

# 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 Blackert  
815-564-1366



*City Clerk*  
815-622-1100  
Ext. 4

*City Treasurer*  
Kay Abner  
815-622-1100

Rock Falls City Council Agenda  
Council Chambers  
603 W 10<sup>th</sup> Street, Rock Falls IL 61071

October 15, 2019  
6:30 p.m.

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

## **Audience Requests**

### **Proclamation:**

Proclaiming that the month of October be recognized as "Domestic Violence Awareness Month"

### **Community Affairs**

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

### **Consent Agenda**

1. Approval of the Minutes of the October 1, 2019 Regular Council Meeting
2. Approval of bills as presented

### **Ordinances 1<sup>st</sup> Reading:**

1. Ordinance 2019-2446 - Amending the Zoning Ordinance of the City of Rock Falls Regarding Cannabis Business Establishments

### **Ordinances 2<sup>nd</sup> Reading and Adoption:**

1. Ordinance 2019-2444 - Establishing a Municipal Cannabis Retailers' Occupation Tax within the City Limits of Rock Falls
2. Ordinance 2019-2445 - Approving Contract and Authorizing the Purchase and Financing of Personal Property - 3 - 2020 Ford Police Interceptor Utility AWD Base

### **City Administrator Robbin Blackert**

1. Renewal of License Agreement No. 3094 with the Illinois Department of Natural Resources, One Natural resources Way, Springfield, Illinois 62702 for a 5 year, full term payment in the amount of \$1,100.00 (Sewer Main under Canal near the Linville Crossing)

2. Renewal of License Agreement No. 3097 with the Illinois Department of Natural Resources, One Natural resources Way, Springfield, Illinois 62702 for a 5 year, full term payment in the amount of \$500.00 (Sewer Forcemain under Canal at E 11<sup>th</sup> Street)

### **Information/Correspondence**

James Reese, City Attorney  
Brian Frickenstein, City Engineer

### **Department Heads**

### **Alderman Reports/Committee Chairman Requests**

#### **Ward 1**

Alderman Bill Wangelin  
Alderman Gabriella Palmer

#### **Ward 2**

Alderman Glen Kuhlemier – Finance/Insurance/Investment Committee Chairman  
1. Approval of the Fiscal Year 2019 (May 1, 2018 through April 30, 2019) Audit

Alderman Brian Snow – Building Code Committee Chairman

#### **Ward 3**

Alderman Jim Schuneman – Utility Committee Chairman/Tourism Committee Chairman  
Alderman Rod Kleckler – Public Works/Public Property Committee Chairman

#### **Ward 4**

Alderman Lee Folsom – Police/Fire Committee Chairman  
Alderman Violet Sobottka – Ordinance/License/Personnel/Safety Committee Chairman

### **Adjournment**

Next City Council meeting –November 5, 2019 at 6:30 p.m.

Posted: October 11, 2019

Michelle Conklin, Deputy City Clerk

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

# PROCLAMATION

## **RECOGNITION OF DOMESTIC VIOLENCE AWARENESS MONTH**

**WHEREAS**, anyone can be a victim of domestic violence regardless of age, sex, ability, ethnicity, sexual orientation, socioeconomic status or religion; and

**WHEREAS**, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

**WHEREAS**, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims; and

**THEREFORE**, be it proclaimed by Mayor William B. Wescott and the members of the City Council, that the month of October be recognized as “**DOMESTIC VIOLENCE AWARENESS MONTH**” in the City of Rock Falls, and urge our residents to work together to eliminate domestic violence from our community.

Passed this 15<sup>th</sup> day of October, 2019.

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James Schuneman, Mayor Pro Tem

Attest:

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Michelle Conklin, Deputy City Clerk

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

October 1, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. October 1, 2019 in the Council Chambers by Mayor William B. Wescott.

Deputy City Clerk Michelle Conklin called the roll following the pledge of allegiance. A quorum was present including Mayor William B. Wescott, Aldermen Palmer, Wangelin, Snow, Kuhlemier, Kleckler, Folsom and Sobottka. Alderman Jim Schuneman being absent. In addition Attorney Matt Cole and City Administrator Robbin Blackert were present.

