 17 Seconds West, a distance of 380.02 feet to the Southeasterly line of the Former Chicago, Burlington & Quincy Railroad; thence South 33 Degrees 53 Minutes 10 Seconds West, along said Southwesterly line, a distance of 0.96 feet; thence South 01 Degrees 50 Minutes 44 Seconds East, a distance of 6.80 feet; thence South 59 Degrees 14 Minutes 17 Seconds West, a distance of 253.81 feet to the East line of Avenue "A" (Formerly Park Street) in said City of Rock Falls; thence North 36 Degrees 03 Minutes 30 Seconds West, along said East line, a distance of 282.49 feet; thence South 53 Degrees 41 Minutes 36 Seconds West, a distance of 15.0 feet; thence North 36 Degrees 03 Minutes 30 Seconds West, parallel with said Easterly line of Avenue "A", a distance of 41.35 feet; thence South 53 Degrees 49 Minutes 42 Seconds West, a distance of 60.00 feet to the Southeast corner of Block 1 of Keystone Manufacturing Company Subdivision of Block 1 and 2 of the Town (now City) of Rock Falls, according to the plat thereof, recorded in Plat Book 2 at Page 49 in the Office of said Whiteside County recorder; thence North 8 Degrees 00 Minutes 41 Seconds West, a distance of 267.48 feet; thence North 0 Degrees 51 Minutes 06 Seconds West, a distance of 47.24 feet to the intersection of the North line of said Block 1 and the Easterly line of F.A. Route 66 (Illinois Route 40), said point described as being 73.38 feet Northeast of the Northwest corner of said Block ; thence North 20 degrees 51 Minutes 06 Seconds West, along the Easterly line of said F.A. Route 646 (Illinois Route 40), a distance of 3.23 feet (3.13 deeded); thence North 05 Degrees 23 Minutes 48 Seconds West, along said Easterly line, a distance of 50.94; thence North 10 Degrees 25 Minutes 52 Seconds West, along said Easterly line, a distance of 17.71 feet; thence North 12 Degrees 00 Minutes 03 Seconds West, along said Easterly line, a distance of 16.32 feet; thence North 2 Degrees 07 Minutes 11 Seconds West, along said Easterly line, a distance of 83.91 feet to the Southerly Water's Edge of Rock River; thence Northeasterly, along said Southerly Water's Edge of Rock River, a distance of 1,394 feet, more or less, to the Northerly extension of the East line of Lot 48 of the Re-subdivision of part of Block "A" in Woodworth's Subdivision, according to the Plat thereof, recorded in Plat Box 6 of Page 38 in the Office of said Whiteside County recorder; thence South 24 Degrees 44 Minutes 37 Seconds East, along said East line, and the Northerly extension thereof, a distance of 147.98 feet to the Southeast corner thereof; thence South 65 Degrees 13 Minutes 35 Seconds West, along the South line of said Block "A", a distance of 246.89 feet to the Northerly extension of the West line of Wood Avenue in said City of Rock Falls; thence South 25 Degrees 25 Minutes 14 Seconds East, along said West line, and the Northerly extension thereof, a distance of 282.67 feet to the Northeast corner of Lot 10-1/2 of said Re-Subdivision of Block "B" of Woodworth's Subdivision; thence South 00 Degrees 59 Minutes 00 Seconds East, along the East line thereof, a distance of 90.21 feet (90 feet platted) to the Point of Beginning;

Containing 14.790 acres, more or less.

Return to:

**ROCK FALLS RB&W REDEVELOPMENT SITE**  
**Restrictive Covenants**

The City of Rock Falls, Illinois, a Municipal Corporation, acting by and through its City Council (referred to herein as "City Council") being duly vested with authority to acquire, own, develop and sell real estate for commercial and residential purposes, does hereby adopt the following as covenants, conditions and restrictions to be applicable to, binding upon and to be a covenant to run with the land and be binding upon all successors in interest to any of the lots, lands, tenements and hereditaments of the real property of the City of Rock Falls to which these covenants, conditions and restrictions ("Covenants") are made applicable. Said Covenants are adopted for the purpose of establishment and maintenance of character and quality of usage of the lots and lands described herein.

**I. Land described.**

The following is the description of the lots and lands to which these Covenants are appended and to which these Covenants are made applicable:

**LOT 1, 2 & 3 OF ROCK FALLS RELIANT SUBDIVISION #2**

**PIN# 11-28-279-019**

**PIN# 11-27-151-019**

Beginning at the Northeast corner of Sub-Lot 10 in the Re-Subdivision of Lots 10-1/2, 11, 12, 35, 36, 37 & 38 in Block "B" in Woodworth's Subdivision of part of said Northwest Fractional Quarter (NW frac. ¼) of Section 27, according to the plat thereof recorded in Plat Book 6 at Page 38 in the Office of the Whiteside County Recorder; thence South 88 Degrees 28 Minutes 50 Seconds West, along the North line thereof, a distance of 160.02 feet (160 feet platted) to the Northwest corner thereof; thence South 00 Degrees 57 Minutes 04 Seconds East, along the West line of said Lot 10, a distance of 6.29 feet; thence South 53 Degrees 49 Minutes 17 Seconds West, a distance of 380.02 feet to the Southeasterly line of the Former Chicago, Burlington & Quincy Railroad; thence South 33 Degrees 53 Minutes 10 Seconds West, along said Southwesterly line, a distance of 0.96 feet; thence South 01 Degrees 50 Minutes 44 Seconds East, a distance of 6.80 feet; thence South 59 Degrees 14 Minutes 17 Seconds West, a distance of 253.81 feet to the East line of Avenue "A" (Formerly Park Street) in said City of Rock Falls; thence North 36 Degrees 03 Minutes 30 Seconds West, along said East line, a distance of 282.49 feet; thence South 53 Degrees 41 Minutes 36 Seconds West, a distance of 15.0 feet; thence North 36 Degrees 03 Minutes 30 Seconds West, parallel with said Easterly line of Avenue "A", a distance of 41.35 feet; thence South 53 Degrees 49 Minutes 42 Seconds West, a distance of 60.00 feet to the Southeast corner of Block 1 of Keystone Manufacturing Company Subdivision of Block 1 and 2 of the Town (now City) of Rock Falls, according to the plat thereof, recorded in Plat Book 2 at Page 49 in the Office of said Whiteside County recorder; thence North 8 Degrees 00 Minutes 41 Seconds West, a distance of 267.48 feet; thence North 0 Degrees 51 Minutes 06 Seconds West, a distance of 47.24 feet to the intersection of the North line of said Block 1 and the Easterly line of F.A. Route 66 (Illinois Route 40), said point described as being 73.38 feet Northeast of the Northwest corner of said Block ; thence North 20 degrees 51 Minutes 06 Seconds West, along the Easterly line of said F.A. Route 646 (Illinois Route 40), a distance of 3.23 feet (3.13 deeded); thence North 05 Degrees 23 Minutes 48 Seconds West, along said Easterly line, a distance of 50.94; thence North 10 Degrees 25 Minutes 52 Seconds West, along said Easterly line, a distance of 17.71 feet; thence North 20 Degrees 29 Minutes 21 Seconds West, along said Easterly line, a distance of 17.71 feet; thence North 12 Degrees 00 Minutes 03 Seconds West, along said Easterly line, a distance of 16.32 feet; thence North 2 Degrees 07 Minutes 11 Seconds West, along said Easterly line, a distance of 83.91 feet to the Southerly Water's Edge of Rock River; thence Northeasterly, along said Southerly Water's Edge of Rock River, a distance of 1,394 feet, more or less, to the Northerly extension of the East line of Lot 48 of the Re-subdivision of part of Block "A" in Woodworth's Subdivision, according to the Plat thereof, recorded in Plat Box 6 of Page 38 in the Office of said Whiteside County recorder; thence South 24 Degrees 44 Minutes 37 Seconds East, along said East line, and the Northerly extension thereof, a distance of 147.98 feet to the Southeast corner thereof; thence South 65 Degrees 13 Minutes 35 Seconds West, along the South line of said Block "A", a distance of 246.89 feet to the Northerly extension of the West line of

Wood Avenue in said City of Rock Falls; thence South 25 Degrees 25 Minutes 14 Seconds East, along said West line, and the Northerly extension thereof, a distance of 282.67 feet to the Northeast corner of Lot 10-1/2 of said Re-Subdivision of Block "B" of Woodworth's Subdivision; thence South 00 Degrees 59 Minutes 00 Seconds East, along the East line thereof, a distance of 90.21 feet (90 feet platted) to the Point of Beginning;

Containing 14.790 acres, more or less.

Said lots and lands are generally referred to herein as the "RB&W Site" and said reference, being singular, shall apply to each lot or parcel of real estate which may be subsequently separated or partitioned from all of that real estate described within this paragraph, and use of the words RB&W Site shall refer to each separate lot or parcel which may be subsequently set apart from or conveyed to a separate grantee.

## **II. Use**

**A. Approved Uses.** Subject to applicable zoning regulations, specific prohibited uses as set forth in section B below, and restricted uses as set forth in section C below, uses which are approved for the RB&W Site include all of those listed in section 16-201 of the Rock Falls code of ordinances (permitted uses in the MU-1 district) and similar uses that, in the opinion of the Zoning Committee, would be compatible with the listed permitted uses and the quality, character, appearance and function of the RB&W Site as a whole.

**B. Prohibited Uses.** No use of the RB&W Site shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, vibration or other pollution, nor shall any use be permitted which is hazardous by reason of excessive danger of fire or explosion, which may be injurious to any property or persons on or about the RB&W Site, and any dust, smoke or other airborne pollutants visible outside of the walls of the premises from which it emanates shall be considered offensive. Any noise generated from an indoor use shall be considered offensive if audible outside of the walls of the premises from which it emanates (see special provisions for outdoor activities in sub-section C, below).

