

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin D. Blackert
815-564-1366



City Clerk
Eric Arduini
815-622-1104

City Treasurer
Kay Abner
815-622-1100

City Council Agenda Rock Falls Council Chambers December 19th, 2017 6:30 p.m.

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

Audience Requests:

Community Affairs:

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

Consent Agenda:

1. Approve the Minutes of the December 5th, 2017 Regular Council Meeting.
2. Approval of bills as presented.

Ordinance Second Reading/ Adoption:

1. Adoption of **Ordinance 2017-2353** amending the zoning map to re-classify property described as "Benchmark Phase I" from R-4 (Multi Family) to R-3 (1-2 Family)
2. Adoption of **Ordinance 2017-2355** amending Sections 6-449, 6-452, and 6-455 regulations for outdoor swimming pools.

City Administrator Robbin Blackert:

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
- Water – Ted Padilla
- Street - Larry Spinka
- Utility Office - Diane Hatfield
- Tourism – Janell Loos

- 1. Approval of events
 - (a) June 22-23, 2018 Summer Splash
 - (b) August 4, 2018 Rock Falls Days & Craft Show
 - (c) August 4 & 5, 2018 Bass Pro Shops Big Cat Quest
 - (d) September 1, 2018 Annual Bags Tournament

Broadband – Wayne Shafer

- 1. Approval of the contract with Syndeo Networks of 300 Cardinal Drive, Suite #110, St. Charles, IL 60175 for COR - 10 Gbps Transport – 2 Gbps CIR pending final approval by City Attorney of final contract form and language.

Ward Reports:

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

Mayor’s Report:

- 1. Appointment of new members to the Tourism Committee
- 2. Approval of the side letter agreement with IBEW Local 196 for regarding the Vactor.
- 3. Report on the National Brownfield Conference in Pittsburg, PA.

Executive Session:

Any action taken from Executive Session:

Adjournment:

Next City Council Meeting 01-02-2018

Posted 12-15-2017

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

December 5th, 2017

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order by Mayor Pro-Tem Glen Kuhlemier at 6:30 p.m. on December 5th, 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 Daehle Reitzel, George Logan Jr., Glen Kuhlemier, Jim Schuneman, Rod Kleckler, Lee Folsom, and Violet Sobottka. Alderman Brian Snow was absent. In addition Attorney Tom Sanders was present

Consent Agenda:

Clerk Arduini asked that one item of the consent agenda be removed for separate consideration. The consent agenda was read aloud by City Clerk Eric Arduini. A motion to approve the remaining five items of the consent agenda as read by omnibus designation was made by Alderman Schuneman and second by Alderman Sobottka.

1. Approve the Minutes of the November 21st, 2017 Regular Council Meeting.
2. Approval of bills as presented.
3. Approval of the Professional Services Agreement with Stanley Consultants for the water and sewer extensions to the Schmitt property
4. Approval of the Supplemental Agreement No. 1 with Stanley Consultants for IEPA Low interest loan assistance services
5. Approval of the side letter of agreement with IBEW Local 196 changes to Article 25 of the collective bargaining agreement for protective safety equipment.

Vote 7 aye, motion carried

A motion was made by Alderman Schuneman, and second by Alderman Folsom to approve **Resolution 2017-779** authorizing inter-fund transfers for the demolition of the Limestone Building.

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

Ordinance First Reading:

A motion was made by Alderman Schuneman, and second by Alderman Sobottka to approve the first reading of the following ordinances.

1. Approval of **Ordinance 2017-2353** amending the zoning map to re-classify property described as "Benchmark Phase I" from R-4 (Multi Family) ro R-3 (1-2 Family)
2. Approval of **Ordinance 2017-2355** amending Sections 6-449, 6-452, and 6-455 regulations for outdoor swimming pools.

Viva Voce Vote, motion carried

Ordinance Second Reading / Adoption:

A motion was made by Alderman Logan, and second by Alderman Schuneman to approve the adoption of **Ordinance 2017-2354** Tax abatement for debt service on \$2,115,000 G.O. Bonds (Alternate Revenue Sources), Series 2016.

Vote 7 aye, motion carried

Information/Correspondence:

City Clerk Eric Arduini:

A motion was made by Alderman Schuneman, and second by Alderman Sobottka to approve the 2018 Meeting Schedule.

Viva Voce Vote, motion carried

Clerk Arduini reminded the Council that the Utilities Committee, and Finance Committee meetings scheduled for December 25th, have been moved to December 18th, 2017.

Department Heads:

Water Reclamation – Ed Cox

Superintendent Ed Cox informed the Council that the Heinze Drive drainage project has been completed. Some blacktop work, and a tree replacement will be done in the spring.

Tourism – Janell Loos

Director Janell Loos informed the Council that the Holiday Store is open now until December 22nd. This is a good place to find last minute gifts. There will be Sesquicentennial sale items and the Eat & Explore Illinois cookbook is available which has both recipes, and is an Illinois tour guide. Stop by Rock Falls Tourism at the municipal building. The Rock Falls commemorative bench and tree program is also a good way to beautify RB&W Park, and leave a lasting memorial for a loved one or commemorate a high school class. Each one comes with a 10x12 inch bronze plaque and certificate of purchase.

Alderman Kuhlemier commented that the cookbook has a lot of good stuff in it. Not only recipes, but thumbnail sketches of each of the Illinois communities including Rock Falls.

Broadband - Wayne Shafer

A motion was made by Alderman Schuneman, and second by Alderman Sobottka for the approval of **Resolution 2017-780** authorizing the approval to execute the Service Agreement with ISPN 14303 W 95th Street Lenexa, Kansas, 66215 for broadband customer services with a change to the year on the last page.

Vote 7 aye, motion carried

With nothing else for the good of the Council a motion was made by Alderman Sobottka and second by Alderman Reitzel to adjourn the meeting at 6:55pm.

Viva Voce Vote, motion carried

Meeting is adjourned at 6:39pm



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois December 19, 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		\$1,160.00
Tourism		\$10,577.16
General Fund		\$93,161.34
Industrial Development		\$0.00
Tax Increment Financing		\$1,040.96
Electric	Electric O & M	\$670,991.19
Broadband Fund		\$0.00
Fiber Optic/Broadband (Tax Exempt)		\$40,970.00
Fiber Optic/Broadband (Taxable)		\$1,187.13
GIS/IT Fund		\$0.00
Sewer	Sewer Revenue/O & M	\$90,770.39
Water	Water Revenue/O & M	\$19,657.16
Garbage		\$0.00
Customer Service Center		\$3,166.49
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$0.00
Safe Passage/Non Evidentiary		\$0.00
Motor Fuel Tax		\$112,860.00
Customer Utility Deposits		\$814.00
		<u>\$1,046,355.82</u>

Alderman Kuhlemier
Alderman Logan
Alderman Kleckler

DATE: 12/07/2017
TIME: 15:27:03
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/08/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
T0003345	MR OUTHOUSE	250.00	1,160.00
	R F SESQUICENTENNIAL FUND		1,160.00
TOURISM			
05	TOURISM		
2528	LAMAR ADVERTISING COMPANY	7,950.00	1,325.00
795	SBM BUSINESS EQUIPMENT CENTER	9,050.40	74.89
	TOURISM		1,399.89
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	4,175.00	700.00
4333	CIRCUIT CLERK OF OGLE COUNTY	969.00	502.00
4861	CIRCUIT CLERK OF WHITESIDE CO	900.00	200.00
	ADMINISTRATION		1,402.00
04	BUILDING		
2451	MENARDS	3,480.15	169.87
5189	MANPOWER	40,258.68	296.28
795	SBM BUSINESS EQUIPMENT CENTER	9,050.40	74.89
	BUILDING		541.04
05	CITY CLERK'S OFFICE		
292	EMPLOYEE DATA FORMS OF MO LLC		66.00
626	MUNICIPAL CLERKS OF ILLINOIS	55.00	160.00
	CITY CLERK'S OFFICE		226.00
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	247,160.73	902.30