A motion was made by Alderman Snow and second by Alderman Wangelin to approve the Rock Falls Township High School's Annual Homecoming Parade on Thursday, October 17, 2019. Chief Nelson stated that the High School had been in touch with the Police Department and the Parade Route will be the same as last year.

**Viva Voce Vote, motion carried.**

A motion was made by Alderman Snow and second by Alderman Folsom to approve the Proclamation proclaiming October 6 - 12, 2019 as Fire Prevention Week in the City of Rock Falls.  
**Vote 7 aye, motion carried.**

Consent Agenda items 1 through 3 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the September 17, 2019 Regular Council Meeting
2. Approval of bills as presented
3. Resolution 2019-832 Authorizing Acceptance of Donation (Sculpture from Charles Yost)

A motion was made by Alderman Folsom and second by Alderman Wangelin to approve Consent Agenda items 1 through 3.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Sobottka to approve First Reading of Ordinances:

1. Ordinance 2019-2444 - Establishing a Municipal Cannabis Retailers' Occupation Tax within the City Limits of Rock Falls
2. Ordinance 2019-2445 - Approving Contract and Authorizing the Purchase and Financing of Personal Property - 3 - 2020 Ford Police Interceptor Utility AWD Base

**Viva Voce Vote, motion carried.**

A motion was made by Alderman Kuhlemier and second by Alderman Sobottka to waive bidding for the replacement of the north secondary screwlift upper and lower bearings and accept the proposal from DPS Equipment Services, Inc., P.O. Box 55 Caldonia, Illinois 61001 in the amount of \$113,000.00.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Kuhlemier and second by Alderman Snow to approve the estimate from CEC, 215 West 14<sup>th</sup> Street, Rock Falls, Illinois 61071 for installation of additional lighting at Veterans Park in the amount of \$11,950.00

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

Mayor Wescott informed the City Council that he will not be able to attend the October 15, 2019 City Council Meeting so the City Council will need to nominate someone to be Mayor Pro-Tem.

A motion was made by Alderman Snow and second by Alderman Sobottka to enter into Executive Session for the purposes of:

1. Personnel - Section 2(c)(1) Employee hiring, firing, compensation, discipline and performance

**Vote 7 aye, motion carried. (6:40 p.m.)**

A motion was made by Alderman Sobottka and second by Alderman Wangelin to return to regular session.

**Vote 7 aye, motion carried. (6:43 p.m.)**

A motion was made by Alderman Sobottka and second by Alderman Wangelin to offer the position of Journeyman Lineman for the Electric Department to the individual discussed.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Folsom and second by Alderman Sobottka to adjourn.

**Viva Voce Vote, motion carried. (6:46 p.m.)**



Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois October 15, 2019

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:

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Tourism		\$3,248.96
General Fund		\$98,792.66
Industrial Development		\$7,698.60
Tax Increment Financing		\$365.10
Electric		\$438,181.57
Fiber Optic Broadband	Taxable	\$22,126.23
	Tax Exempt	
Sewer		\$31,135.15
Water		\$97,152.29
Garbage		\$555.00
Customer Service Center		\$76.51
Motor Fuel Tax Fund		\$586.58
Customer Utility Deposits		<u>\$737.76</u>
		\$700,656.41