Uses that are prohibited include the following:

1. adult uses as enumerated in Sec. 34-480 of the Rock Falls Code of Ordinances
2. agriculture and livestock
3. assembly, fabrication and manufacturing
4. automobile and machinery sales and service garages
5. billboards
6. churches and other religious institutions
7. elementary, middle and high schools
8. day labor offices
9. detached single family homes
10. flea markets and pawn shops

11. for-profit blood or plasma donation centers
12. funeral homes and mortuaries
13. gold buyers
14. junkyards and auto wrecking yards
15. kennels
16. mini-storage, warehouses and freight terminals
17. motor fuel stations and car washes
18. outdoor storage of equipment or merchandise
19. outdoor vending machines
20. mobile homes
21. pay day loan stores
22. shooting ranges
23. waste treatment and transfer facilities and composting and recycling facilities
24. similar uses that, in the opinion of the Zoning Committee, would be incompatible with the permitted uses and the quality, character, appearance and function of the RB&W Site as a whole

**C. Restricted Uses.** The following uses may be approved by the Zoning Committee provided they meet the applicable standards described in this section and the Zoning Committee finds that the uses would not be incompatible with the permitted uses and the quality, character, appearance and function of the RB&W Site as a whole:

1. Accessory drive-throughs and drive-ups – includes banks, coffee shops, restaurants, drug stores, etc.:
  - (a) Must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (b) Maximum of 2 lanes/windows;
  - (c) Minimum stacking area of 3 cars per lane that are clearly separated from parking and other circulation areas;
  - (d) May not be located on the front of a building, a side of a building facing the river, or a side of a building facing public open space/park;
  - (e) Fully screened from view from the riverfront trail;
  - (f) Canopy setback a minimum of 20 feet from all streets and 40 feet from the riverfront trail;
  - (g) Maximum canopy height of 20 feet;

- (h) Canopy may not be internally lit;
  - (i) Maximum intensity of lighting under the canopy of 2.0 foot candles;
  - (j) Outdoor speakers shall not be audible beyond the property line;
  - (k) Approval by the Zoning Committee shall specify operating hours; and
  - (l) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.
2. Accessory outdoor dining – includes all outdoor seating areas intended for regular use by patrons of food and beverage establishments:
- (a) Must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (b) Dining area shall be specifically designed and approved for such use;
  - (c) Area shall be clearly delineated and separated from sidewalks, parking/circulation areas and public spaces through the use of fences, walls, and/or landscaping;
  - (d) Serving of alcoholic beverages shall comply fully with all City of Rock Falls and State of Illinois regulations;
  - (e) Approval by the Zoning Committee shall specify operating hours; and
  - (f) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties;
3. Accessory outdoor entertainment and recreation – includes the regular offering of live and recorded music, theatrical performances, film screenings and similar forms of entertainment; also includes public and private sports courts and fields, playground equipment, climbing walls, swimming pools, boat launches, docks, fishing piers, and similar active recreation facilities:
- (a) Applications for approval must specify the types of entertainment or recreation to be offered, the anticipated dates and times the use will be conducted, the methods to be used to provide adequate supervision/ security and to monitor compliance with the restrictions placed on the use by the Zoning Committee and by the City of Rock Falls as may be applicable;

- (b) Area must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (c) Area shall be specifically designed and approved for such use;
  - (d) Area shall be clearly delineated and separated from sidewalks, parking/circulation areas and public spaces through the use of fences, walls, and/or landscaping;
  - (e) Approval by the Zoning Committee shall specify operating hours;
  - (f) Performances shall fully comply with all applicable laws and regulations of the City of Rock Falls, including those pertaining to noise and nuisances;
  - (g) Approvals granted by the Zoning Committee are valid for only one calendar year and must be renewed annually; and
  - (h) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.
4. Accessory service, repair, light assembly, and fabrication – includes household appliances, furniture, electronics, and typical office equipment, etc. Does not include motor vehicles, heavy machinery or related equipment:
- (a) Area must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (b) Area must be in a fully enclosed space;
  - (c) Maximum area of 500 square feet; and
  - (d) Must not result in off-premises impacts (such as noise, odors, glare, etc.) greater than those emitted by the principal use.
5. Automated Teller Machines (ATMs)
- (a) Must be located inside a principal structure or within an approved drive through facility.
6. Antennas, satellite dishes and telecommunications equipment
- (a) Shall be located only on rooftops and fully screened.
7. Farmer's market – includes the regularly scheduled sale of produce, meats, food products, flowers, and/or plants by one or more vendors on public or private property:
- (a) Applications for approval must specify the general types of products to be sold, the anticipated dates and times the use will be conducted, the methods to be used to provide adequate supervision/ security and to monitor compliance with restrictions



placed on the use by the Zoning Committee and by the City of Rock Falls as may be applicable;

- (b) The Zoning Committee may require a bond to be posted to cover any damage to public or private facilities located on the RB&W Site which is directly attributable to the conduct of the farmers market;
  - (c) Location shall not create a hazard for pedestrians or vehicles or result in damage to landscaping or other improvements;
  - (d) May not include the sale of general merchandise not directly related to the cultivation or preparation of food products;
  - (e) Approval by the Zoning Committee shall specify operating hours;
  - (f) All vendors shall fully comply with applicable laws and regulations of the City of Rock Falls and Whiteside County Health Department;
  - (g) Approvals granted by the Zoning Committee are valid for only one calendar year and must be renewed annually; and
  - (h) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.
8. Home occupations
- (a) Shall fully comply with all applicable laws and regulations of the City of Rock Falls.
9. Household pets – includes dogs, cats and other typical household pets kept in residential units. Does not include livestock, poultry, wild animals, or the raising or breeding of any animal for any commercial purpose:
- (a) Applications shall indicate type, number and weight of animals to be permitted in each unit, areas where pet walking is to be permitted, if any, and methods to be used for the disposal of pet waste;
  - (b) Outdoor kennels, houses, pens and similar devices are prohibited; and
  - (c) All restrictions and limitations approved by the Zoning Committee shall be included in the leases or covenants of the applicable residential units, and the landlord or owner's association, as applicable, shall have primary responsibility for enforcing the restrictions.
10. Special events – includes festivals, auto shows and similar events of a temporary nature open to the public with or without an admission charge:
- (a) Each special event shall require a separate approval;

- (b) Applications shall specify: the type of event and the activities to be offered as part of it; the specific location(s) on the RB&W Site for each activity; the dates and times of operations, setup and takedown; admission charges; methods to be used to secure the site at all times; areas to be used parking; methods of waste disposal; and similar information as needed for the Zoning Committee to gain a full understanding of the nature of the event and its potential impacts on owners, occupants and facilities on the on RB&W Site and surrounding properties;
  - (c) The Zoning Committee may require a bond to be posted to cover any damage to public or private facilities located on the RB&W Site that are directly attributable to the conduct of the special event;
  - (d) Location shall not create a hazard for pedestrians or vehicles or result in the damage of landscaping or other improvements;
  - (e) Shall require approval of a special event permit from the City of Rock Falls;
  - (f) Shall fully comply with all other applicable laws and regulations of the City of Rock Falls, Whiteside County, and State of Illinois; and
  - (g) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.
11. Temporary construction and sales offices – includes trailers and portable buildings used by contractors and sales personnel during construction of a building on the RB&W Site:
- (a) Maximum of 2,000 square feet per structure;
  - (b) Maximum of two structures per property; and
  - (c) Shall be removed with 10 days of the issuance of certificate of occupancy by the City of Rock Falls.
12. Temporary outdoor display of merchandise – includes events put on by merchants located on the RB&W Site such as sidewalk sales and tent sales, etc.:
- (a) Each event requires separate approval of the Zoning Committee 30 days prior to event;
  - (b) Where possible, such events should be held jointly by all/several merchants on the RB&W Site;
  - (c) Maximum of two events per year per business located on the RB&W Site;
  - (d) Maximum of 72 hours per event;

- (e) Location shall not create a hazard for pedestrians or vehicles or result in the damage of landscaping or other improvements; and
  - (f) Use of publicly owned area also requires City approval.
13. Vending carts – includes non-motorized wheeled carts selling merchandise, food and/or beverages:
- (a) Applications shall specify: the types of merchandise, food or beverages to be offered; the specific type of cart to be used; the anticipated dates and times the use will be conducted; the methods to be used to store and dispose of wastes; and the methods and location of storage when the cart is not in use;
  - (b) Carts shall be designed specifically for the intended use;
  - (c) Location shall not create a hazard for pedestrians or vehicles or result in the damage of landscaping or other improvements;
  - (d) Approval by the Zoning Committee shall specify operating hours;
  - (e) Shall fully comply with all applicable laws and regulations of the City of Rock Falls and the Whiteside County Health Department;
  - (f) Approvals granted by the Zoning Committee are valid for only one calendar year and must be renewed annually; and
  - (g) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.

**D. Hazardous Materials.**

No Hazardous Materials of any kind shall be permanently stored in or disposed of on the RB&W Site. As used herein, Hazardous Materials shall mean:

1. Any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and rules or regulations promulgated thereunder;
2. Any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and rules and regulations promulgated thereunder, but excluding oil, petroleum products and their by-products; and
3. Any substance which is regulated by any federal, state or local governmental authority or that is the subject of any law, rule or regulation.

**III. Design Guidelines.**

All proposed construction, additions or reconstructions of any improvement to the RB&W Site (including buildings, auxiliary buildings, signs, walls, fences, outside lighting, landscaping, driveways and parking areas) shall comply with the RB&W Site Development

Design Guidelines (“Guidelines”) dated \_\_\_\_\_, 2017, and attached here as Appendix A. Compliance with said Guidelines shall be as determined solely by the Zoning Committee per the provisions of Article IV hereof.

#### **IV. Development Approval.**

Prior to the commencement of construction, addition or reconstruction of any improvement to the RB&W Site (including buildings, auxiliary buildings, signs, walls, fences, outside lighting, landscaping, driveways and parking areas), the owner or prospective owner thereof must submit receive approval from the Zoning Committee (the “Committee”) per the provisions of these section.