INVOICES DUE ON/BEFORE 12/08/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
350	GISI BROS. INC.	7,451.82	794.12
4508	LEXISNEXIS RISK SOLUTIONS	210.00	30.00
4692	PANTHER UNIFORMS, INC.	2,777.68	1,036.79
4937	QUAD CITY BANK & TRUST	473,479.26	12,123.67
5096	TREASURER, STATE OF ILLINOIS	95.00	5.00
5097	ILLINOIS STATE POLICE	570.00	30.00
5098	ILLINOIS OFFICE OF THE	570.00	30.00
5189	MANPOWER	40,258.68	802.50
533	ELECTRONICS, INC.	51,279.67	318.00
55	ARAMARK UNIFORM SERVICES, INC.	14,387.67	67.47
	POLICE		16,139.85
07	CODE HEARING DEPARTMENT		
1493	WILLIAM & MARY COMPUTER CENTER	66,169.37	225.00
	CODE HEARING DEPARTMENT		225.00
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	247,160.73	694.48
55	ARAMARK UNIFORM SERVICES, INC.	14,387.67	122.54
	STREET		817.02
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	170,040.45	1,030.40
1289	CITY OF ROCK FALLS UTILITIES	247,160.73	5,208.21
533	ELECTRONICS, INC.	51,279.67	39.00
	PUBLIC PROPERTY		6,277.61
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	247,160.73	954.80
4796	VERIZON WIRELESS	11,480.93	125.62
	FIRE		1,080.42

INVOICES DUE ON/BEFORE 12/08/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
194	GRUMMERT'S HARDWARE - R.F.	3,918.06	12.21
4027	WHITESIDE COUNTY RECORDER	3,400.00	31.00
	BUILDING CODE DEMOLITION FUND		43.21
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
194	GRUMMERT'S HARDWARE - R.F.	3,918.06	101.85
2451	MENARDS	3,480.15	239.00
	DOWNTOWN REDEVELOPMENT		340.85
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	170,040.45	7,545.58
1289	CITY OF ROCK FALLS UTILITIES	247,160.73	5,646.04
194	GRUMMERT'S HARDWARE - R.F.	3,918.06	30.56
31	ALTEC INDUSTRIES, INC.	2,300.13	1,158.95
440	ILLINOIS MUNICIPAL UTILITIES	10,241.75	500.00
4730	FLETCHER-REINHARDT CO	11,307.87	3,540.00
4995	CLOUDPOINT GEOGRAPHICS INC	43,433.50	1,629.34
533	LECTRONICS, INC.	51,279.67	139.00
55	ARAMARK UNIFORM SERVICES, INC.	14,387.67	448.71
66	STERLING CHEVROLET CO.	2,429.71	58.15
795	SBM BUSINESS EQUIPMENT CENTER	9,050.40	64.95
	OPERATION & MAINTENANCE		20,761.28
SEWER FUND			
38	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	170,040.45	2,493.85
110	BONNELL INDUSTRIES, INC.	27,794.27	114.15
1289	CITY OF ROCK FALLS UTILITIES	247,160.73	18,124.33
3010	CUSTOM MONOGRAM	4,127.75	781.25
4027	WHITESIDE COUNTY RECORDER	3,400.00	63.12
4045	SCADAWARE, INC.	547.20	1,168.27
4796	VERIZON WIRELESS	11,480.93	76.02
4866	LOESCHER	10,040.06	669.50

INVOICES DUE ON/BEFORE 12/08/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

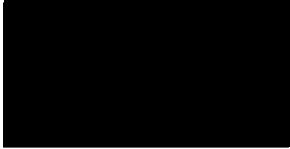
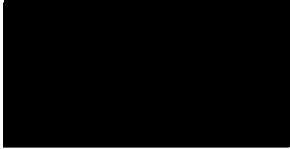
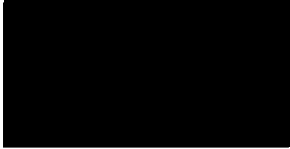
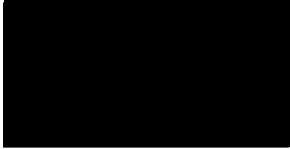
SEWER FUND			
38	OPERATION & MAINTENANCE		
4995	CLOUDPOINT GEOGRAPHICS INC	43,433.50	1,629.33
533	ELECTRONICS, INC.	51,279.67	69.00
651	NICOR	11,908.51	50.42
	OPERATION & MAINTENANCE		25,239.24
WATER FUND			
48	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	247,160.73	5,983.09
2606	MIKE'S REPAIR SERVICE	2,695.41	16.95
2796	U.S. CELLULAR	2,490.23	276.82
2847	PDC LABORATORIES, INC.	3,431.00	141.00
4027	WHITESIDE COUNTY RECORDER	3,400.00	63.13
4361	FERGUSON WATERWORKS #2516	92,111.37	4,299.28
4796	VERIZON WIRELESS	11,480.93	114.03
4995	CLOUDPOINT GEOGRAPHICS INC	43,433.50	1,629.33
55	ARAMARK UNIFORM SERVICES, INC.	14,387.67	91.01
631	MURRAY & SONS EXCAVATING, INC	169,919.95	735.00
T0001728	KEITH STOUFFER		60.18
	OPERATION & MAINTENANCE		13,409.82
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	16,725.00	2,500.00
795	SBM BUSINESS EQUIPMENT CENTER	9,050.40	203.98
	CUSTOMER SERVICE CENTER		2,703.98
MFT BOND FUND			
61	MFT BOND & INTEREST		
4011	SAUK VALLEY BANK & TRUST CO.	193,224.70	112,860.00
	MFT BOND & INTEREST		112,860.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/08/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003183			46.95
T0004638			8.94
T0004639			249.64
T0004640			29.94
	CUSTOMER UTILITY DEPOSITS		335.47
	TOTAL ALL DEPARTMENTS		204,962.68

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CITY OF ROCK FALLS
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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
30	SEWER		
4910	SJOSTROM & SONS, INC.		37,028.00
	SEWER		37,028.00
38	OPERATION & MAINTENANCE		
4910	SJOSTROM & SONS, INC.		12,972.00
	OPERATION & MAINTENANCE		12,972.00
	TOTAL ALL DEPARTMENTS		50,000.00

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 12/15/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
2796	U.S. CELLULAR	2,767.05	64.72
4815	TDG COMMUNICATIONS INC	697.50	3,750.00
5015	CARD SERVICE CENTER	57,432.21	254.82
795	SBM BUSINESS EQUIPMENT CENTER	9,469.11	7.73
T0004642	RIDE ILLINOIS		100.00
T0004647	LOTUS WELLNESS & SPA		5,000.00
	TOURISM		9,177.27
GENERAL FUND			
01	ADMINISTRATION		
4392	WILLIAM B WESCOTT	1,220.10	73.36
4527	CIRCUIT CLERK OF MCHENRY COUNT		150.00
4861	CIRCUIT CLERK OF WHITESIDE CO	1,100.00	1,080.00
5015	CARD SERVICE CENTER	57,432.21	549.86
5043	DAYS INN		2,364.96
	ADMINISTRATION		4,218.18
04	BUILDING		
176	PETTY CASH	654.76	14.16
4133	INTERNATIONAL CODE COUNCIL INC		834.08
4834	GARY R CAMPBELL	151.85	49.95
5015	CARD SERVICE CENTER	57,432.21	79.92
5189	MANPOWER	41,357.46	413.56
795	SBM BUSINESS EQUIPMENT CENTER	9,469.11	23.20
837	SHELL	42,629.18	29.81
	BUILDING		1,444.68
05	CITY CLERK'S OFFICE		
1519	NOTARY PUBLIC ASSOC. OF IL	162.00	54.00
4664	STAPLES BUSINESS ADVANTAGE	911.24	72.26
5015	CARD SERVICE CENTER	57,432.21	831.86
5087	ERIC ARDUINI	483.56	117.70
795	SBM BUSINESS EQUIPMENT CENTER	9,469.11	127.85
	CITY CLERK'S OFFICE		1,203.67