Alderman Kuhlemier  
Alderman Kleckler  
Alderman Wangelin  
Alderman Palmer

DATE: 10/03/2019  
TIME: 13:47:59  
ID: AP442000.WOW

CITY OF ROCK FALLS  
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/04/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
1023	WILLETT, HOFMANN & ASSOCIATES	124,884.05	21,760.50
1024	WILLIAMS AUTO BODY SHOP	0.00	170.00
1165	CEC OF THE SAUK VALLEY INC	19,468.66	551.70
1224	AIRGAS USA LLC	1,382.19	35.60
131	BURGER BROTHERS INC	0.00	2,600.00
1448	IL DEPT OF INNOVATION &	1,992.15	398.43
1472	WARD, MURRAY, PACE & JOHNSON	41,464.96	5,500.00
1740	VIKING CHEMICAL CO	4,205.50	1,515.50
176	PETTY CASH	10,365.12	50.61
194	GRUMMERT'S HARDWARE - R.F.	4,418.66	6.44
2067	CIVIL CONSTRUCTORS, INC.	15,270.52	73,145.88
2380	AUTOZONE	79.18	214.29
2451	MENARDS	3,017.56	96.16
2771	WINDSTREAM	2,186.96	837.64
2797	MARK SEARING	200.00	40.00
2847	PDC LABORATORIES, INC.	1,549.50	318.00
295	PAM ERBY	500.00	100.00
305	FEDEX	52.02	30.82
367	HACH COMPANY	497.18	153.01
395	HILLS ELECTRIC MOTOR SERVICE	456.84	164.19
4027	WHITESIDE COUNTY RECORDER	1,207.00	131.25
4148	BHMG ENGINEERS	37,426.03	14,081.86
4207	O'REILLY AUTOMOTIVE INC	1,789.75	206.46
4361	FERGUSON WATERWORKS #2516	67,723.20	1,357.90
4383	GRAINGER	10.98	265.38
4392	WILLIAM B WESCOTT	806.92	393.22
4396	GARY COOK	323.89	40.00
45	AMERICAN TEST CENTER INC.	0.00	1,085.00
4559	CHUCK'S COMPRESSORS INC	1,610.50	1,016.00
4602	KENZLEY TITLE GROUP, INC	0.00	75.00
4610	MIDWEST CHLORINATING & TESTING	0.00	600.00
4626	ENGEL ELECTRIC CO.	13,040.75	845.37
4707	KIMBALL MIDWEST	2,901.32	238.80
4796	VERIZON WIRELESS	9,858.06	357.43
4806	AXON ENTERPRISE INC	762.20	6,831.00
4972	ROBBIN BLACKERT	240.00	40.00
4995	CLOUDPOINT GEOGRAPHICS INC	29,315.00	5,388.00
5032	COMCAST	2,209.95	216.85
5089	SWEDBERG & ASSOC INC	0.00	27,737.10
5105	STANLEY CONSULTANTS, INC.	60,906.82	2,488.50
5118	SIKICH, LLP	22,250.00	10,000.00
5129	STUART C IRBY CO	0.00	342.34
5143	HAWKINS, INC	1,083.78	474.40
5171	POLLARD WATER	10,672.64	363.18

DATE: 10/03/2019  
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CITY OF ROCK FALLS  
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 10/04/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
5197	COS SYSTEMS INC	2,500.00	500.00
5205	TALLMAN EQUIPMENT CO INC.	0.00	671.53
5224	TACHYON FIBER DESIGN LLC	29,399.90	1,000.00
55	ARAMARK UNIFORM SERVICES, INC.	6,147.30	211.69
631	MURRAY & SONS EXCAVATING, INC	62,487.70	2,371.50
683	P. F. PETTIBONE & CO.	548.15	17.00
753	ROCK FALLS CHAMBER OF COMMERCE	2,500.00	500.00
771	PINNEY PRINTING CO	4,295.88	332.24
795	SBM BUSINESS EQUIPMENT CENTER	4,755.57	196.31
T0003035	BYERS ENTERPRISES LLC	1,975.00	565.00
T0003327	3-D SOUND COMPANY	0.00	250.00
T0004806	ARREZOLA LAWN CARE	5,620.00	820.00
T0005087	PIONEER RESEARCH	5,354.25	2,098.75
T0005147	JOHNSON TOWING & RECOVERY LLC	200.00	100.00
T0005183	ALEXANDRIA WHEAT	79.45	83.10
T0005188	MARY LOVE	0.00	31.61
T0005189	SCOTT & LISA SCROGSTAD	0.00	110.86
T0005190	TRACE THOMPSON	0.00	99.34
TOTAL ALL VENDORS:			192,222.74