##### **A. Development Review Process**

1. Plan preparation and submittal – All property owners and prospective purchasers of land or buildings within the RB&W Site shall submit three sets of complete plans and specifications for the proposed construction, alteration or reconstruction to the Building Department. All plans and specifications submitted shall be prepared by a qualified, registered architect or contractor who shall certify in writing that he/she has and will prepare the plans in accordance with all zoning, building, health and safety ordinances, codes and laws and in accordance with all applicable easements, design guidelines and other development standards pertaining to the RB&W Site. The plans and specifications shall require all contractors and subcontractors on the proposed project to acknowledge receipt of and agree to abide by these conditions. The plans and specifications shall include such detail as the Committee shall require to show the size, shape, floor plans, section details, square footage, height (including elevation drawings of all exterior walls), site plan, foundation plan, roof plans, all grading and landscaping plans, any proposed changes to be made in the elevation or surface conditions of the RB&W Site, all exterior improvements, and building materials.
2. Completeness review – The Building Department shall have five business days to review the plans for completeness. If plans are deemed to be incomplete, the Building Department shall provide a written notification to the applicant detailing those items that are incomplete. If the plans are deemed to be complete, the Building Department shall schedule a Committee meeting to act on the plans, which meeting shall take place within 30 days of the date the plans were deemed to be complete.
3. Committee review and action – The Committee shall make its determination on approval of the plans and specifications, lot grading, and landscaping plans based upon: their consistency with the Guidelines, permitted uses, and other development standards and provisions contained in these Covenants; the suitability and durability of the proposed construction; the quality of the building materials and overall construction; the harmony of external design; and the effect and appearance of such proposed project as viewed from the streets and neighboring properties.

The Committee shall have 30 days from the date the plans and specifications were deemed to be complete to render either a written approval or written rejection thereof stating specifically the basis of objections. A rejection also may contain suggestions for changes to the plans and specifications, etc. that would make such project acceptable. If the Committee gives no response within 30 days from the date the plans and specifications were deemed to be complete, the plans and specification as submitted shall be deemed to be approved.

- C. Code compliance.** All plans and specifications and methods of construction shall be in full compliance with all applicable codes and regulations of the City of Rock Falls and State of Illinois. To the extent that an applicant is intending to seek a variance, waiver or change in any code or regulation applicable to the applicant's project, such intention shall be fully disclosed to the Committee as part of the submitted application materials. Approval of the project plans and specifications by the Committee shall be required prior to the applicant seeking action on the proposed variance, waiver or change by the appropriate authority; however, such approval by the Committee shall not constitute an endorsement of the proposed variance, waiver or change by the Committee unless the Committee so indicates in a separate written document submitted by the Committee to the entity authorized to approve the proposed variance, waiver or change.
- D. Disclaimer.** The Committee's review of submissions is only for the purpose of assuring the character and value of the RB&W Site and shall not be relied upon by anyone as a representation as to structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances or any other restrictions on the construction or property, other than the restrictive covenants contained herein.

**V. Project Construction.**

- A. Approved plans.** Construction of a project approved by the Committee in accordance with Article IV herein shall be in accordance with the plans and specifications approved by the Committee.
- B. Construction Site Standards.** Construction and the conduct thereof shall comply with all governmental requirements as to health and safety. In addition, building and site plans of the owner shall address, at a minimum, erosion control, parking for construction workmen, office trailers on the RB&W Site, materials storage locations, security, design, location and disposal of sewage during construction, cleaning and policing of the construction site and protection of streets, street right-of-ways and property adjoining the building site. These may be addressed in plan notes or letter form. When the construction of the project is begun, work therein shall be prosecuted diligently and continuously, as determined by the Committee and City Building Code time frames, until full completion. Any building shall be substantially completed prior to occupancy of any part thereof, and landscaping shall be fully completed within 30 days following initial occupancy, weather permitting or as determined by the Committee.

## **VI. Utilities**

All electric, telephone and other utility lines in or servicing facilities on the RB&W Site must be underground. It is the responsibility of the owner or occupant of the facility to make arrangements with the suppliers of electrical, water, sewer, telecommunications and other utility appurtenances extend said utilities to the owner's facility consistent with the requirements contained in these covenants.

## **VII. Stormwater Management.**

(Need to provide language about how each parcel is to deal with stormwater management. At a minimum, there should be provisions that prohibit each lot from creating negative impacts on the others and for prohibiting inappropriate use of the drainage system (i.e., using it to dispose/discharge of anything but stormwater). Will there be a site-wide system installed upfront that everyone will connect to, or is each parcel on its own? If there is a site-wide system, what limits/restrictions/pre-treatment requirements are there on each lot owner? If there are shared/common area facilities, who maintains them?)

Storm Water Design must be compliant with Storm Water Ordinance Sec. 6-665.

## **VIII. Utility Easements.**

No improvements other than landscaping made be constructed or installed within a utility easement as set forth on the plat of the RB&W Site without the approval of the Committee. Anyone making use of said utility easements shall be responsible for restoration of all grades and landscaping disturbed by such work.

Consistent with any restrictions recorded as part of a utility easement, the Committee may allow paving and fences and other minor improvements of a similar nature to be constructed in a utility easement, provided that the owner of such improvements shall be responsible for the continued maintenance, replacement or removal should they be disturbed by anyone making appropriate use of said easement.

## **IX. Parking and Loading.**

Parking and loading shall be restricted to only those locations specifically designed and designated for them. Owners shall enforce all fire lane and other "no parking" restrictions on paved areas within their lots as required by the applicable fire safety authorities. Owners also shall be responsible for directing their employees, vendors, customers and guests to park/load/unload in areas appropriately designated for each.

## **X. Maintenance and Operations.**

**A. Maintenance.** The owner of a lot shall have a duty and responsibility to:

1. Keep the premises, structures, improvements, parking lot, appurtenances and landscaping so that all conform with these Covenants and in a maintained, safe, clean and attractive condition at all times;
2. Comply in all respects with city, state and federal governmental, health, fire and police requirements;

3. Remove promptly any rubbish of any character whatsoever that may accumulate on a lot. Trash or rubbish must be placed in appropriate containers as defined by the Committee. Trash or rubbish must not be placed or stored between any building and the edge of any abutting street;
4. Maintain all required landscaping and shall specifically (i) keep grass cut to not over 4 inches in height (ii) remove and replace all dead or diseased trees and shrubbery (iii) perform such additional planting, seeding, sodding and grading work as necessary to prevent soil erosion, and (iv) keep any native grass planting free from intrusive woody plants; and
5. Follow these Covenants or city code, whichever is more restrictive.

**B. Operations.** The owner of a lot shall have a duty and responsibility to:

1. Operate the property and all facilities only in the manner for which they were designed, intended and approved. Any proposed changes in use or general nature of the operations shall first be submitted to and approved by the Committee;
2. Conduct all operations in a manner that is not offensive and does not pose a nuisance to other owners or occupants of the RB&W Site or surrounding properties. Offensive operations and nuisances shall be as defined in Chapter 10, Article IV of the Rock Falls Code of Ordinances as well as those activities and impacts that give rise to other owners or occupants of the RB&W Site or surrounding properties to file written complaints with the Committee that the Committee finds to be counter to character and quality of the RB&W Site as described in these Covenants;
3. Ensure that where that keeping of household pets is specifically approved by the Committee, that the owners of such pets maintain appropriate control of them at all times and that pet waste is properly disposed of;
4. Adhere to the hours of operation for a particular use as approved by the Committee;
5. Conduct all outdoor entertainment, recreation and other outdoor activities in strict accordance to the terms and conditions placed upon such outdoor activities by the Committee; and
6. Ensure that all employees, contractors, tenants of the owner are made aware of all applicable provisions of these Covenants and that they conduct themselves accordingly. In the event an employee, contractor or tenant does not conduct themselves in accordance with these Covenants, it shall be the owner's responsibility, to the extent permitted by law, to

immediately correct their conduct and/or remove them from the RB&W Site.

**C. Notice and Right to Abate and Lien.** If, in the opinion of the Committee, anyone who fails in any given responsibility set forth in this article, then the Committee may give such owner notice of failure and such owner must, within 10 days of receipt of such notice, undertake the work required to restore said owner's site to a safe, clean, attractive and lawful condition complying with these covenants. Should any such owner fail to timely fulfill this duty and responsibility after such notice, then the Committee shall have the right, license and power, but not the obligation, to perform such area maintenance. The owner of a lot shall be liable for the cost of any such work, and shall reimburse the Committee for all reasonable expenses, including attorney fees, incurred in collecting such costs. In addition, each owner of a lot subject to this paragraph hereby consents to and gives and grants to the Committee and to the City a lien upon such lot to serve as collateral for the repayment of the costs and expenses owed, which lien may be perfected by the filing by the Committee in the Recorder's Office of Whiteside County, Illinois, of a Notice of Claim for Lien setting forth the amount owed, the lot to which the lien applies, the name and last known address of the owner of said lot, and the general nature of the work performed giving rise to the claim.

#### **XI. Waiver of Right to Object to Special Taxing Districts.**

While these Covenants remain in effect, all owners, lease holders and tenants within the RB&W Site agree to waive their rights to object, as may otherwise be provided under state law, to the creation of a Special Service Area or Business Development District by the City of Rock Falls covering all or a portion of the RB&W Site provided the maximum annual levy imposed under a Special Service Area would not exceed \$ [redacted] and the maximum sales and hotel occupancy taxes imposed under a Business Development District would not exceed [redacted] per cent ([redacted] %).

#### **XII. Required Development.**

The owner shall commence the construction of improvements on the RB&W Site in accordance with approved plans from the Committee. If the construction is not timely commenced, or once commenced, not diligently pursued to completion, the owner shall nonetheless be required to install acceptable landscaping on its property. Such landscaping shall comply with the requirements of sub-section X.A.4, herein and shall include, at a minimum, the seeding of the entire ground surface of the owner's property. If the owner fails to either install or maintain the landscaping, the Committee shall have the right, privilege and license (but not the obligation) to do so, and all amounts expended by the Committee, together with a surcharge of twelve (12) percent per annum of cost for overhead plus all legal fees incurred by the Committee in enforcing this provision shall be, upon written demand of the Committee, immediately due and payable by the owner. If not paid by the owner within thirty (30) days of demand, the charges shall bear interest at the rate of 12% per annum and shall be collectible for all lawful means. The charges,



together with interest thereon, shall also constitute a lien against the owner's property on or for which the work was performed.

### **XIII. Option to Repurchase.**

If an owner fails to commence construction of improvements on the RB&W Site within one year of its purchase of a lot from the Committee or, after commencement of construction, fails to diligently pursue the construction to completion, so that the development is completed in substantial accordance with plans and specifications approved by the Committee on or before the first anniversary date of the owner's purchase of the lot from the Committee, then the Committee shall have the option to repurchase the lot for the same price paid by the owner to the Committee. This option shall be exercised by the Committee within ninety (90) days of the event giving rise to such option by written notice to said owner or its successors in interest. If the option is not so timely exercised, it shall expire and be of no further force or effect. The notice shall specify a closing date between thirty (30) days and sixty (60) days of the date of the notice. The lot shall be conveyed by general warranty deed, free and clear of all tenancies, liens or encumbrances.