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 12/15/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1414	GALLS, LLC	87.70	392.22
1499	ILLINOIS ASSOCIATION OF		220.00
176	PETTY CASH	654.76	54.87
1853	MOORE TIRES INC.	6,119.66	332.36
194	GRUMMERT'S HARDWARE - R.F.	4,062.68	6.30
350	GISI BROS. INC.	8,245.94	311.84
5015	CARD SERVICE CENTER	57,432.21	2,198.04
5154	ICS JAIL SUPPLIES INC		106.94
5189	MANPOWER	41,357.46	960.00
651	NICOR	11,958.93	98.02
683	P. F. PETTIBONE & CO.	85.00	17.00
752	ROCK FALLS AREA DOG CONTROL	3,477.37	480.48
837	SHELL	42,629.18	2,733.01
956	UNIFORM DEN INC	661.19	126.95
	POLICE		8,038.03
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	6,004.32	815.35
	CODE HEARING DEPARTMENT		815.35
10	STREET		
110	BONNELL INDUSTRIES, INC.	27,908.42	997.68
1224	AIRGAS USA LLC	1,140.50	25.34
1449	QUALITY READY MIX	37,421.13	1,614.38
1466	ALARM DETECTION SYSTEMS, INC.	3,605.64	464.22
194	GRUMMERT'S HARDWARE - R.F.	4,062.68	70.17
2380	AUTOZONE	75.61	8.32
2631	HOUSE'S TRUCK & AUTO REPAIR	5,144.68	56.00
4207	O'REILLY AUTOMOTIVE INC	5,508.44	535.86
4773	QUALITY CHEMICAL CO MIDWEST	6,831.69	937.03
4827	KELLEY WILLIAMSON COMPANY	4,760.43	284.74
5117	NETWORKFLEET, INC	5,040.70	151.60
55	ARAMARK UNIFORM SERVICES, INC.	15,117.40	254.86
651	NICOR	11,958.93	576.71
837	SHELL	42,629.18	601.31
852	S.J. SMITH WELDING SUPPLY	148.95	208.95
	STREET		6,787.17

INVOICES DUE ON/BEFORE 12/15/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	4,062.68	2.84
2451	MENARDS	3,889.02	79.99
4451	DAVIS COMPLETE	570.00	1,350.00
4640	TERRACON CONSULTANTS	269,186.90	38,797.46
651	NICOR	11,958.93	178.40
	PUBLIC PROPERTY		40,408.69
13	FIRE		
4207	O'REILLY AUTOMOTIVE INC	5,508.44	57.92
423	AT&T	12,375.46	67.92
5015	CARD SERVICE CENTER	57,432.21	21.00
638	NFPA	175.00	1,345.50
651	NICOR	11,958.93	294.07
837	SHELL	42,629.18	624.01
	FIRE		2,410.42
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	106,790.15	1,052.00
4027	WHITESIDE COUNTY RECORDER	3,557.25	31.00
	BUILDING CODE DEMOLITION FUND		1,083.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
194	GRUMMERT'S HARDWARE - R.F.	4,062.68	27.39
5198	MATTHEWS INTERNATIONAL CORP	3,462.68	672.72
	DOWNTOWN REDEVELOPMENT		700.11
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	4,062.68	42.97
2451	MENARDS	3,889.02	31.81

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 12/15/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
2557	ASPLUNDH TREE EXPERT CO.	103,042.52	8,700.16
4207	O'REILLY AUTOMOTIVE INC	5,508.44	33.36
437	ILLINOIS MUNICIPAL ELECTRIC	2,865,829.32	395,576.74
4626	ENGEL ELECTRIC CO.	16,802.67	582.00
5015	CARD SERVICE CENTER	57,432.21	97.49
5117	NETWORKFLEET, INC	5,040.70	322.15
651	NICOR	11,958.93	540.65
769	ROCK RIVER COLLECTION AGENCY	19.98	3.63
795	SBM BUSINESS EQUIPMENT CENTER	9,469.11	69.33
837	SHELL	42,629.18	1,349.62
	OPERATION & MAINTENANCE		407,349.91
21	ALTERNATE BONDS		
4701	US BANK	3,330.00	242,880.00
	ALTERNATE BONDS		242,880.00
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5018	USIC LOCATING SERVICES LLC	7,841.23	821.26
795	SBM BUSINESS EQUIPMENT CENTER	9,469.11	69.33
837	SHELL	42,629.18	296.54
	FIBER OPTIC BROADBAND/TAXABLE		1,187.13
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5076	MAGELLAN ADVISORS, LLC	417,521.13	19,670.00
5193	TRI-STATE FIRE SUPPRESSION		18,300.00
5207	INTERNET SERVICES PROVIDER NET		3,000.00
	FIBER OPTIC BROADBAND/TXEXEMPT		40,970.00
SEWER FUND			
38	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 12/15/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
1449	QUALITY READY MIX	37,421.13	180.00
176	PETTY CASH	654.76	28.87
194	GRUMMERT'S HARDWARE - R.F.	4,062.68	49.04
2212	ALLIANCE MATERIALS, INC.	5,322.57	245.93
2301	STERLING NAPA	1,471.63	428.67
2451	MENARDS	3,889.02	52.24
4027	WHITESIDE COUNTY RECORDER	3,557.25	15.50
4528	MODERN SHOE SHOP	388.99	188.99
4827	KELLEY WILLIAMSON COMPANY	4,760.43	201.47
5015	CARD SERVICE CENTER	57,432.21	40.00
5105	STANLEY CONSULTANTS, INC.	7,212.26	4,266.23
5117	NETWORKFLEET, INC	5,040.70	113.70
5131	METROPOLITAN INDUSTRIES, INC.	60,276.75	3,265.00
5141	CINTAS CORPORATION	956.28	32.45
5176	DIRECT IN SUPPLY	312.90	119.90
651	NICOR	11,958.93	3,409.49
837	SHELL	42,629.18	393.67
T0002911	WESTECH ENGINEERING, INC.		2,500.00
	OPERATION & MAINTENANCE		15,531.15

WATER FUND			
48	OPERATION & MAINTENANCE		
1449	QUALITY READY MIX	37,421.13	2,557.81
176	PETTY CASH	654.76	16.50
2380	AUTOZONE	75.61	0.00
2847	PDC LABORATORIES, INC.	3,572.00	119.00
2939	FURR EXCAVATING, INC.	2,175.00	375.00
4027	WHITESIDE COUNTY RECORDER	3,557.25	15.50
4141	JEFF BEHRENS EXCAVATING	17,146.00	1,200.00
4361	FERGUSON WATERWORKS #2516	96,410.65	426.72
4827	KELLEY WILLIAMSON COMPANY	4,760.43	149.41
5015	CARD SERVICE CENTER	57,432.21	90.00
5117	NETWORKFLEET, INC	5,040.70	113.70
5176	DIRECT IN SUPPLY	312.90	46.00
55	ARAMARK UNIFORM SERVICES, INC.	15,117.40	84.54
651	NICOR	11,958.93	396.55
837	SHELL	42,629.18	656.61
	OPERATION & MAINTENANCE		6,247.34


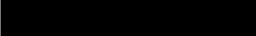
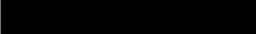

DATE: 12/14/2017
TIME: 15:42:58
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 12/15/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2451	MENARDS	3,889.02	33.57
771	PINNEY PRINTING CO	7,942.84	398.00
795	SBM BUSINESS EQUIPMENT CENTER	9,469.11	30.94
	CUSTOMER SERVICE CENTER		462.51
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003025			34.65
T0004641			143.88
T0004645			150.00
T0004646			150.00
	CUSTOMER UTILITY DEPOSITS		478.53
	TOTAL ALL DEPARTMENTS		791,393.14

ORDINANCE NO. 2017- 2353

**ORDINANCE AMENDING THE ZONING MAP TO
RECLASSIFY CERTAIN REAL PROPERTY COMMONLY
DESCRIBED AS "BENCHMARK PHASE I" LOCATED
ON THE SOUTH SIDE OF CARDINAL STREET IN THE CITY
FROM R-4 (MULTI-FAMILY) TO R-3 (1-2 FAMILY) TO ALLOW
FOR THREE SUBDIVIDED LOTS FOR RESIDENTIAL NEW CONSTRUCTION**

WHEREAS, Petitioner RONALD G. GERKEN filed a petition dated October 11, 2017 requesting rezoning of certain real estate located on the south side of Cardinal Street in the City of Rock Falls, requesting certain property to be reclassified R-4 (Multi-Family) to R-3 (Multi-Family), and that the zoning map of the City of Rock Falls be amended to reflect such change; and

WHEREAS, a legal description of the property sought to be rezoned is attached hereto as Exhibit A; and

WHEREAS, the City Council previously adopted a resolution referring the matter to the Planning and Zoning Commission for consideration of the described request; and

WHEREAS, the Planning and Zoning Commission held a public hearing on November 9, 2017 to consider the request and to consider any objections or comments with respect to the requested zoning change; and

WHEREAS, following said public hearing, the Planning and Zoning Commission adopted necessary findings in support of a motion to recommend that the City Council approve by ordinance the reclassification of the identified property from R-4 (Multi-Family) to R-3 (Multi-Family); and

WHEREAS, the City Council has reviewed the recommendation of the Planning and Zoning Commission and finds that said recommendation should be approved and that the recommended reclassification of the described property should be adopted.