DATE: 10/10/2019  
TIME: 11:16:33  
ID: AP442000.WOW

CITY OF ROCK FALLS  
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/11/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
1110	MARTIN EQUIPMENT OF IA-IL, INC	0.00	406.39
1151	SMITH ECOLOGICAL SYSTEMS CO	7,982.04	298.68
1224	AIRGAS USA LLC	1,417.79	43.98
1289	CITY OF ROCK FALLS UTILITIES	242,616.92	300.00
1449	QUALITY READY MIX	13,094.50	1,559.25
1519	NOTARY PUBLIC ASSOC. OF IL	270.00	54.00
1592	AT&T	0.00	352.90
182	CITY OF STERLING	0.00	133.30
1853	MOORE TIRES INC.	4,583.11	306.14
194	GRUMMERT'S HARDWARE - R.F.	4,425.10	91.95
2187	BORDER STATES INDUSTRIES INC	15,305.59	3,906.66
2212	ALLIANCE MATERIALS, INC.	1,621.05	586.58
2380	AUTOZONE	293.47	24.97
2517	PRAIRIE HILL RDF	8,144.67	1,407.29
2528	LAMAR ADVERTISING COMPANY	7,310.00	1,462.00
2611	FISCH MOTORS INC	794.00	34.00
2656	RIVER CITY FENCING, INC.	0.00	13,824.00
2755	RUYLE MECHANICAL SERVICES INC	1,425.56	367.56
2780	IMBCA	27,110.21	3,484.20
2796	U.S. CELLULAR	2,052.06	411.89
332	FYR-FYTER, INC.	30.30	765.20
367	HACH COMPANY	650.19	320.46
4011	SAUK VALLEY BANK & TRUST CO.	989,197.78	29,481.25
4027	WHITESIDE COUNTY RECORDER	1,338.25	43.00
4207	O'REILLY AUTOMOTIVE INC	1,996.21	493.55
4215	POWER LINE SUPPLY	11,438.55	5,968.50
4226	RYAN'S TREE SERVICE, INC.	870.00	1,875.00
423	AT&T	12,000.22	78.46
4331	CIRCUIT CLERK OF LEE COUNTY	1,450.00	275.00
437	ILLINOIS MUNICIPAL ELECTRIC	1,959,101.70	396,092.58
4397	ED COX	0.00	50.00
4446	MORING DISPOSAL, INC.	219,444.38	1,350.00
4508	LEXISNEXIS RISK SOLUTIONS	150.00	30.00
4544	UPS	25.55	14.22
4684	SCHMITT PLUMBING & HEATING INC	16,109.85	451.00
4707	KIMBALL MIDWEST	3,140.12	37.00
4730	FLETCHER-REINHARDT CO	1,101.85	15.36
482	JOHNSON OIL CO	728.75	1,372.27
4827	KELLEY WILLIAMSON COMPANY	5,869.30	1,041.39
4931	MUNICIPAL SYSTEMS INC	5,262.14	648.56
4973	HERITAGE CRYSTAL CLEAN LLC	0.00	57.00
5018	USIC LOCATING SERVICES LLC	4,093.42	974.50
5062	HALL'S SAFETY EQUIPMENT CORP.	0.00	268.80
5105	STANLEY CONSULTANTS, INC.	63,395.32	9,162.83