This Instrument shall put all parties on notice of this Option to Repurchase and no separate agreement need be executed by an owner (or its successors in interest) in order to validate the Committee's option hereunder.

### **XIV. Further Subdivision Prohibited.**

No lot which has been designated as a building lot on the original plat of subdivision of any subdivision to which these covenants and restrictions apply shall be further subdivided by any future owner thereof except with the express written consent of the Committee. This shall include the creation of a condominium association, housing cooperative, timeshare or any other form of divided ownership of land or improvements as allowed by Illinois law.

### **XV. Additional Restrictions.**

The owner shall not, without the prior written consent of the Committee, impose any additional covenants or restrictions on the RB&W Site or any part thereof, but the Committee may include in any contract or deed hereinafter made and covering all or any portion of said "Part" any additional covenants or restrictions applicable to the RB&W Site which are not consistent with and which do not lower the standards of the Covenants set forth herein.

### **XVI. Violations.**

If any person, firm, corporation or other entity owning or holding any interest in any lot, land or part of the subdivisions to which these restrictive Covenants apply shall violate any of the Covenants, then in order to redress such violations, the Committee shall have the following powers and authority, all of which shall be cumulative and not exclusive:

1. To file and maintain in the name of the City of Rock Falls an action at law for the recovery of damages from the person or persons violating these covenants, and including in such recovery all costs and expenses incurred in such action, including reasonable attorney fees.
2. To file and maintain an action seeking a temporary restraining order, preliminary injunction and permanent injunctive relief, including mandatory injunctive relief for the purpose of preventing or enjoining any

violation or the continuation of any violation of these covenants and restrictions. For this purpose, each owner of any lot, land or portion of the subdivisions to which these Covenants apply does hereby acknowledge and agree that a remedy at law may be inadequate to secure redress and remedy arising from violation of these Covenants, and does further acknowledge and agree that damages may be inadequate to properly compensate the Committee or the City of Rock Falls for damage arising from violation of these Covenants. Each such owner of any lot, land or portion of the subdivisions does therefore acknowledge and agree that a court of competent jurisdiction shall have full authority to enter mandatory or prohibitory injunctions, preliminary or permanent, and restraining orders in accord with and pursuant to this provision.

**XVII. Titles.**

The addition of titles to the various paragraphs in this instrument are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not titled.

**XVIII. Severability.**

Invalidity of any one or more of the provisions of these Covenants shall not affect the validity or enforceability of any of the other provisions, hereof, which shall remain in full force and effect.

**XIX. Duration and Amendment.**

These Covenants shall continue and be binding for a period of twenty-five(25)years from the date hereof. These Covenants shall automatically be continued thereafter for successive periods of twenty (20) years each. Provided, however, that said Covenants may be amended or altered in accordance with the following:

1. So long as any of the lots or lands within the subdivision to which these Covenants are applicable are owned by the City of Rock Falls, then said Covenants may be amended by adoption by the City Council of the City of Rock Falls, by two-thirds (2/3) majority vote, of an ordinance amending the same. Prior to the City Council's consideration of such an ordinance, the Committee shall provide the City Council a written recommendation concerning the proposed amendment, with an affirmative recommendation to amend these Covenants requiring a two-thirds (2/3) majority vote of the Committee. This same process also shall be used to exempt and exclude application of any one or more, including all, of these Covenants to any one lot or parcel within the subdivisions to which these Covenants are applicable provided, however, that no such amendment, exemption or exclusion shall permit the construction of any improvement or the use of any lot or parcel in any manner which would be in violation of any duly adopted ordinance or code then in effect within the City of Rock Falls.

2. Any amendment, alteration, exemption or exclusion in or from the application of these Covenants shall be effective only from the time a duly adopted and executed original thereof shall have been recorded in the Office of the Recorder of Whiteside County, Illinois."

**City of Rock Falls, Illinois  
Industrial Development Committee**

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

Attest: \_\_\_\_\_  
Secretary

The above and foregoing Restrictive Covenants and conditions consisting of seventeen (17) pages was signed by the City of Rock Falls, Whiteside County, Illinois, as Owner this \_\_\_\_ day of \_\_\_\_\_, 2017.

City of Rock Falls, Illinois

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

Attest: \_\_\_\_\_

Approved by the Industrial Development Committee of the City of Rock Falls, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017.

Industrial Development Committee of the City of Rock Falls, Illinois

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

Attest: \_\_\_\_\_  
Secretary

**DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS AFFECTING  
AND APPLYING TO THE LOTS AND LANDS OF THE CITY OF ROCK FALLS,  
ILLINOIS, LOCATED WITHIN THE RB&W REDEVELOPMENT SITE:**

LOT 1 OF ROCK FALLS RELIANT SUBDIVISION #3

PIN# 11-27-151-022

PIN# 11-28-279-022

Lot 1 of Rock Falls – Reliant Subdivision No. 3, a subdivision of Tract A of Rock Falls – Reliant Subdivision No. 2, being a part of the Fractional Northeast Quarter of Section 28, and part of the Fractional Northwest Quarter of Section 27, Township 21 North, Range 7 East of the 4<sup>th</sup> P.M., City of Rock Falls, Whiteside County, Illinois; according to the Plat thereof recorded September 30, 2014 as Document No. 2014-05478.

Return to:

**ROCK FALLS RB&W REDEVELOPMENT SITE**  
**Restrictive Covenants**

The City of Rock Falls, Illinois, a Municipal Corporation, acting by and through its City Council (referred to herein as "City Council") being duly vested with authority to acquire, own, develop and sell real estate for commercial and residential purposes, does hereby adopt the following as covenants, conditions and restrictions to be applicable to, binding upon and to be a covenant to run with the land and be binding upon all successors in interest to any of the lots, lands, tenements and hereditaments of the real property of the City of Rock Falls to which these covenants, conditions and restrictions ("Covenants") are made applicable. Said Covenants are adopted for the purpose of establishment and maintenance of character and quality of usage of the lots and lands described herein.

**I. Land described.**

The following is the description of the lots and lands to which these Covenants are appended and to which these Covenants are made applicable:

**LOT 1 OF ROCK FALLS RELIANT SUBDIVISION #3**  
**PIN# 11-27-151-022**  
**PIN# 11-28-279-022**

Lot 1 of Rock Falls – Reliant Subdivision No. 3, a subdivision of Tract A of Rock Falls – Reliant Subdivision No. 2, being a part of the Fractional Northeast Quarter of Section 28, and part of the Fractional Northwest Quarter of Section 27, Township 21 North, Range 7 East of the 4<sup>th</sup> P.M., City of Rock Falls, Whiteside County, Illinois; according to the Plat thereof recorded September 30, 2014 as Document No. 2014-05478.

Said lots and lands are generally referred to herein as the "RB&W Site" and said reference, being singular, shall apply to each lot or parcel of real estate which may be subsequently separated or partitioned from all of that real estate described within this paragraph, and use of the words RB&W Site shall refer to each separate lot or parcel which may be subsequently set apart from or conveyed to a separate grantee.

**II. Use**

- A. Approved Uses.** Subject to applicable zoning regulations, specific prohibited uses as set forth in section B below, and restricted uses as set forth in section C below, uses which are approved for the RB&W Site include all of those listed in section 16-201 of the Rock Falls code of ordinances (permitted uses in the MU-1 district) and similar uses that, in the opinion of the Zoning Committee, would be compatible with the listed permitted uses and the quality, character, appearance and function of the RB&W Site as a whole.
- B. Prohibited Uses.** No use of the RB&W Site shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, vibration or other pollution, nor shall any use be permitted which is hazardous by reason of excessive danger of fire or explosion, which may be injurious to any property or persons on or about the RB&W Site, and any dust, smoke or other airborne pollutants visible outside of the walls of the premises from which it emanates shall be considered offensive.

Any noise generated from an indoor use shall be considered offensive if audible outside of the walls of the premises from which it emanates (see special provisions for outdoor activities in sub-section C, below).

Uses that are prohibited include the following:

1. adult uses as enumerated in Sec. 34-480 of the Rock Falls Code of Ordinances
2. agriculture and livestock
3. assembly, fabrication and manufacturing
4. automobile and machinery sales and service garages
5. billboards
6. churches and other religious institutions
7. elementary, middle and high schools
8. day labor offices
9. detached single family homes
10. flea markets and pawn shops
11. for-profit blood or plasma donation centers
12. funeral homes and mortuaries
13. gold buyers
14. junkyards and auto wrecking yards
15. kennels
16. mini-storage, warehouses and freight terminals
17. motor fuel stations and car washes
18. outdoor storage of equipment or merchandise
19. outdoor vending machines
20. mobile homes
21. pay day loan stores
22. shooting ranges
23. waste treatment and transfer facilities and composting and recycling facilities
24. similar uses that, in the opinion of the Zoning Committee, would be incompatible with the permitted uses and the quality, character, appearance and function of the RB&W Site as a whole

**C. Restricted Uses.** The following uses may be approved by the Zoning Committee provided they meet the applicable standards described in this section and the Zoning Committee finds that the uses would not be incompatible with the

permitted uses and the quality, character, appearance and function of the RB&W Site as a whole:

1. Accessory drive-throughs and drive-ups – includes banks, coffee shops, restaurants, drug stores, etc.:
  - (a) Must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (b) Maximum of 2 lanes/windows;
  - (c) Minimum stacking area of 3 cars per lane that are clearly separated from parking and other circulation areas;
  - (d) May not be located on the front of a building, a side of a building facing the river, or a side of a building facing public open space/park;
  - (e) Fully screened from view from the riverfront trail;
  - (f) Canopy setback a minimum of 20 feet from all streets and 40 feet from the riverfront trail;
  - (g) Maximum canopy height of 20 feet;
  - (h) Canopy may not be internally lit;
  - (i) Maximum intensity of lighting under the canopy of 2.0 foot candles;
  - (j) Outdoor speakers shall not be audible beyond the property line;
  - (k) Approval by the Zoning Committee shall specify operating hours; and
  - (l) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.
  