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

SECTION 1: The statements contained in the preamble paragraphs of this ordinance are declared to be true and accurate and incorporated herein.

SECTION 2: The parcel described herein is hereby reclassified under the Zoning ordinance of the City of Rock Falls as Zoning Classification R-3 (Multi-Family).

SECTION 3: The official zoning map of the City of Rock Falls is hereby amended to reflect the reclassification of the described property to Zoning classification R-3 (Multi-Family).

SECTION 4: This ordinance shall be effective upon its adoption, passage, and publication according to law.

Passed by the Mayor and the City Council of the City of Rock Falls, Illinois, on the _____ day of _____, 2017.

MAYOR

ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

Exhibit "A"

BOUNDARY DESCRIPTION

Of Property Described As: Part of Lot 16 of "Benchmark Phase I" being Subdivision of part of the Southwest Quarter (SW 1/4) of Section 26 & part of the Northwest Quarter (NW 1/4) of Section 35, 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 M.F. No. 8800-94 in the Office of the Whiteside County Recorder, bounded and described as follows, to wit:

Beginning at the Northeast corner of Lot 13 of said "Benchmark Phase I"; thence South 00 Degrees 06 Minutes 10 Seconds East, along the West line thereof, a distance of 173.07 feet to the Southeast corner of said Lot 13; thence North 89 Degrees 54 Minutes 03 Seconds East, along the Easterly extension of the South line of Lots 10 through 13 of said Subdivision, a distance of 318.11 feet to the East line of said Lot 16 and the Southerly extension of the West line of "Benchmark Phase IV", according to the Plat thereof recorded as M.F. No. 4408-97 in the Office of the Whiteside County Recorder; thence North 00 Degrees 09 Minutes 59 Seconds West, along said East line, a distance of 174.82 feet to the Northeast corner of said Lot 16; thence South 89 Degrees 35 Minutes 11 Seconds West, along said North line, a distance of 317.92 feet (317.94 feet platted) to the Point of Beginning;

Containing 1.270 acres, more or less.

ORDINANCE NO. 2017- 2355

BE IT ORDAINED, by the City Council of the City of Rock Falls that the Municipal Code of the City of Rock Falls is amended as follows:

Section 1. Section 6-449 of the Municipal Code is hereby amended to read as follows:

“Sec. 6-449. - **Definitions.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Private outdoor swimming pool means a man-made rigid or semi-rigid receptacle for water having a capacity depth at any point greater than 48 inches, used or intended to be used for swimming, wading or bathing, including pools installed or maintained in-ground or above-ground and including portable above-ground pools, and which is used exclusively by the owner or occupant of the property on which it is located, and his or her family and guests.

Portable above-ground pool means a private swimming pool which can be disassembled for transportation or storage, and includes portable pools with flexible non-rigid walls that achieve structural integrity by means of uniform shape, support frame or a combination thereof, and which can be disassembled for storage or relocation, and which has a capacity depth of less than 48 inches.”

Section 2. Section 6-452 of the Municipal Code of the City of Rock Falls is hereby amended to read as follows:

“Sec. 6-452. - **Construction; ordinance and Code Construction.** All construction of private outdoor swimming pools shall conform to all other ordinances of the city, including the zoning ordinance and the building code. No pool shall be allowed in either the front or side yards as defined by chapter 34. All pools must be set back a minimum of six feet from the property lines.

No portable above-ground pool shall be constructed or assembled prior to April 1 of any year, and all portable above-ground pools shall be completely disassembled and removed from the lot location before October 15 of any year.”

Section 3. Section 6-455 of the Municipal Code of the City of Rock Falls is hereby amended to read as follows:

“Sec. 6-455. - **Surrounding enclosure.** Every owner, purchaser under contract, lessee, tenant or licensee of land within the city upon which is situated a private outdoor swimming pool, except a portable above ground pool, shall at all times maintain, on the lot or

premises upon which such private swimming pool is located, a fence or other structure to a height not less than six (6) feet which completely surrounds such pool and is constructed with gaps or apertures (other than doors or gates) which have no more than one dimension that is greater than 2 ¼ inches. All gates or doors opening through such fence or enclosure shall be equipped with self-closing and self-latching devices placed at the top of such gates or doors and made inaccessible to small children. Such devices shall be so designed as to be capable of keeping such doors or gates securely locked at all times when not in use; however, the door of any dwelling forming a part of the enclosure need not be so equipped. The building official may make modifications in individual cases upon showing of good cause with respect to the height, nature or location of the fence, wall, gates or latches, or the necessity for such item, provided the protection as sought in this Section is not reduced by any modification. The building official shall allow a reasonable period within which to comply with the requirements of this Section. Nothing in this Article shall prohibit any person from electing to treat a pool which would otherwise be classified as a portable above-ground pool as a pool for which an enclosure is required by this section, and if so elected, the said portable above-ground shall be exempt from the date limitations contained in Section 6-452.”

Section 4. All prior ordinances in conflict herewith are hereby repealed.

Section 5. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 6. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this ____ day of _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay



Run Bike & Walk District

Event Requests for Approval

The Rock Falls Tourism Committee unanimously approved and endorses the following 2018 events located in the Run Bike & Walk District: 1. Summer Splash, 2. Rock Falls Days & Craft Show, 3. Bass Pro Shops Big Cat Quest & 3. Annual Bags Tournament.

SUMMER SPLASH

June 22nd – June 23rd 2018

Rock Falls Chamber will be utilizing the Lovelight & RB&W District Park. Rock Falls Tourism requests that the \$150.00 application fee be waived and the charge for electrical usage be \$50 per event location. Rock Falls Chamber is aware that inflatable attractions (including bounce houses) are not allowed at the Lovelight and RB&W District Park.

Rock Falls Chamber has agreed to clean up each day during & immediately following each event conclusion. There is an event, Sunday June 24th which starts at 7:30 AM at the Run, Bike & Walk Amphitheater and the area must be clean.

Schedule of Events

- **June 21st 8 AM – 8 PM – LOVELIGHT Event Set Up** (Rock Falls Chamber will notify tenants who use the Lovelight parking lot at least 2 weeks in advance.)
- **June 22nd 11 AM – 8 PM – LOVELIGHT Vendor Event, cookout, kids activities & local entertainers**
- **June 22nd 8 PM – 10:30 PM - RB&W DISTRICT PARK Family Movie Night**
- **June 23rd 11 AM – 8 PM – LOVELIGHT Vendor Event, cookout, kids activities & local entertainers**
- **June 23rd 9 PM – 10:30 PM – LOVELIGHT fireworks, music & some vendors**

ROCK FALLS DAYS & CRAFT SHOW

August 4th 2018

South of the Rock Bar & Restaurant Coalition will be utilizing the Lovelight & RB&W District Park. South of the Rock Bar & Restaurant Coalition is aware that inflatable attractions (including bounce houses) are not allowed at the Lovelight and RB&W District Park.

The organizers are creating a committee to arrange various events that the Rock Falls Community will enjoy and look forward to every year. Since this is a new event, more details will emerge. South of the Rock Bar & Restaurant Coalition will organize clean up each day during & immediately following each event conclusion.

Schedule of Events

- **Rock Falls Days – RB&W PARK & AMPHITHEATER**
- **Rock Falls Craft Show – LOVELIGHT**



Event Requests for Approval

The Rock Falls Tourism Committee unanimously approved and endorses the following events located in the Run Bike & Walk District: Summer Splash, Rock Falls Days & Craft Show, Bass Pro Shops Big Cat Quest & the Annual Bags Tournament.