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CITY OF ROCK FALLS  
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 10/11/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
5126	SEILER INSTRUMENT & MFG CO INC	0.00	1,610.00
5175	GRAGERT DESIGNS	480.00	40.00
5207	INTERNET SERVICES PROVIDER NET	22,700.00	4,500.00
5210	RITZ SAFETY LLC CLEVELAND	13,188.38	718.62
5225	SYNDEO NETWORKS INC	91,283.68	13,542.00
5229	RECON LAWN & LANDSCAPE	355.20	355.20
5255	SMARTRG INC	1,125.00	375.00
5269	DIXON PAINT COMPANY	10,627.41	483.10
529	LAWSON PRODUCTS, INC.	1,365.57	795.72
533	LECTRONICS, INC.	3,634.12	565.00
55	ARAMARK UNIFORM SERVICES, INC.	6,358.99	337.11
631	MURRAY & SONS EXCAVATING, INC	64,859.20	775.00
651	NICOR	9,602.65	741.49
655	NW IL CRIMINAL JUSTICE COMM	0.00	500.00
67	B & D SUPPLY CO.	872.45	76.59
689	PITNEY BOWES GLOBAL	6,398.58	270.78
795	SBM BUSINESS EQUIPMENT CENTER	4,951.88	256.58
825	ILLINOIS SECRETARY OF STATE	103.00	101.00
884	STERLING STEEL WAREHOUSE INC	20.00	41.40
T0004780	MAST WATER TECHNOLOGY	189.10	60.60
T0004806	ARREZOLA LAWN CARE	6,440.00	1,660.00
T0005174	SEAN DELGADO	0.00	100.00
T0005191	MARTHA CROW	0.00	19.13
T0005192	CHERYL FOSKITT	0.00	68.78
T0005193	DIANE OKLAND	0.00	10.84
T0005195	DEBRA JOHNSON	0.00	156.03
T0005196	SARAH BERRY	0.00	352.03
TOTAL ALL VENDORS:			508,433.67

**ORDINANCE AMENDING THE ZONING ORDINANCE  
OF THE CITY OF ROCK FALLS  
REGARDING CANNABIS BUSINESS ESTABLISHMENTS**

**WHEREAS**, the Illinois legislature recently adopted the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 et. seq. (the “Act”), which legalizes the cultivation, purchase, sale, use and consumption of cannabis for recreational purposes, to take effect on January 1, 2020; and

**WHEREAS**, Section 55-25 of the Act authorizes a unit of local government to, among other things, enact reasonable zoning ordinances and resolutions and to adopt rules regulating the time, place, manner and number of cannabis business establishment operations, all as more specifically set forth in the Act; and

**WHEREAS**, the City of Rock Falls (the “City”) is a unit of local government as such term is used in the Act; and

**WHEREAS**, the Mayor and City Council of the City of Rock Falls (collectively, the “Corporate Authorities”), have discussed the needs of the City with respect to the regulation of cannabis business establishments within the City limits; and

**WHEREAS**, the Corporate Authorities have referred to the Planning and Zoning Commission of the City of Rock Falls the consideration to amend the City’s zoning ordinance with respect to cannabis business establishments; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rock Falls held a public hearing on September 12, 2019, and a joint meeting with the Ordinance-License-Personnel-Safety Committee on October 10, 2019 to discuss the zoning of cannabis business establishments within the City; and

**WHEREAS**, public notice of the time and place of such public hearing was given not more than thirty (30) nor less than fifteen (15) days prior to said hearing by publishing notice at least once in a newspaper with a general circulation within the City; and

**WHEREAS**, after much deliberation and consideration, the Planning and Zoning Commission of the City of Rock Falls have voted to recommend to the City Council the adoption of an ordinance classifying cannabis business establishments as an adult use within the City of Rock Falls zoning ordinance; and

**WHEREAS**, the Corporate Authorities have considered the recommendation of the Planning and Zoning Commission and deem it in the best interests of the City and its residents to adopt the recommendation of the Planning and Zoning Commission and amend the City zoning ordinance to provide for the zoning of cannabis business establishments as an adult use within the City of Rock Falls.

**NOW, THEREFORE**, be it ordained by the Mayor and City Council of the City of Rock Falls as follows:

**SECTION 1:** The preambles to this Ordinance are true and correct and are hereby incorporated into this section as if fully set forth herein.