2. Accessory outdoor dining – includes all outdoor seating areas intended for regular use by patrons of food and beverage establishments:
  - (a) Must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (b) Dining area shall be specifically designed and approved for such use;
  - (c) Area shall be clearly delineated and separated from sidewalks, parking/circulation areas and public spaces through the use of fences, walls, and/or landscaping;
  - (d) Serving of alcoholic beverages shall comply fully with all City of Rock Falls and State of Illinois regulations;

- (e) Approval by the Zoning Committee shall specify operating hours; and
  - (f) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties;
3. Accessory outdoor entertainment and recreation – includes the regular offering of live and recorded music, theatrical performances, film screenings and similar forms of entertainment; also includes public and private sports courts and fields, playground equipment, climbing walls, swimming pools, boat launches, docks, fishing piers, and similar active recreation facilities:
- (a) Applications for approval must specify the types of entertainment or recreation to be offered, the anticipated dates and times the use will be conducted, the methods to be used to provide adequate supervision/ security and to monitor compliance with the restrictions placed on the use by the Zoning Committee and by the City of Rock Falls as may be applicable;
  - (b) Area must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (c) Area shall be specifically designed and approved for such use;
  - (d) Area shall be clearly delineated and separated from sidewalks, parking/circulation areas and public spaces through the use of fences, walls, and/or landscaping;
  - (e) Approval by the Zoning Committee shall specify operating hours;
  - (f) Performances shall fully comply with all applicable laws and regulations of the City of Rock Falls, including those pertaining to noise and nuisances;
  - (g) Approvals granted by the Zoning Committee are valid for only one calendar year and must be renewed annually; and
  - (h) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.
4. Accessory service, repair, light assembly, and fabrication – includes household appliances, furniture, electronics, and typical office equipment, etc. Does not include motor vehicles, heavy machinery or related equipment:
- (a) Area must be part of and directly attached to a permitted principal use located on the RB&W Site;
  - (b) Area must be in a fully enclosed space;



- (c) Maximum area of 500 square feet; and
  - (d) Must not result in off-premises impacts (such as noise, odors, glare, etc.) greater than those emitted by the principal use.
- 5. Automated Teller Machines (ATMs)
  - (a) Must be located inside a principal structure or within an approved drive through facility.
- 6. Antennas, satellite dishes and telecommunications equipment
  - (a) Shall be located only on rooftops and fully screened.
- 7. Farmer's market – includes the regularly scheduled sale of produce, meats, food products, flowers, and/or plants by one or more vendors on public or private property:
  - (a) Applications for approval must specify the general types of products to be sold, the anticipated dates and times the use will be conducted, the methods to be used to provide adequate supervision/ security and to monitor compliance with restrictions placed on the use by the Zoning Committee and by the City of Rock Falls as may be applicable;
  - (b) The Zoning Committee may require a bond to be posted to cover any damage to public or private facilities located on the RB&W Site which is directly attributable to the conduct of the farmers market;
  - (c) Location shall not create a hazard for pedestrians or vehicles or result in damage to landscaping or other improvements;
  - (d) May not include the sale of general merchandise not directly related to the cultivation or preparation of food products;
  - (e) Approval by the Zoning Committee shall specify operating hours;
  - (f) All vendors shall fully comply with applicable laws and regulations of the City of Rock Falls and Whiteside County Health Department;
  - (g) Approvals granted by the Zoning Committee are valid for only one calendar year and must be renewed annually; and
  - (h) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.
- 8. Home occupations
  - (a) Shall fully comply with all applicable laws and regulations of the City of Rock Falls.

9. Household pets – includes dogs, cats and other typical household pets kept in residential units. Does not include livestock, poultry, wild animals, or the raising or breeding of any animal for any commercial purpose:
  - (a) Applications shall indicate type, number and weight of animals to be permitted in each unit, areas where pet walking is to be permitted, if any, and methods to be used for the disposal of pet waste;
  - (b) Outdoor kennels, houses, pens and similar devices are prohibited; and
  - (c) All restrictions and limitations approved by the Zoning Committee shall be included in the leases or covenants of the applicable residential units, and the landlord or owner's association, as applicable, shall have primary responsibility for enforcing the restrictions.
  
10. Special events – includes festivals, auto shows and similar events of a temporary nature open to the public with or without an admission charge:
  - (a) Each special event shall require a separate approval;
  - (b) Applications shall specify: the type of event and the activities to be offered as part of it; the specific location(s) on the RB&W Site for each activity; the dates and times of operations, setup and takedown; admission charges; methods to be used to secure the site at all times; areas to be used parking; methods of waste disposal; and similar information as needed for the Zoning Committee to gain a full understanding of the nature of the event and its potential impacts on owners, occupants and facilities on the on RB&W Site and surrounding properties;
  - (c) The Zoning Committee may require a bond to be posted to cover any damage to public or private facilities located on the RB&W Site that are directly attributable to the conduct of the special event;
  - (d) Location shall not create a hazard for pedestrians or vehicles or result in the damage of landscaping or other improvements;
  - (e) Shall require approval of a special event permit from the City of Rock Falls;
  - (f) Shall fully comply with all other applicable laws and regulations of the City of Rock Falls, Whiteside County, and State of Illinois; and
  - (g) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.

11. Temporary construction and sales offices – includes trailers and portable buildings used by contractors and sales personnel during construction of a building on the RB&W Site:
  - (a) Maximum of 2,000 square feet per structure;
  - (b) Maximum of two structures per property; and
  - (c) Shall be removed with 10 days of the issuance of certificate of occupancy by the City of Rock Falls.
12. Temporary outdoor display of merchandise – includes events put on by merchants located on the RB&W Site such as sidewalk sales and tent sales, etc.:
  - (a) Each event requires separate approval of the Zoning Committee 30 days prior to event;
  - (b) Where possible, such events should be held jointly by all/several merchants on the RB&W Site;
  - (c) Maximum of two events per year per business located on the RB&W Site;
  - (d) Maximum of 72 hours per event;
  - (e) Location shall not create a hazard for pedestrians or vehicles or result in the damage of landscaping or other improvements; and
  - (f) Use of publicly owned area also requires City approval.
13. Vending carts – includes non-motorized wheeled carts selling merchandise, food and/or beverages:
  - (a) Applications shall specify: the types of merchandise, food or beverages to be offered; the specific type of cart to be used; the anticipated dates and times the use will be conducted; the methods to be used to store and dispose of wastes; and the methods and location of storage when the cart is not in use;
  - (b) Carts shall be designed specifically for the intended use;
  - (c) Location shall not create a hazard for pedestrians or vehicles or result in the damage of landscaping or other improvements;
  - (d) Approval by the Zoning Committee shall specify operating hours;
  - (e) Shall fully comply with all applicable laws and regulations of the City of Rock Falls and the Whiteside County Health Department;
  - (f) Approvals granted by the Zoning Committee are valid for only one calendar year and must be renewed annually; and
  - (g) Approvals are subject to revocation by the Zoning Committee upon a determination that the use is offensive and constitutes a nuisance to other owners or occupants of the RB&W Site or surrounding properties.

#### **D. Hazardous Materials.**

No Hazardous Materials of any kind shall be permanently stored in or disposed of on the RB&W Site. As used herein, Hazardous Materials shall mean:

1. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and rules or regulations promulgated thereunder;
2. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and rules and regulations promulgated thereunder, but excluding oil, petroleum products and their by-products; and
3. Any substance which is regulated by any federal, state or local governmental authority or that is the subject of any law, rule or regulation.

#### **III. Design Guidelines.**

All proposed construction, additions or reconstructions of any improvement to the RB&W Site (including buildings, auxiliary buildings, signs, walls, fences, outside lighting, landscaping, driveways and parking areas) shall comply with the RB&W Site Development Design Guidelines ("Guidelines") dated [REDACTED], 2017, and attached here as Appendix A. Compliance with said Guidelines shall be as determined solely by the Zoning Committee per the provisions of Article IV hereof.

#### **IV. Development Approval.**

Prior to the commencement of construction, addition or reconstruction of any improvement to the RB&W Site (including buildings, auxiliary buildings, signs, walls, fences, outside lighting, landscaping, driveways and parking areas), the owner or prospective owner thereof must submit receive approval from the Zoning Committee (the "Committee") per the provisions of these section.

##### **A. Development Review Process**

1. Plan preparation and submittal – All property owners and prospective purchasers of land or buildings within the RB&W Site shall submit three sets of complete plans and specifications for the proposed construction, alteration or reconstruction to the Building Department. All plans and specifications submitted shall be prepared by a qualified, registered architect or contractor who shall certify in writing that he/she has and will prepare the plans in accordance with all zoning, building, health and safety ordinances, codes and laws and in accordance with all applicable easements, design guidelines and other development standards pertaining to the RB&W Site. The plans and specifications shall require all contractors and subcontractors on the proposed project to acknowledge receipt of and agree to abide by these conditions. The plans and specifications shall include such detail as the Committee shall require to show the size, shape, floor plans, section details, square footage, height (including elevation drawings of all exterior walls), site plan, foundation

plan, roof plans, all grading and landscaping plans, any proposed changes to be made in the elevation or surface conditions of the RB&W Site, all exterior improvements, and building materials.

2. **Completeness review** – The Building Department shall have five business days to review the plans for completeness. If plans are deemed to be incomplete, the Building Department shall provide a written notification to the applicant detailing those items that are incomplete. If the plans are deemed to be complete, the Building Department shall schedule a Committee meeting to act on the plans, which meeting shall take place within 30 days of the date the plans were deemed to be complete.
3. **Committee review and action** – The Committee shall make its determination on approval of the plans and specifications, lot grading, and landscaping plans based upon: their consistency with the Guidelines, permitted uses, and other development standards and provisions contained in these Covenants; the suitability and durability of the proposed construction; the quality of the building materials and overall construction; the harmony of external design; and the effect and appearance of such proposed project as viewed from the streets and neighboring properties. The Committee shall have 30 days from the date the plans and specifications were deemed to be complete to render either a written approval or written rejection thereof stating specifically the basis of objections. A rejection also may contain suggestions for changes to the plans and specifications, etc. that would make such project acceptable. If the Committee gives no response within 30 days from the date the plans and specifications were deemed to be complete, the plans and specification as submitted shall be deemed to be approved.