BASS PRO SHOP BIG CAT QUEST

August 4th – August 5th 2018

Rock Falls Tourism will be utilizing the Lower Dam Park pending its availability. If Lower Dam Park is unavailable, Rock Falls Tourism will secure an available and appropriate location near the Rock Falls Riverfront. Rock Falls Tourism is aware that inflatable attractions (including bounce houses) are not allowed at the Lovelight and RB&W District Park. Rock Falls Tourism requests 50% payment of \$5000.00 to be paid to Ken Freeman Outdoor Promotions to secure the event with the final payment of \$5000.00 be paid before the August 4th 2018 event. Mr Freeman requested that the contract reflects the new tournament dates and overnight stay dates (Thursday – Sunday).

Rock Falls Tourism will be working with South of the Rock Restaurant Coalition to make Rock Falls Days & Craft Show, events that will draw visitors beyond the 50 mile radius by holding Bass Pro Shops Big Cat Quest August 4th & 5th 2018.

Rock Falls Tourism will clean up each day during & immediately following each event conclusion.

Schedule of Events

- **August 3rd 4 PM – 8 PM** Registration – location TBD
- **August 3rd TBD** -LOWER DAM PARK (or available location) Event Set Up
- **August 4th 9 AM – 6 PM** – LOWER DAM PARK (or available location) Fishing tournament/weigh-in, youth carp fishing tournament, kid's activities, vendors, food & drink vendors, captains dinner
- **August 5th 9 AM – 5 PM** – LOWER DAM PARK (or available location) Fishing tournament/weigh-in, youth carp fishing tournament, puppy pageant, vendors, kid's activities, food & drink vendors

Annual Bags Tournament

September 1st 2018

South of the Rock Bar & Restaurant Coalition will be utilizing RB&W District Park & Amphitheater. South of the Rock Bar & Restaurant Coalition is aware that inflatable attractions (including bounce houses) are not allowed at the Lovelight and RB&W District Park.

The organizers are creating an event that the Rock Falls Community will enjoy and look forward to every year. Since this is a new event, more details will emerge. South of the Rock Bar & Restaurant Coalition will organize clean up during & immediately following each event conclusion.

Schedule of Events

- **Annual Bags Tournament** – RB&W PARK & AMPHITHEATER

**BASS PRO SHOP'S BIG CAT QUEST FISHING TOURNAMENT
SPONSORSHIP AGREEMENT**

This Agreement is made this 18TH day of January, 2017 by and between the City of Rock Falls, Illinois ("City"), a municipal corporation, located at 603 West 10th Street, Rock Falls, Illinois 61071, as Sponsor and Ken Freeman, doing business as Ken Freeman Outdoor Promotions ("KFOP"), located at 16 Sedgewick Cove, Jackson, Tennessee 38305, as Promoter. KFOP and the City may be referred generically as a "Party," or collectively as "Parties."

WHEREAS, KFOP is a promoter of Bass Pro Shop's Big Cat Quest Tournaments and KFOP operates a website and a Facebook page for the promotion of Bass Pro Shop's Big Cat Quest Tournaments; and

WHEREAS, KFOP seeks to promote and conduct The Bass Pro Shop's Big Cat Quest Fishing Tournament to be held on June 24 & 25, 2017 in Rock Falls, Illinois ("Tournament"); and

WHEREAS, the City seeks to sponsor the Tournament and be known as the Host Sponsor for the Tournament; and

WHEREAS, the parties desire to enter into an agreement stating and setting forth the responsibilities of each in relation to said Tournament and sponsorship,

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and for other valuable consideration, receipt and sufficiency of which the parties acknowledge, the City and KFOP agree as follows:

SECTION ONE: Promotion of Tournament. KFOP hereby agrees to promote The Bass Pro Shop's Big Cat Quest Fishing Tournament to be held on June 24 & 25, 2017 in Rock Falls, Illinois ("Tournament") and KFOP in connection with the Tournament shall:

- (A) Refer to the City as the Host Sponsor of the Tournament in all promotional materials for the Tournament. Promotional materials generated by KFOP will be in the form of website, Facebook, print material, and audio or video display, where used.
- (B) Provide planning, national promotion and execution of the Tournament including but not limited to: website listing, brochure listings, weigh-in locations, Tournament set-up, staff, and travel expenses. KFOP reserves the right to use volunteers if available.
- (C) Prominently display the City's logos, define the City as the Tournament's Host Sponsor, and otherwise prominently feature the City in all promotional materials, including but not limited to any and all print, brochures, website and Facebook pages maintained by KFOP for purposes of promoting the Tournament. KFOP will also prominently feature the City in all promotion materials for the general promotion of Bass Pro Shop's Big Cat Quest tournaments held in the year 2017.

- (D) Provide scale platform/stage, and/or backdrop placement, and/or banner during the weigh-in of the Tournament.
- (E) Provide all payment and/or prizes won during the Tournament to anglers.
- (F) Provide insurance coverage for Tournament and insurance coverage for displays used during Tournament.

SECTION TWO. Sponsorship of Tournament. The City hereby agrees to sponsor The Bass Pro Shop's Big Cat Quest Fishing Tournament to be held on June 24 & 25, 2017 in Rock Falls, Illinois ("Tournament") and in connection with the Tournament the City shall:

- (A) Host the Tournament to be held on June 24 & 25, 2017 in Rock Falls, Illinois.
- (B) Promote the Tournament by providing Tournament information and details on the City Tourism Department's website; advertise the Tournament through any available media sources through the date of the Tournament's completion on June 25, 2017, and by any other means the City deems appropriate.
- (C) If tournament is an hourly event, the City shall provide a radio station and any associated costs for the hourly broadcasting of the Tournament.
- (D) Provide total of one hotel room with two double-sized beds for staff. The hotel room shall be provided from Tuesday, June 20, 2017 through Monday, June 25, 2017.
- (E) Provide sponsorship money in value of \$10,000.00 to event no later than Friday June 16, 2017.
- (F) Provide weigh-in area and electricity for the Tournament and provide KFOP with all permits or fees necessary to hold the Tournament from setup through completion of the Tournament on June 25, 2017.
- (G) Provide KFOP with the City's logo and other information necessary to display the City's sponsorship of the Tournament for promotion purposes.

SECTION THREE. Compliance Terms.

- (A) KFOP agrees that its performance and the performance of any of its directed contractors and subcontractors under this Agreement shall comply with all applicable federal, state and local statutes and regulations.
- (B) This Agreement shall be in effect from signing until completion of the Tournament.

SECTION FOUR. Intellectual Property.

KFOP may present to the City creative materials, which identify the City, and the City may consider such materials for use in its advertising and marketing plans. KFOP agrees that all rights of ownership and rights of use of such materials will be the sole and exclusive property of the parties upon presentation, and the City and KFOP will be free to use such materials without further compensation or consent of each except as otherwise agreed in writing by the parties as a condition of KFOP providing such materials to the City. Notwithstanding any provision of this Agreement to the contrary: (i) any part of such materials that are in the public domain shall not be subject to the restrictions contained in this paragraph.

SECTION FIVE. Indemnity.

KFOP shall indemnify and hold the City harmless from and against any liability, cost, loss, or expense of any kind (including reasonable attorney's fees and expenses) to the extent proximately caused by any claim, demand, or action arising out of: (i) breach of any of KFOP's representations, warranties, or agreements hereunder; (ii) negligence or willful misconduct of KFOP; (iii) injury to persons, including workers' compensation claims, arising from actions of KFOP in the operation of the Tournament; or (iv) if any of the services provided by KFOP or materials developed by KFOP infringes or violates any trademarks, patents, copyrights, trade secrets, licenses, or other property rights of any third party except and unless such claim of infringement is due to data, information, materials, rights or trademarks provided by the City. This indemnification obligation shall survive any termination of this Agreement. Further, this indemnification obligation of KFOP to the City shall be conditioned upon the City promptly notifying KFOP of such claim, and allowing KFOP to control and direct the defense of such claim.