**SECTION 2:** Chapter 34, Article XVI, Section 34-480(a) of the Rock Falls City Code, as amended, is further amended to read as follows:

**“Sec. 34-480. – Adult uses.**

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

*Adult book stores* means an establishment having as a substantial portion of its stock in trade, books, magazines, films for sale or viewing on the premises by use of motion picture devices or any other coin-operated means, and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities, or specified anatomical areas or an establishment with a segment or section devoted to the sale or display of such material.

*Adult entertainment cabaret* means a public or private establishment which is licensed to serve food and/or alcoholic beverages and which features topless dancers and/or waitresses, strippers, male or female impersonators, or similar entertainers.

*Adult mini-motion picture theater* means an enclosed building with a capacity for less than 50 persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to special sexual activities or specified anatomical areas for observation by patrons thereon.

*Adult motion picture theater* means an enclosed building with a capacity of 50 or more persons used regularly and routinely for presenting motion pictures having as a dominant theme material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for observation by patrons therein.

*Body shop or model studio* means any public or private establishment which describes itself as a body shop or model studio, or where, for any form of consideration or gratuity, figure models who display specified anatomical areas are provided to be observed, sketched, drawn, painted, sculptured, photographed or similarly depicted by persons paying such consideration or gratuity, or where, for any form of consideration of gratuity, nude and seminude dancing, readings, counseling sessions, body painting and other activities that present material distinguished or characterized by an emphasis

on matter depicting, describing or relating to specified sexual activities or specified anatomical areas are provided for observation by a communication to persons paying such consideration or gratuity.

*Brand, branded, and branding* shall refer to any method of placing designs, letters, scrolls, figures, symbols or any other marks upon or under the skin of any person by the aid of heated instruments comprised of metal or other material.

*Building structure* means any structure or group of structures housing two or more businesses which share a common entry, exist, wall or frontage wall, including, but not limited to, shopping centers, shopping malls, shopping plazas or shopping squares.

*Cannabis business establishment* means a cultivation center, craft grower, processing organization, dispensing organization, or transporting organization.

*Craft grower* means a facility operated by an organization or business that is licensed by the Department of Agriculture to cultivate, dry, cure, and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization.

*Cultivation center* means a facility operated by an organization or business that is licensed by the Department of Agriculture to cultivate, process, transport, and perform other necessary activities to provide cannabis and cannabis-infused products to Cannabis Business Establishments.

*Dispensing organization* means a facility operated by an organization or business that is licensed by the Department of Financial and Professional Regulation to acquire cannabis from a cultivation center, craft grower, processing organization, or another dispensary for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia, or related supplies under the Cannabis Regulation and Tax Act to purchasers or to qualified registered medical cannabis patients and caregivers. A dispensing organization shall include a registered medical cannabis organization as defined in the Compassionate Use of Medical Cannabis Pilot Program Act that has obtained an Early Approval Adult Use Dispensing Organization License.

*Massage* means any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating of the external soft parts of the body with the hands or other parts of the human body or with the aid of any mechanical or electrical apparatus or appliance with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, cremes, lotions, ointments or other similar preparations commonly used in this practice.

*Massage establishment* means any establishment having a fixed place of business where any person, firm, association or corporation engages in or carries on, or permits within or permits to be engaged in or carried on, any of the activities mentioned in the definition of "massage" in this section, but shall specifically exclude any person, firm or corporation holding a valid license issued by the State of Illinois as a massage therapist.

*Medical cannabis cultivation center* means a facility operated by an organization or business that is registered by the department of agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

*Medical cannabis dispensing organization, or dispensing organization, or dispensary organization*, means a facility operated by an organization or business that is registered by the department of financial and professional regulation to acquire medical cannabis from a registered cultivation center for the purpose of dispensing cannabis paraphernalia, or related supplies and educational materials to registered qualifying patients.

*Palm reading, psychic reading, fortune telling* means any activity performed for a fee by which the person performing the activity purports to or claims to foretell the future or any future event or occurrence, or to predict the happening or non-happening of any future event or occurrence, or to explain or recommend a future course of conduct for any other person as a response to any predicted future event, occurrence or activity.