**C. Code compliance.** All plans and specifications and methods of construction shall be in full compliance with all applicable codes and regulations of the City of Rock Falls and State of Illinois. To the extent that an applicant is intending to seek a variance, waiver or change in any code or regulation applicable to the applicant's project, such intention shall be fully disclosed to the Committee as part of the submitted application materials. Approval of the project plans and specifications by the Committee shall be required prior to the applicant seeking action on the proposed variance, waiver or change by the appropriate authority; however, such approval by the Committee shall not constitute an endorsement of the proposed variance, waiver or change by the Committee unless the Committee so indicates in a separate written document submitted by the Committee to the entity authorized to approve the proposed variance, waiver or change.

**D. Disclaimer.** The Committee's review of submissions is only for the purpose of assuring the character and value of the RB&W Site and shall not be relied upon by anyone as a representation as to structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances or any other restrictions on the construction or property, other than the restrictive covenants contained herein.

## **V. Project Construction.**

- A. Approved plans.** Construction of a project approved by the Committee in accordance with Article IV herein shall be in accordance with the plans and specifications approved by the Committee.
- B. Construction Site Standards.** Construction and the conduct thereof shall comply with all governmental requirements as to health and safety. In addition, building and site plans of the owner shall address, at a minimum, erosion control, parking for construction workmen, office trailers on the RB&W Site, materials storage locations, security, design, location and disposal of sewage during construction, cleaning and policing of the construction site and protection of streets, street right-of-ways and property adjoining the building site. These may be addressed in plan notes or letter form. When the construction of the project is begun, work therein shall be prosecuted diligently and continuously, as determined by the Committee and City Building Code time frames, until full completion. Any building shall be substantially completed prior to occupancy of any part thereof, and landscaping shall be fully completed within 30 days following initial occupancy, weather permitting or as determined by the Committee.

## **VI. Utilities**

All electric, telephone and other utility lines in or servicing facilities on the RB&W Site must be underground. It is the responsibility of the owner or occupant of the facility to make arrangements with the suppliers of electrical, water, sewer, telecommunications and other utility appurtenances extend said utilities to the owner's facility consistent with the requirements contained in these covenants.

## **VII. Stormwater Management.**

(Need to provide language about how each parcel is to deal with stormwater management. At a minimum, there should be provisions that prohibit each lot from creating negative impacts on the others and for prohibiting inappropriate use of the drainage system (i.e., using it to dispose/discharge of anything but stormwater). Will there be a site-wide system installed upfront that everyone will connect to, or is each parcel on its own? If there is a site-wide system, what limits/restrictions/pre-treatment requirements are there on each lot owner? If there are shared/common area facilities, who maintains them?)

Storm Water Design must be compliant with Storm Water Ordinance Sec. 6-665.

## **VIII. Utility Easements.**

No improvements other than landscaping made be constructed or installed within a utility easement as set forth on the plat of the RB&W Site without the approval of the Committee. Anyone making use of said utility easements shall be responsible for restoration of all grades and landscaping disturbed by such work.

Consistent with any restrictions recorded as part of a utility easement, the Committee may allow paving and fences and other minor improvements of a similar nature to be constructed in a utility easement, provided that the owner of such improvements shall be responsible for the

continued maintenance, replacement or removal should they be disturbed by anyone making appropriate use of said easement.

**IX. Parking and Loading.**

Parking and loading shall be restricted to only those locations specifically designed and designated for them. Owners shall enforce all fire lane and other “no parking” restrictions on paved areas within their lots as required by the applicable fire safety authorities. Owners also shall be responsible for directing their employees, vendors, customers and guests to park/load/unload in areas appropriately designated for each.

**X. Maintenance and Operations.**

**A. Maintenance.** The owner of a lot shall have a duty and responsibility to:

1. Keep the premises, structures, improvements, parking lot, appurtenances and landscaping so that all conform with these Covenants and in a maintained, safe, clean and attractive condition at all times;
2. Comply in all respects with city, state and federal governmental, health, fire and police requirements;
3. Remove promptly any rubbish of any character whatsoever that may accumulate on a lot. Trash or rubbish must be placed in appropriate containers as defined by the Committee. Trash or rubbish must not be placed or stored between any building and the edge of any abutting street;
4. Maintain all required landscaping and shall specifically (i) keep grass cut to not over 4 inches in height (ii) remove and replace all dead or diseased trees and shrubbery (iii) perform such additional planting, seeding, sodding and grading work as necessary to prevent soil erosion, and (iv) keep any native grass planting free from intrusive woody plants; and
5. Follow these Covenants or city code, whichever is more restrictive.

**B. Operations.** The owner of a lot shall have a duty and responsibility to:

1. Operate the property and all facilities only in the manner for which they were designed, intended and approved. Any proposed changes in use or general nature of the operations shall first be submitted to and approved by the Committee;
2. Conduct all operations in a manner that is not offensive and does not pose a nuisance to other owners or occupants of the RB&W Site or surrounding properties. Offensive operations and nuisances shall be as defined in Chapter 10, Article IV of the Rock Falls Code of Ordinances as well as those activities and impacts that give rise to other owners or occupants of the RB&W Site or surrounding properties to file written complaints with

the Committee that the Committee finds to be counter to character and quality of the RB&W Site as described in these Covenants;

3. Ensure that where that keeping of household pets is specifically approved by the Committee, that the owners of such pets maintain appropriate control of them at all times and that pet waste is properly disposed of;
4. Adhere to the hours of operation for a particular use as approved by the Committee;
5. Conduct all outdoor entertainment, recreation and other outdoor activities in strict accordance to the terms and conditions placed upon such outdoor activities by the Committee; and
6. Ensure that all employees, contractors, tenants of the owner are made aware of all applicable provisions of these Covenants and that they conduct themselves accordingly. In the event an employee, contractor or tenant does not conduct themselves in accordance with these Covenants, it shall be the owner's responsibility, to the extent permitted by law, to immediately correct their conduct and/or remove them from the RB&W Site.

**C. Notice and Right to Abate and Lien.** If, in the opinion of the Committee, anyone who fails in any given responsibility set forth in this article, then the Committee may give such owner notice of failure and such owner must, within 10 days of receipt of such notice, undertake the work required to restore said owner's site to a safe, clean, attractive and lawful condition complying with these covenants. Should any such owner fail to timely fulfill this duty and responsibility after such notice, then the Committee shall have the right, license and power, but not the obligation, to perform such area maintenance. The owner of a lot shall be liable for the cost of any such work, and shall reimburse the Committee for all reasonable expenses, including attorney fees, incurred in collecting such costs. In addition, each owner of a lot subject to this paragraph hereby consents to and gives and grants to the Committee and to the City a lien upon such lot to serve as collateral for the repayment of the costs and expenses owed, which lien may be perfected by the filing by the Committee in the Recorder's Office of Whiteside County, Illinois, of a Notice of Claim for Lien setting forth the amount owed, the lot to which the lien applies, the name and last known address of the owner of said lot, and the general nature of the work performed giving rise to the claim.

#### **XI. Waiver of Right to Object to Special Taxing Districts.**

While these Covenants remain in effect, all owners, lease holders and tenants within the RB&W Site agree to waive their rights to object, as may otherwise be provided under state law, to the creation of a Special Service Area or Business Development



District by the City of Rock Falls covering all or a portion of the RB&W Site provided the maximum annual levy imposed under a Special Service Area would not exceed \$ \_\_\_\_\_, and the maximum sales and hotel occupancy taxes imposed under a Business Development District would not exceed \_\_\_\_\_ per cent (\_\_\_\_%).

#### **XII. Required Development.**

The owner shall commence the construction of improvements on the RB&W Site in accordance with approved plans from the Committee. If the construction is not timely commenced, or once commenced, not diligently pursued to completion, the owner shall nonetheless be required to install acceptable landscaping on its property. Such landscaping shall comply with the requirements of sub-section X.A.4. herein and shall include, at a minimum, the seeding of the entire ground surface of the owner's property. If the owner fails to either install or maintain the landscaping, the Committee shall have the right, privilege and license (but not the obligation) to do so, and all amounts expended by the Committee, together with a surcharge of twelve (12) percent per annum of cost for overhead plus all legal fees incurred by the Committee in enforcing this provision shall be, upon written demand of the Committee, immediately due and payable by the owner. If not paid by the owner within thirty (30) days of demand, the charges shall bear interest at the rate of 12% per annum and shall be collectible for all lawful means. The charges, together with interest thereon, shall also constitute a lien against the owner's property on or for which the work was performed.

#### **XIII. Option to Repurchase.**

If an owner fails to commence construction of improvements on the RB&W Site within one year of its purchase of a lot from the Committee or, after commencement of construction, fails to diligently pursue the construction to completion, so that the development is completed in substantial accordance with plans and specifications approved by the Committee on or before the first anniversary date of the owner's purchase of the lot from the Committee, then the Committee shall have the option to repurchase the lot for the same price paid by the owner to the Committee. This option shall be exercised by the Committee within ninety (90) days of the event giving rise to such option by written notice to said owner or its successors in interest. If the option is not so timely exercised, it shall expire and be of no further force or effect. The notice shall specify a closing date between thirty (30) days and sixty (60) days of the date of the notice. The lot shall be conveyed by general warranty deed, free and clear of all tenancies, liens or encumbrances.

This Instrument shall put all parties on notice of this Option to Repurchase and no separate agreement need be executed by an owner (or its successors in interest) in order to validate the Committee's option hereunder.

#### **XIV. Further Subdivision Prohibited.**

No lot which has been designated as a building lot on the original plat of subdivision of any subdivision to which these covenants and restrictions apply shall be further subdivided by any future owner thereof except with the express written consent of the Committee. This shall include the creation of a condominium association, housing cooperative, timeshare or any other form of divided ownership of land or improvements as allowed by Illinois law.

#### **XV. Additional Restrictions.**

The owner shall not, without the prior written consent of the Committee, impose any additional covenants or restrictions on the RB&W Site or any part thereof, but the Committee may include in any contract or deed hereinafter made and covering all or any portion of said "Part" any additional covenants or restrictions applicable to the RB&W Site which are not consistent with and which do not lower the standards of the Covenants set forth herein.