The City shall indemnify and hold KFOP harmless from and against any liability, cost, loss, or expense of any kind (including reasonable attorney's fees and expenses) to the extent proximately caused by any claim, demand, or action arising out of: (i) breach of any of the City's representations, warranties, or agreements hereunder; (ii) negligence or willful misconduct of the City; or (iii) if any of materials, marks, or information provided by the City infringes or violates any trademarks, patents, copyrights, trade secrets, licenses, or other property rights of any third party except and unless such claim of infringement is due to rights or trademarks that KFOP represented to KFOP it had a right to use. This indemnification obligation shall survive any termination of this Agreement. Further, this indemnification obligation of the City to KFOP shall be conditioned upon KFOP promptly notifying the City of such claim, and allowing the City to control and direct the defense of such claim.

SECTION SIX. Limitation of Liability.

Notwithstanding anything in this Agreement to the contrary, neither the City nor KFOP shall be liable for any indirect, incidental, special, or consequential damages, including lost profits. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, including lack of responsibility to contract due to acts of God, Country or Terrorism.

SECTION SEVEN. Insurance.

KFOP agrees to be responsible for any loss or damage concerning the Tournament and will insure self and add the City at KFOP's sole expense for such loss or damage in accordance with industry standards. KFOP shall provide proof of insurance in an amount and form satisfactory to the City. KFOP further agrees to indemnify and defend the City from any claim, action, liability, loss, damage or suit, arising from the Tournament. Upon default, KFOP agrees to pay all reasonable attorney fees and costs necessary to enforce this Agreement.

KFOP shall, at its expense, during the Tournament stated in this Agreement, keep in full force and effect, policies of insurance meeting or exceeding the following specifications: Commercial General Liability including Personal Injury, Products and Completed Operations Liability with a minimum limit of one million dollars (\$1,000,000.00) per occurrence combined for Bodily Injury, Personal Injury and Property Damage Liability; Aggregate of one million dollars (\$1,000,000.00), and Workers' Compensation insurance for the statutory minimum requirements. Required limits may be attained by use of Excess Liability. The City shall be named as additional insured on these policies.

SECTION EIGHT. Notice.

Unless otherwise directed, all notices required to be given by either party to the other party under this Agreement shall be in writing and shall be deemed sufficient if given in any of the following ways: (a) delivery by a messenger service or private delivery service providing same or next day delivery, (b) sent by United States Certified Mail, return receipt requested, postage prepaid, or (c) by facsimile copy and followed within 24 hours by an original copy deposited in the United States Mail, first class, postage prepaid, to the parties at the addresses set forth herein below. The parties and the addresses set forth herein below may be changed by any party by giving notice to the other party in accordance with this Section Eight to the last person and address specified herein below.

If to: City of Rock Falls

**City Clerk
City of Rock Falls
603 West 10th Street
Rock Falls, IL 61071**

with a copy to:

**James Reese, City attorney
202 East 5th Street
PO Box 400
Sterling, IL 61081**

If to Ken Freeman Outdoor Productions

**Ken Freeman
Ken Freeman Outdoor Productions
16 Sedgewick Cove
Jackson, TN 38305**

with a copy to:

SECTION NINE. This Contract becomes binding when signed by all parties or when all parties have signed a duplicate counterpart.

IN WITNESS WHEREOF, the parties to this Agreement by their duly authorized representatives have executed this Agreement to be effective as of the day and year first written above.

City of Rock Falls, Illinois, Sponsor

By: Ann B. Wherrett
Mayor

Attest: [Signature]
City Clerk

Ken Freeman Outdoor Productions, Promoter

By: Ken Freeman

Printed Name: Ken Freeman

Title: CEO Ken Freeman Outdoor S



Service Order: COR - 10 Gbps Transport - 2 Gbps CIR - Primary Rev2 #558

Prepared For	Prepared By
Wayne Shafer City of Rock Falls 603 W. 10th Street Rock Falls, IL 61071 815 622 1100	Amit Patel Syndeo Networks Inc. PO Box 833 Saint Charles, IL 60175 630 457 4218
Quotation Date	Valid Until
11/30/2017	11/19/2017
Recurring Term	Payment Terms
36 Months	Net 30

Quantity	Product	Description	List	Discount %	Sale Price	Tax	Total
1	Dedicated Fiber Optic Internet Access with BGP - 10 Gbps	[MRC] Dedicated Fiber Optic Internet Access with BGP - 10 Gbps *** Over IMBCA - 2 Gbps DIA Commit *** Delivery over 10 Gbps Transport *** Service POP - ROCHELLE, IL (RMU)	13,500.00	50.50	6,682.50	0%	6,682.50
1	CPE	[MRC] CPE - Juniper EX 4550 - with Metro Node G8032	49.99	100.00	0.00	0%	0.00
1	Installation & Configuration	[NRC] Installation and configuration - Service Delivery charges	6,500.00	100.00	0.00	0%	0.00

Service Address: TBD, Rockfalls, IL

Total	20,049.99
Discount	-13,367.49
Subtotal	6,682.50
Tax	0.00
Shipping	0.00
Grand Total	6,682.50

Monthly Recurring Cost: \$6,682.50 Non-Recuring Cost: \$0.00

Service Notes:

Thank you for your business!

Customer Signature _____ Date _____

NRC = "Non-recurring charge". A one-time charge established for installation and construction, or purchase of equipment.

MRC = "Monthly recurring charge" and specifies the monthly charge for the service.

ARC = "Annual recurring charge" and specifies the annual charge for the service.

Assumptions:

1) The price's set forth herein constitute a non-binding quote good for 30 Days. Final terms and conditions shall be set forth in a formal agreement between the parties. The price quoted is exclusive of all applicable federal or state sales or excise taxes or universal service fund, utility or similar fees and taxes levied or imposed upon Syndeo or customer arising from or relating to the provision of the services quoted herein, all of which shall be separately charged to customer.

2) Building License Fees are not included in the price quoted above and will be added (if required) in a final quote.

3) The network design associated with pricing assumes the fiber backbone will extend to the Syndeo demarcation points within locations listed above. The typical Syndeo demarcation point is located in the basement of a building. Customer to provide rack, space, and power for Syndeo dedicated equipment at each location.

SYNDEO NETWORKS, INC. MASTER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between Syndeo Networks, Inc., ("SYNDEO") and _____ ("User").

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Services Provided.** SYNDEO hereby agrees to provide to User, subject to the terms and conditions hereinafter stated, connectivity services between the Locations shown on one or more Service Orders to be executed by the parties (hereinafter the "Connectivity Service"). This Agreement does not obligate User to order Services from SYNDEO, nor does it obligate SYNDEO to accept Service Orders from User; upon joint execution of any Service Order, the Agreement defines the rights and obligations of the parties during the term thereof. User shall be responsible for the installation and configuration of all hardware and software necessary to send and receive information using the Connectivity Service, and connecting its existing systems to the SYNDEO provided interfaces. The sole obligation of SYNDEO is to ensure that the Connectivity Service meets the technical specifications set forth in the applicable Service Order. SYNDEO may from time to time alter the means and methods by which it provides the Connectivity Service, provided that the Connectivity Service at all times meets the specifications set forth in the applicable Service Order. SYNDEO may also change its service providers and equipment ~~without~~ upon reasonable notice to User; provided, however, that SYNDEO may not make any non-emergency changes that would cause a service outage without User's prior written consent.. SYNDEO's network, including all cable and hardware shall hereinafter be referred to as the "System". The Connectivity Service will permit User to transmit and receive data at the Transfer Rate shown on the applicable Service Order. The system shall also accommodate occasional bursts of data in excess of the specified rate, but such bursts shall not be at any guaranteed rate of transfer. User acknowledges that it is not the only customer whose data shall be transferred across the system, and that the system must accommodate data traffic from multiple users simultaneously. SYNDEO makes no assurances or guarantees that User's data shall

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follow a specific routing path, nor that User's data shall be the exclusive data transferred via the system. The data transfer rates, security of the data, and other aspects of the system's capabilities are subject to further limitations as hereinafter described.