*Pierce, pierced or piercing* means any method of perforating the skin for the purpose of attaching ornaments such as, but not limited to, earrings, rings or studs.

*Processing organization* means a facility operated by an organization or business that is licensed by the Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product. A processing organization shall include an infuser organization or infuser, as such terms are defined in the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 et. seq.

*Specified anatomical areas* means any of the following conditions:

- (1) Less than completely and opaquely covered:
  - a. Human genitals, pubic region or pubic hair;
  - b. Buttock; or
  - c. Female breast below a point immediately above the top of the areola; and
- (2) Human male genitals in a discernibly turgid state, even if completely covered.

*Specified sexual activities* means any of the following conditions:

- (1) Human genitals in a state of sexual stimulation or arousal.
- (2) Acts or representations of acts of human masturbation, sexual intercourse or sodomy, bestiality, oral copulation or flagellation.
- (3) Fondling or erotic touching of human genitals, pubic region, buttock or female breast.
- (4) Excretory functions as part of or in connection with any activities set forth above.

*Tattoo, tattooed and tattooing* means any method of placing designs, letters, scrolls, figures, symbols or any other marks upon or under the skin with ink or any other substance resulting in the coloration of the skin by the aid of needles or any other instruments designed to touch or puncture the skin.

Transporting organization means an organization or business that is licensed by the Department of Agriculture to transport cannabis on behalf of a Cannabis Business Establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program.

**SECTION 3:** In all other respects, Chapter 34, Article XVI, Section 34-480(a) shall remain in full force and effect as previously adopted and/or amended.

**SECTION 4:** Chapter 34, Article XVI, Section 34-480(b) of the Rock Falls City Code, as amended, is further amended by the addition of a subsection (b)(12) to read as follows:

“(b) *Adult uses enumerated.* The following shall be considered adult uses for the purpose of this section:

- (1) Adult book stores;
- (2) Adult motion picture theater;
- (3) Adult mini-motion picture theater;
- (4) Adult entertainment cabaret;
- (5) Massage establishment but excluding any person, firm or corporation operating or practicing massage therapy and who is licensed by the State of Illinois as a massage therapist;
- (6) Body shop or model studio;
- (7) Tattoo parlor or establishment where tattoos are applied or created;
- (8) Body piercing or branding establishment;
- (9) Palm reader, psychic reader or fortune teller;
- (10) Medical cannabis cultivation center, as defined and regulated under the Compassionate Use of Medical Cannabis Pilot Program Act;
- (11) Medical cannabis dispensing organization, or dispensing organization, or dispensary organization, as defined and regulated under the Compassionate Use of Medical Cannabis Pilot Program Act; and-
- (12) Cannabis business establishment.”

**SECTION 5:** In all other respects, Chapter 34, Article XVI, Section 34-480(b) shall remain in full force and effect as previously adopted and/or amended.

**SECTION 6:** The foregoing amendments shall take effect beginning on and after January 1, 2020.

**SECTION 7:** The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

**SECTION 8:** The City Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 9:** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

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ORDINANCE NO. 2019-2444

**ORDINANCE ESTABLISHING  
A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX  
WITHIN THE CITY LIMITS OF ROCK FALLS**

**WHEREAS**, the Illinois legislature recently adopted the "Cannabis Regulation and Tax Act", 410 ILCS 705/1-1 et. seq. (the "Act"), which legalizes the purchase, sale and use of cannabis for recreational purposes, to take effect on January 1, 2020; and

**WHEREAS**, in connection with the Act, a new statute entitled the "Municipal Cannabis Retailers' Occupation Tax Law", 65 ILCS 5/8-11-22, was enacted which authorizes the corporate authorities of any municipality to impose a tax upon all persons engaged in the business of selling cannabis at retail within the municipality, with such tax not to exceed three percent (3%) of the gross receipts from the foregoing sales; and

**WHEREAS**, the Mayor and City Council of the City of Rock Falls (collectively, the "Corporate Authorities"), have discussed the needs of the City with respect to the regulation of recreational marijuana and cannabis business establishments within the City limits, and the resulting taxation thereof; and

**WHEREAS**, the Corporate Authorities hereby find it in the best interests of the City and its residents to adopt and implement a tax upon the retail sale of cannabis within the City limits as more specifically set forth herein.