#### **XVI. Violations.**

If any person, firm, corporation or other entity owning or holding any interest in any lot, land or part of the subdivisions to which these restrictive Covenants apply shall violate any of the Covenants, then in order to redress such violations, the Committee shall have the following powers and authority, all of which shall be cumulative and not exclusive:

1. To file and maintain in the name of the City of Rock Falls an action at law for the recovery of damages from the person or persons violating these covenants, and including in such recovery all costs and expenses incurred in such action, including reasonable attorney fees.
2. To file and maintain an action seeking a temporary restraining order, preliminary injunction and permanent injunctive relief, including mandatory injunctive relief for the purpose of preventing or enjoining any violation or the continuation of any violation of these covenants and restrictions. For this purpose, each owner of any lot, land or portion of the subdivisions to which these Covenants apply does hereby acknowledge and agree that a remedy at law may be inadequate to secure redress and remedy arising from violation of these Covenants, and does further acknowledge and agree that damages may be inadequate to properly compensate the Committee or the City of Rock Falls for damage arising from violation of these Covenants. Each such owner of any lot, land or portion of the subdivisions does therefore acknowledge and agree that a court of competent jurisdiction shall have full authority to enter mandatory or prohibitory injunctions, preliminary or permanent, and restraining orders in accord with and pursuant to this provision.

#### **XVII. Titles.**

The addition of titles to the various paragraphs in this instrument are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not titled.

#### **XVIII. Severability.**

Invalidity of any one or more of the provisions of these Covenants shall not affect the validity or enforceability of any of the other provisions, hereof, which shall remain in full force and effect.

#### **XIX. Duration and Amendment.**

These Covenants shall continue and be binding for a period of twenty-five(25)years from the date hereof. These Covenants shall automatically be continued thereafter for

successive periods of twenty (20) years each. Provided, however, that said Covenants may be amended or altered in accordance with the following:

1. So long as any of the lots or lands within the subdivision to which these Covenants are applicable are owned by the City of Rock Falls, then said Covenants may be amended by adoption by the City Council of the City of Rock Falls, by two-thirds (2/3) majority vote, of an ordinance amending the same. Prior to the City Council's consideration of such an ordinance, the Committee shall provide the City Council a written recommendation concerning the proposed amendment, with an affirmative recommendation to amend these Covenants requiring a two-thirds (2/3) majority vote of the Committee. This same process also shall be used to exempt and exclude application of any one or more, including all, of these Covenants to any one lot or parcel within the subdivisions to which these Covenants are applicable provided, however, that no such amendment, exemption or exclusion shall permit the construction of any improvement or the use of any lot or parcel in any manner which would be in violation of any duly adopted ordinance or code then in effect within the City of Rock Falls.
  
2. Any amendment, alteration, exemption or exclusion in or from the application of these Covenants shall be effective only from the time a duly adopted and executed original thereof shall have been recorded in the Office of the Recorder of Whiteside County, Illinois."

**City of Rock Falls, Illinois  
Industrial Development Committee**

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

Attest: \_\_\_\_\_  
Secretary

The above and foregoing Restrictive Covenants and conditions consisting of seventeen (17) pages was signed by the City of Rock Falls, Whiteside County, Illinois, as Owner this \_\_\_\_ day of \_\_\_\_\_, 2017.

City of Rock Falls, Illinois

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

Attest: \_\_\_\_\_

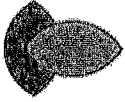
Approved by the Industrial Development Committee of the City of Rock Falls, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017.

Industrial Development Committee of the City of Rock Falls, Illinois

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

Attest: \_\_\_\_\_  
Secretary

**METROPOLITAN**



**PUMP COMPANY**

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343  
(815) 886-9200 • FAX (815) 886-4573  
www.metropolitaind.com

**QUOTATION**

Page 1 of 1

Rock Falls Water Department

**PROJECT:** Water Plant Metro-Cloud and  
Control Panels Upgrade  
Rock Falls, IL.

**BIDS DUE:** ASAP

**TO:** Ted Padilla  
City of Rock Falls Water Superintendent

We are pleased to provide the following PROPOSAL for the equipment listed below:

Qty.	Description
1/L	Metropolitan Industries Metro-Cloud SCADA System upgrades to existing water system
	The existing system I/O will be updated and incorporated as listed below:
1	Main Water Plant Replacement Control Panel (parts breakdown attached)
1/L	Labor to remove the existing Main Control panel and install new panel & land wires, as required.
1	Remote Water Tower control Panel (parts breakdown attached)
1/L	Labor to Install New Remote Water Tower monitoring Panel with necessary conduit & wiring.
1/L	Labor to program both panels and to program the new Metrocloud SCADA System

Your cost for the above listed equipment, including freight, is: \$49,035.00  
(Taxes not Included)

**NOTES & CLARIFICATIONS:**

**INCLUDED:** Only the equipment listed in the above description freight to jobsite, Installation, and startup  
Electrical Installation shall comply with requirements of the Prevailing Wage Act

**NOT INCLUDED:** Anything not listed in the above description, permits, and/or sales taxes, if applicable.  
PLC field work and programming labor are considered as "Professional Services" and are not  
itemized/stipulated within the Prevailing wage documents.

The Monthly Cellular charge for the Metrocloud SCADA System is \$68.00 per month.

This charge is by separate contract directly with Metropolitan Industries and is not included in quote.

**TERMS:** Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	<u>City of Rock Falls, IL</u>	Quotation No:	<u>716W12803DLH-rev2</u>
Firm:	_____	Submitted:	<u>27-Apr-17</u>
By:	_____	Void after:	<u>30 Days</u>
Title:	_____	Prepared By:	<u>Daniel Howorth</u>

STANDARD CONDITIONS OF SALE  
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and reimbursement for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sale are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge, F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from non-delivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company,

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- The price provided in the order for all articles or materials which have been completed prior to termination.
- Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- Deferral period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by the Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (b) of the Fair Labor Standards Act of 1938, as amended.

**ADDENDUM TO PROPOSAL AND AGREEMENT**

Contractor --Metropolitan Pump Company  
Owner-- City of Rock Falls, Illinois

This addendum supplements and is incorporated into the terms and provisions of the agreement between the Contractor and Owner for SCADA system upgrades at the Water Department Rock Falls, Whiteside County, Illinois.

Contractor agrees that not less than the prevailing rate of wages, as found by the Department of Labor of the State of Illinois, shall be paid to all laborers, workers and mechanics performing work under the contract, and Contractor agrees that all subcontracts and lower tiered subcontracts shall contain a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under such subcontract or lower tiered subcontract, all as determined by the Department of Labor of the State of Illinois.

Contractor also agrees that it shall:

1. Make and keep for a period of not less than three (3) years, records of all laborers, mechanics and other workers employed on the project, including each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of work each day; and
2. Submit monthly, in person, by mail or electronically, a certified payroll to the Owner, consisting of a complete copy of the records identified in subparagraph 1 hereof, except that the record may exclude the starting and ending times of work each day, and also that the certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor that certifies that such records are true and accurate, that the hourly rate paid to each worker is not less than the general prevailing rate of wage required by the Illinois Prevailing Wage Act, and that the Contractor or subcontractor is aware that filing a certified payroll which he knows to be false is a Class B misdemeanor.

At the time of request for each progress payment, Contractor shall deliver to Owner a contractor's affidavit listing all suppliers of labor and material, the work performed by each, the amounts paid to each to date, the amount due for work performed to date and a waiver of lien for any payments made to any such supplier signed by such supplier.

Contractor:  
Metropolitan Pump Company

Owner:  
City of Rock Falls, Illinois

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

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



April 3, 2017

City of Rock Falls  
Attn: Mr. Ted Padilla, Water Superintendent  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071

RE: Well No. 5 Pump Removal/Inspection  
20 HP 12RKBM – 1 Stage VHS Christensen Pumping Assembly

Dear Mr. Padilla:

At your request, Layne has prepared this proposal for the removal of the pumping assembly, inspection of the equipment and the downhole video survey of Well No. 5. This well was last repaired by Layne in September 2006. Rock Falls has been collecting data over the years and it is showing a loss of specific capacity and flow rate over time.

Well No. 5 was constructed by Albrech Well Drilling in 1930 with 104 feet of 24-inch surface casing and a 25-foot, 24-inch diameter stainless steel screen to a depth of 129 feet. The upper 13 feet of screen is a 100-slot (0.100-in) and the lower 12 feet is 60-slot (0.060-in).

The pumping assembly was last repaired by Layne in 2006 and included a new 10" piece of column above the bowl assembly, an 8-inch by 10-foot suction pipe, five new 10-inch combination couplings and seven inner-diameter and six outer diameter zinc sleeves with epoxy coating. The motor included cleaning, baking and replacement of bearings. The pumping assembly from abandoned well No. 4 was recently repaired and refurbished by Layne and can be placed into this well. It is recommended that the existing assembly from well no. 5 be inspected at our Aurora facility as backup if the well no 4 assembly is installed.

Layne is proposing to proceed with the work in two phases. Phase I will include the pump removal, video survey, motor service (inspection only) and pump assembly inspection. Phase II will include any recommend assembly repairs and/or well rehabilitation (if required) and will include the reinstallation and test pumping of the permanent assembly. This proposal covers only Phase I of the project only.

## WATER RESOURCES



The estimated costs associated with the removal, video survey and inspection are as follows:

PHASE I – Rock Falls Well No. 5 Pump Removal, Video Survey and Inspection					
	Item	Qty	Unit	Unit Cost	Extension
1	Load and mobilize to the site, set up pump service rig and support equipment. Lockout power to pump. Pull pumping assembly, load and demobilize.				
	Serviceman and Helper (loading)	4	Hrs	\$307.00	\$1,228.00
	Medium Pump Rig and Operator	16	Hrs	\$248.00	\$3,698.00
	Flatbed Crane and Operator	16	Hrs	\$248.00	\$3,698.00
	Serviceman with Service Truck	16	Hrs	\$213.00	\$3,408.00
	Per Diem	3	Ea	\$120.00	\$360.00
2	Downhole Video Survey with DVD copy and written report				
	Technician and Equipment	1	LS	\$1,625.00	\$1,625.00
3	Unload equipment in yard; equipment inspection: sandblast column pipe and bowl assembly for inspection, disassemble bowl assembly and prepare a micrometer report, and send motor out for inspection. Prepare complete equipment inspection report.				
	Sandblast equipment and two man crew	4	Hrs	\$355.00	\$1,420.00
	Serviceman with Hand Tools	12	Hrs	\$160.00	\$1,920.00
	Helper	8	Hrs	\$147.00	\$1,176.00
	Motor inspection	1	LS	\$275.00	\$275.00
PHASE I – TOTAL =					\$19,348.00

Additional costs would consist of any pumping assembly repairs, well rehabilitation, and pump installation costs. These costs will be submitted with the pumping equipment inspection report and rehabilitation plan (if required). The actual hours conducted by the crew will be depicted on the final invoice utilizing the unit pricing shown above. The above estimate does assume that the pumping assembly can be removed in a normal fashion and without any unusual downhole circumstances.