2. Term. The initial term of the Connectivity Service shall be set forth in the applicable Service Order. In the absence of notice to the contrary, each Service Order shall be renewed for additional consecutive terms of one (1) year each, subject to the same terms and conditions as herein contained, as modified from time to time. In the event that either party does not intend to renew a Service Order, said party shall notify the other party in writing no less than sixty (60) days prior to the expiration of the current term. In the absence of such notice, each party shall be deemed to have consented to the renewal. ~~User acknowledges that the prices being charged by SYNDEO are calculated based on the length of the term, and therefore User shall be obligated for the payments to SYNDEO throughout the entire term regardless of the extent of User's use of the System. This Agreement shall continue until the last to expire of all Service Orders, whereupon it shall automatically terminate.~~

3. Price and payment. User shall pay to SYNDEO the periodic charges shown on the applicable Service Order. All monthly payments shall be due on or before the first day of each month and all annual payments shall be due on the annual anniversary date of this Agreement, unless otherwise specified in writing. In the event SYNDEO requires payment in advance, such as for a security deposit, installation of equipment, hardware, etc., then SYNDEO shall not be obligated to initiate service to User until such payment is received. If any payment is received more than ~~five (5)~~ thirty (30) days late, then User shall pay to SYNDEO interest on the amount owed at the rate of eighteen percent (18%) per annum through the date payment is received. ~~In addition, User shall pay to SYNDEO all costs incurred by SYNDEO in the collection of any amounts due hereunder, including reasonable attorneys fees.~~

4. Ownership of System and Grant of ~~Easement~~ License. SYNDEO shall remain the sole owner of the System, and User acknowledges that it shall not receive any

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property interest in the same by virtue of this Agreement. User will, at its expense, keep the System free and clear from any liens or encumbrances of any kind, and ~~will indemnify and hold harmless SYNDEO from and against any loss caused by User's failure to do so.~~ User hereby grants to SYNDEO an easement license over and upon User's property for the purpose of installing, servicing, and maintaining the System for the duration of the term of any Service Order and any extensions thereof. Said easement license shall include the right of entry and access to any underground or overhead cable(s). SYNDEO shall use reasonable efforts to notify User prior to undertaking any maintenance on the System upon User's property. User further acknowledges that it shall have no right of direct physical access to the System. User shall not attempt to maintain, modify, adjust, repair, or otherwise alter the System beyond the physical demarcation point whereby the System connects to User's location.

5. **Default by User.** In the event User defaults in the payment of any sum due to SYNDEO, or fails to perform any other obligation of User under the terms of this Agreement or any other agreement with SYNDEO, SYNDEO may immediately terminate this Agreement and/or any applicable Service Orders, and cease all service to User. ~~Such action by SYNDEO shall not release User from any payment obligation hereunder. SYNDEO shall not be obligated to reinstate this Agreement, and any subsequent agreement by SYNDEO to restore services to User shall be solely at SYNDEO's discretion and upon such additional terms as SYNDEO deems appropriate. User shall reimburse SYNDEO for all costs of enforcement of the terms of this Agreement, including costs of collection and all attorneys fees.~~

6. **Incorporation of General Terms and Conditions.** User acknowledges that SYNDEO publishes general terms and conditions for all customers who receive network or internet security services. This Agreement expressly incorporates said general term and conditions, and User agrees to be bound by the same. User further agrees that the general terms and conditions may be changed from time to time at the sole discretion of SYNDEO, and that User, absent its consent, shall not be bound by any new or modified terms and conditions, ~~except that SYNDEO may not increase the~~

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rates to be paid by User except upon the expiration of the term hereof. The general terms and conditions may be provided to User in written or electronic form, and User acknowledges that continued acceptance of SYNDEO's services hereunder shall constitute sufficient consideration for the enforcement of the same. Publication of these terms and conditions via the internet or the world wide web, with notification to User by email of any modifications to the terms and conditions, shall constitute sufficient notice to User of any changes thereto. Any conflict between this Agreement and the general terms and conditions shall be resolved in favor of ~~the more restrictive provision, or if none then in favor of the more recent provision~~this Agreement.

7. Assignment.

- (a) By SYNDEO. SYNDEO may assign this Agreement or any applicable Service Order at any time and for any reason to (i) an entity that SYNDEO owns or controls, (ii) an entity that owns or controls SYNDEO, (iii) an entity that is under common ownership or control with SYNDEO, (iv) an entity with which SYNDEO shall merge or consolidate, (v) an entity that purchases that part of the SYNDEO System being utilized to provide the Connectivity Service, and (vi) as part of a security interest or asset pledge. Additionally, SYNDEO reserves the right to subcontract all or part of any Service Order, including the collection of any amounts due from User.

- (b) By User. User shall not assign this Agreement without the express written consent of SYNDEO. User agrees that the services provided by SYNDEO hereunder are for the exclusive use of User only, and that User shall not permit any additional person, company, individual, or other entity, to have access to the data transfer services, the System, or any other services provided to User hereunder. User shall not transfer, resell, gift, share, sublease or otherwise use the Connectivity Service for any purposes other than those directly related to User's internal business operations. Anyone using the System by, through, or under User's authority shall be subject to the same terms and conditions as

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User, and User shall be responsible for enforcing compliance with the same.

8. **Security and Confidentiality.** SYNDEO cannot and does not guarantee the confidentiality or security of any User data, whether transmitted by or stored in SYNDEO's machines, in User's machines, or elsewhere. All use of the System is at User's own risk. SYNDEO exercises no control whatsoever over the availability of information or over the content of the information passing through its System and specifically denies any responsibility for the accuracy or quality of information obtained or transmitted through its services. Further, SYNDEO will not be responsible for any loss or inaccessibility, or the consequences of any loss or inaccessibility, of data resulting from delays, nondeliveries, misdeliveries, service interruptions or disconnections howsoever caused, whether caused by SYNDEO, User, or any other person or entity.
9. **Prior Laws and Agreements.** This Agreement is subject to the terms of contracts and licenses held by SYNDEO and is subject also to all fFederal, sState, and mMunicipal laws and regulations now in force, or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission. If SYNDEO determines that such contracts, licenses, or authority require that this Agreement be modified or terminated, it shall so notify the User and the parties' rights and obligations shall thereupon be changed to the extent necessary to comply with the contract, license, or authority. It is the intention of the parties hereto that the internal laws of the State of Illinois, USA (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction, of its terms and the interpretation and enforcement of the rights and duties of the parties hereto. Jurisdiction and vVenue for any dispute between SYNDEO and User shall be solely in the circuit court of ~~DeKalb County~~ Whiteside County, Illinois, or the federal court of the Northern District of Illinois, Western Division. If during the term of the Agreement or any extensions thereof, one of the parties shall have a dispute concerning the other party's performance or failure to perform, that party will, prior to instituting any legal action, bring the dispute to the attention of the other party, which will negotiate in good faith in an attempt to resolve the dispute without

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resorting to legal action. In the event of any legal action between the parties hereto, the prevailing party shall be entitled to recover its attorneys' fees and court costs incurred in such action from the non-prevailing party.

10. **User's Lawful Use of System.** The System may only be used for lawful purposes. Transmission or use of any material in violation of any fFederal, sState, or mMunicipal law or regulation now in force, or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission is prohibited. Violations may include, but are not limited to: misuse of copyrighted and patented material; the creation, transmission, or receipt of material legally judged to be threatening or obscene; or misuse of material constituting a protected trade secret. ~~User is solely responsible to avoid illegal use of the System for the handling of information and material obtained therefrom or transmitted thereon.~~

~~11. Indemnity of SYNDEO. This Agreement is made upon the express condition that SYNDEO shall be free from all liabilities and claims for damages, losses, and/or suits for or by reason of any injury or damage of any kind whatsoever, to any person property, or entity, including to User, occasioned by the use or misuse of the System, or the information or material obtained therefrom or transmitted thereon, or by breach of this Agreement by User, or by any person or entity accessing through User's connection, and User hereby covenants and agrees to indemnify and save harmless SYNDEO, its owner's, agents, and employees from all liabilities, charges, expenses, fees, attorney fees and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of the same. The language "use or misuse" as used in this clause specifically includes, without limitation, activity that violates any law, order, ordinance, statute, rule or regulation, whether judicial, municipal, state, or federal in nature.~~

~~12. Disclaimer of Warranties; Limitation on Damages. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR A SERVICE ORDER, THE CONNECTIVITY SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND.~~