The pumping assembly will be loaded and returned to our Aurora facility for disassembly and inspection. A full report will be completed detailing recommendations for repairs/replacements and submitted along with the downhole video survey and any recommended rehabilitation (if required).



Layne values our longstanding relationship with the City of Rock Falls and is looking forward to again being of service to you on this project. If you have any questions, comments, or concerns regarding the proposal above please do not hesitate to contact me. I can always be reached either in the office at 630.897.6941 or on my mobile at 630.809.2707.

Sincerely yours,

*Brian M. Snelten*

Brian M. Snelten, P.G.  
Project Manager  
Layne Christensen Company



WORK ORDER



**Layne Christensen Company**

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941  
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

Purchaser: City of Rock Falls, IL

Job Location: Well No. 5

**SERVICE RATES - EFFECTIVE OCTOBER 1, 2016**

	Straight Time		Overtime	Doubletime
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	184.00	1472.00	276.00	368.00
Serviceman w/service truck and hand tools, or welder	213.00	1704.00	305.00	397.00
Helper	150.00	1200.00	225.00	300.00
Serviceman and 1 Helper	334.00	2672.00	501.00	668.00
<b><u>Small Rig or Winch Truck (\$48.00)</u></b>				
1 Man Crew	232.00	1856.00	324.00	416.00
2 Man Crew	382.00	3056.00	549.00	716.00
3 Man Crew	532.00	4256.00	774.00	1016.00
<b><u>Middle Rig, Large Hoist or Flatbed Crane (\$64.00)</u></b>				
1 Man Crew	248.00	1984.00	340.00	432.00
2 Man Crew	398.00	3184.00	565.00	732.00
3 Man Crew	548.00	4384.00	790.00	1032.00
<b><u>Big Rig, Large Hoist and Poles, or Large Crane (\$105.00)</u></b>				
1 Man Crew	289.00	2312.00	381.00	473.00
2 Man Crew	439.00	3512.00	606.00	773.00
3 Man Crew	589.00	4712.00	831.00	1073.00
4 Man Crew	739.00	5912.00	1056.00	1373.00
Power Tong Usage, per 8 hour shift		460.00		
<b><u>Machine Shop/Yard Labor and Equipment</u></b>				
Machinist and Equipment	177.00	1416.00	257.00	337.00
12" Threading Machine and Operator	203.00	1624.00	283.00	363.00
Serviceman w/hand tools	160.00	1280.00	240.00	320.00
Helper	147.00	1176.00	220.50	294.00
Sandblast Equipment and 2 man crew	355.00	2840.00	508.50	662.00

Mileage: Auto: \$0.55      Pickup: \$0.70      1-Ton: \$1.00      2-1/2 Ton Flatbed: \$2.10      Semi-Tractor: \$2.75

**Subsistence-Per Man**

Over 55 miles radius from home office.....\$60.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

**REMARKS:**

See attached proposal dated 4/3/17

Work Authorized on Behalf of Purchaser By: \_\_\_\_\_

Date: \_\_\_\_\_

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

## TERMS AND CONDITIONS

**LIABILITY OF CONTRACTOR:** *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

**INSURANCE:** Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

**REIMBURSABLE COST:** In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

**PRICE ADJUSTMENT:** Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

**TERMS:** Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law. In which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

**MATERIAL SHORTAGES AND COST INCREASES:** If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

**DELAYS:** If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

**CHANGED CONDITIONS:** The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

**ESCALATION:** This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

**GUARANTEE AND LIABILITY:** Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

*For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.*

**TITLE AND OWNERSHIP:** In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

**DELIVERY:** Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

**INDEMNIFICATION:** *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

WRITE OFFS JANUARY 2017 - MARCH 2017

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<b>BANKRUPTCY</b>													
		592.86			470.58		122.28						592.86
		20.93			16.61		4.32						20.93
		294.98	278.38	9.09							7.51		294.98
		250.45	110.52	3.84	75.89	3.72	30.69	1.16	20.28	1.45	2.90		250.45
		282.91			217.22	8.45	56.45	0.79					282.91
		276.33	253.55						16.38		6.40		276.33
<b>TOTAL</b>		<b>1,718.46</b>	<b>642.45</b>	<b>12.93</b>	<b>780.30</b>	<b>12.17</b>	<b>213.74</b>	<b>1.95</b>	<b>36.66</b>	<b>1.45</b>	<b>16.81</b>	<b>0.00</b>	<b>1,718.46</b>
<b>DECEASED</b>													
		181.35			139.50	5.12	36.25	0.48					181.35
		363.65	0.13		278.16	11.96	72.28	1.12					363.65
		98.09	91.63	4.20							2.26		98.09
		276.03	105.68	8.68	85.58	3.66	43.38	1.61	23.74	1.07	2.63		276.03
		776.50	549.14		135.00		46.82		30.00		15.54		776.50
<b>TOTAL</b>		<b>1,695.62</b>	<b>746.58</b>	<b>12.88</b>	<b>638.24</b>	<b>20.74</b>	<b>198.73</b>	<b>3.21</b>	<b>53.74</b>	<b>1.07</b>	<b>20.43</b>	<b>0.00</b>	<b>1,695.62</b>
<b>SPECIAL CIRCUMSTANCE</b>													
		297.93	21.43	1.17	167.21	7.93	73.18	1.69	23.54	1.52	0.26		297.93
WALGREENS	31-02530-00	1,692.00							1,692.00				1,692.00
<b>TOTAL</b>		<b>1,989.93</b>	<b>21.43</b>	<b>1.17</b>	<b>167.21</b>	<b>7.93</b>	<b>73.18</b>	<b>1.69</b>	<b>1,715.54</b>	<b>1.52</b>	<b>0.26</b>	<b>0.00</b>	<b>1,989.93</b>
<b>AGED OUT</b>													
		190.96	145.28	4.09	23.48	0.94	11.85	0.45			4.87		190.96
		7.15	6.91								0.24		7.15
		117.72	111.46	2.84							3.42		117.72
		250.82	107.15	5.86	75.33	3.88	35.19	1.40	17.88	0.97	3.16		250.82
		1,101.02	1,018.53	48.23							34.26		1,101.02
		51.12	6.26	0.31	25.05	1.16	11.53	0.40	6.05	0.30	0.06		51.12
		514.29	357.62	9.65	76.38	3.14	37.08	1.25	17.06	0.71	11.40		514.29
		116.71	29.97	3.07	45.96	2.36	21.18	0.80	11.11	0.61	1.65		116.71
		115.31	112.40								2.91		115.31

WRITE OFFS JANUARY 2017 - MARCH 2017

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
		180.86	61.87	3.17	75.26	3.18	34.68	1.08			1.62		180.86
		241.75	126.67	7.57	62.75	3.25	33.09	1.58			6.84		241.75
		443.88	177.54	10.95	139.34	6.96	70.12	3.10	29.34	1.39	5.14		443.88
		118.47	52.70	2.51	34.87	1.42	16.07	0.55	8.43	0.34	1.58		118.47
		182.52	61.03	1.59	66.49	3.58	32.26	0.58	14.88	0.44	1.67		182.52
		112.40	59.27		29.59		16.72		4.91		1.91		112.40
		457.27	246.47	13.89	104.37	5.84	55.22	2.69	20.01	1.11	7.67		457.27
		246.59	110.62	4.55	70.10	3.89	40.37	1.97	11.05	0.66	3.38		246.59
		233.37	79.35	3.50	83.66	3.69	38.54	1.26	20.22	0.97	2.18		233.37
		185.11	47.96	2.53	75.17	3.45	34.65	1.11	18.17	0.93	1.14		185.11
		54.55		0.20	41.11	1.34	11.74	0.15		0.01			54.55
		250.73	91.94	4.84	85.92	3.18	39.60	1.08	20.77	0.82	2.58		250.73
<b><u>TOTAL</u></b>		<b>5,172.60</b>	<b>3,011.00</b>	<b>129.35</b>	<b>1,114.83</b>	<b>51.26</b>	<b>539.89</b>	<b>19.45</b>	<b>199.88</b>	<b>9.26</b>	<b>97.68</b>	<b>0.00</b>	<b>5,172.60</b>
<b><u>GRAND TOTAL</u></b>		<b>10,576.61</b>	<b>4,421.46</b>	<b>156.33</b>	<b>2,700.58</b>	<b>92.10</b>	<b>1,025.54</b>	<b>26.30</b>	<b>2,005.82</b>	<b>13.30</b>	<b>135.18</b>	<b>0.00</b>	<b>10,576.61</b> <b>10,576.61</b>

# The Rock Falls Police Pension Fund

1013 7<sup>th</sup> Avenue  
Rock Falls IL 61071  
Phone: 815-622-1140  
Fax: 815-622-1144

April 21<sup>st</sup>, 2017

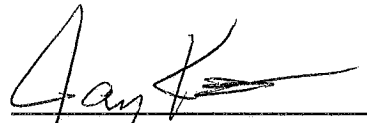
Rock Falls City Council

Dear Sirs:

The Rock Falls Police Pension board is requesting the city council reappoint John Hoffmiller to another two year term as board member. The term would be effective June 1<sup>st</sup> 2017 and expire May 31<sup>st</sup> 2019.

John has been on the board for many and his dedication and knowledge of the workings of the police pension have been beneficial to the City and pension board.

Thank you for your time and consideration.



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Police Pension President  
Jay Koett