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~~SYNDEO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Liability for any direct damages that may be incurred as result of the failure of SYNDEO to fulfill its obligations under this Agreement shall extend only to User and shall be limited to the outage credits provided below. The maximum liability of SYNDEO under any circumstances may not exceed the total amount paid by User pursuant to the applicable Service Order. IN NO EVENT SHALL SYNDEO BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REGARDLESS OF THE FORESEEABILITY OF ANY SUCH DAMAGES.~~

114. Interruption of Service. In the event of cable failure or other disruption in the Connectivity Service, including theft or destruction of any portion of the network, SYNDEO will, regardless of the hour or day of such disruption, proceed immediately and with due diligence to repair the Connectivity Service disruption or provide an alternate replacement service as quickly as is reasonably practicable following receipt of telephonic notice to SYNDEO. Provided that SYNDEO can repair any damage or provide an alternate service within 24 hours, SYNDEO will have no responsibility or liability to User for any such disruption in the Connectivity Service(s). In the event any disruption of the Connectivity Service extends beyond 24 hours, SYNDEO shall pay User an outage credit for each half-hour period of the outage, which outage credit shall be equal to $1/1440^{\text{th}}$ of the monthly periodic charge actually paid by User for the Connectivity Service. In the event that any disruption of Service will extend beyond 72 hours, or in the event that more than three such disruptions of more than four hours each occur within any calendar year during the term hereof, (i) ~~SYNDEO may terminate the Service Order associated with the failed service without further liability, or~~ (ii) ~~User may, as User's sole and exclusive remedy, terminate the Service Order associated with the failed service without further liability.~~ Notwithstanding the foregoing, Customer shall bear the full cost of repairing or replacing any SYNDEO equipment which suffers any loss, theft or destruction that is caused by User or its employees, appointees, invitees, or independent contractors, or which is otherwise attributable to

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willful or negligent conduct by such persons or entities.

12. Force Majeure. If performance by SYNDEO of any obligation under this Agreement is prevented by causes beyond SYNDEO's reasonable control, including, but not limited to, the failure or malfunction of equipment, acts of God, explosions, vandalism, cable cuts, natural disasters, power failure, national emergencies, insurrections, riots, war, strike, lockouts, boycotts, work stoppages or other labor strikes, delays caused by third party vendors due to labor strikes, or any order, regulation or other actions of any governmental authority, agency instrumentality or any civil or military authority, SYNDEO shall be excused from such performance on a day-to-day basis to the extent of such causes. SYNDEO shall use reasonable commercial efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch. In the event that SYNDEO is unable to perform under the provisions of this Agreement, payment for Services shall be suspended pending SYNDEO's avoidance or removal of such causes for non-performance. Should such causes for non-performance extend for more than thirty (30) days, either party may terminate this Agreement without cause and without further penalty.
13. Use of Name. User grants SYNDEO a nonexclusive right to identify User as a customer of SYNDEO's services in printed publications, press releases, websites, customer portfolios, and similar marketing or news materials.
14. Miscellaneous. The invalidity or unenforceability of any particular provision or clause of this Agreement shall not affect the other provisions or clauses hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. This Agreement shall inure to the benefit of SYNDEO's successors and assigns, and their respective successors and assigns. ~~This Agreement may be assigned by SYNDEO without User's approval, and upon said assignment and acceptance by an assignee, SYNDEO shall have no further obligations hereunder. This Agreement is not assignable by User and shall not inure to the benefit of User's heirs or representatives. This Agreement sets forth all of the agreements, undertakings and covenants between and among the parties. This Agreement supersedes all prior~~

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agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the parties. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity, or entities may require. All headings are for convenience only, and shall not constitute the binding language of the Agreement.

NOTICE REGARDING USE OF THE SYSTEM AND THE INTERNET BY MINORS: The Internet is a world wide network. As such, it has sites in countries around the world and even locations in the United States that may not have the same laws and standards that are in effect in the User's state and location. The information available through the System may include items of a violent or erotic nature or other items not appropriate for viewing or possession by minors. As previously indicated by the terms of this Agreement, SYNDEO cannot and does not exercise any control over the information passing through its System. It is therefore the duty of the User to supervise the use of the System and the Internet by minors.

SYNDEO NETWORKS, INC.

By: _____

Title: _____

USER: _____

By: _____

Initial: _____

Title: _____

Initial: _____

SIDE LETTER OF AGREEMENT

This Agreement is made and entered into as of the 1st day of November 2017 by and between the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL UNION NO. 196 ("UNION" or "IBEW and the CITY OF ROCK FALLS, ILLINOIS ("EMPLOYER") or ("CITY"), and the") as follows:

WHEREAS, the parties have previously entered into collective bargaining agreements governing terms and conditions of employment of members of the UNION, and most recently negotiated a revised Collective Bargaining Agreement effective September 1, 2016, for a 3 year term ("CBA"); and,

WHEREAS, the parties now desire to supplement and modify the process by which the CITY will fulfill its obligation under Article 22, Section 22.06.

NOW, THEREFOR, the parties do hereby supplement and modify the terms and provisions of the CBA Article 22, Section 22.06, following all agreements, terms and conditions:

1. Effective as of November 1, 2017, the manner in which the CITY handles overtime opportunities where the Vactor truck is required, shall be as follows:

Section 22.06 Overtime shall be distributed among the employees within each department according to this section. Each department (that is, electric, water, wastewater and street) shall maintain an overtime list for that department. An employee assigned to standby shall respond to any overtime opportunity within the department where that employee works. If the overtime opportunity requires more employees than those on standby, then the opportunity will be offered to the employee within the department with the least amount of overtime on the list. Overtime hours posted to the list will be a total of hours worked and charged, and the list will be updated monthly. If an employee is unreachable by telephone or refuses overtime, he or she will be charged with actual time worked on that opportunity, except that an employee on approved leave will not be charged for hours when unreachable or refused. Approved leave includes vacation, personal leave and sick leave. If the vacation time or personal leave is on a Friday or Monday, then Saturday and Sunday will count as approved leave and an employee will not be charged if called out and is unreachable or refused the call.

For any department which does not have a standby assignment, the overtime list maintained under this section shall be used for determining the distribution of overtime opportunities.

If an overtime opportunity requires more persons than are then currently working within that department, then the overtime lists for the other departments (excluding the electric department for overtime in the water, wastewater and street departments) shall determine the order of offering the opportunity, with the person with the least amount of overtime on all of the other lists being the first to be offered and then moving up the lists in ascending order. However, if the overtime opportunity requires a person with ability to operate the Vactor truck, the order of callout on the list may be disregarded and the person on standby in the wastewater department may be called first, then other wastewater department employees from the overtime list, before

utilizing other departments from master overtime list. At the minimum the employee on standby from sewer will deliver the Vactor truck to the department requesting it, if no one else is available from the wastewater department and return the Vactor truck if needed. If the overtime opportunity requires more persons than are available from the other departments, then the overtime list for the electric department shall be used for the water, wastewater and street departments. For overtime opportunities within the electric department which require more persons than are available within the electric department, the lists for the other departments shall be used as set forth in this paragraph.

A copy of the list for each department shall be provided to the chief steward monthly.

Until the end of the calendar year in which the probationary period for any newly hired employee is completed, such newly hired employee will be the last person to whom each overtime opportunity is offered within the department of the newly hired employee.

For any non-scheduled overtime opportunity which requires more persons than are on standby within the department, the person or persons then on standby within that department shall be responsible for notification of such other persons in accordance with the requirements of this article, and, after the first notification of the emergency situation by the telecommunications department of the police department, all other notices of need for emergency response shall be made within the department.

2. This Agreement shall be in force and effect until the end of the CBA (August 31, 2019), but provided that if the parties fail to terminate this Agreement as to any subsequent Collective Bargaining Agreement that may entered into between them, this Agreement shall continue in force and effect for the term of the subsequent Collective Bargaining Agreement until such time that the parties mutually agree to terminate it.

CITY OF ROCK FALLS, IL, EMPLOYER

By: _____
Mayor

IBEW LOCAL 196

By: Eric Patrick 11-13-17
Business Manager

ATTEST:

City Clerk

DATED: November 1, 2017