**NOW, THEREFORE**, be it ordained by the Mayor and City Council of the City of Rock Falls as follows:

**SECTION 1:** The preambles to this Ordinance are true and correct and are hereby incorporated into this section as if fully set forth herein.

**SECTION 2:** Chapter 30 of the Rock Falls City Code, as amended, is hereby further amended by the addition of a new "Article VII – Municipal Cannabis Retailers' Occupation Tax", to read as follows:

**"ARTICLE VII. – MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX**

**Sec. 30-143. – Definitions.**

"*Cannabis*", as used herein, shall have the meaning as defined in Section 1-10 of the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 et. seq.

**Sec. 30-144. – Tax imposed.**

A tax is hereby levied and imposed upon all persons engaged in the business of selling cannabis at retail in the City, other than cannabis purchased under the Compassionate

Use of Medical Cannabis Pilot Program Act, at a rate of three percent (3%) of the gross receipts from such sales made in the course of that business.

**Sec. 30-145. – Seller reimbursement.**

Persons subject to the tax imposed by this article may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any state tax that sellers are required to collect.

**Sec. 30-146. – Filing.**

Every person engaged in a business in the city taxed under this article shall file, on or before the deadline as established by the Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/8-11-22, a report to the state department of revenue with such information as may be required therein.

**Sec. 30-147. – Payment.**

At the time a report is filed under this section, there shall be paid to the state department of revenue the amount of tax imposed by this article on account of the receipts from sales of cannabis at retail during the preceding month.”

**SECTION 3:** That, except as otherwise amended by this Ordinance, Chapter 30 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

**SECTION 4:** This ordinance shall take effect beginning on January 1, 2020.

**SECTION 5:** The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

**SECTION 6:** The City Clerk is directed to publish this Ordinance in pamphlet form and to file a certified copy of this Ordinance with the Illinois Department of Revenue.

**SECTION 7:** The Mayor and City Clerk, and such other officers of the City as may be necessary or required, are authorized to execute all documents necessary or requested to facilitate collection and processing by the Illinois Department of Revenue of the tax imposed herein.

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

Passed by the Mayor and the City Council of the City of Rock Falls on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor

ATTEST:

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City Clerk

AYE

NAY

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**ORDINANCE NO. 2019-2445**

**ORDINANCE APPROVING CONTRACT AND AUTHORIZING  
THE PURCHASE AND FINANCING OF PERSONAL PROPERTY  
(3 – 2020 FORD POLICE INTERCEPTOR UTILITY AWD BASE (K8A))**

**WHEREAS**, Section 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/1-1 et. seq., authorizes the corporate authorities of each municipality to purchase or lease personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase or lease to be paid in annual installments during a period not exceeding twenty (20) years; and

**WHEREAS**, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City of Rock Falls (the “City”), have negotiated with Kunes Country Ford of Delavan, 1234 E Geneva St, Delavan, Wisconsin 51335-2002 (the “Seller”), for the lease and/or purchase of certain personal property described as follows: Three (3) 2020 Ford Police Interceptor Utility AWD Base (K8A)(the “Personal Property”); and

**WHEREAS**, the lease and/or purchase of the Personal Property is contingent upon the execution of a lease contract between the City and Tax Exempt Leasing Corp. (the “Lender”), which provides for the Lender to finance payment of the Purchase Price for the purchase of said Personal Property; and

**WHEREAS**, the City desires to finance the purchase of said Personal Property through annual installments paid to Lender over a three (3) year term as more specifically described in the agreement attached hereto as Exhibit A (the “Agreement”); and

**WHEREAS**, the Corporate Authorities have discussed the needs of the City with respect to the Personal Property and have determined that the purchase and/or lease of said Personal Property is for a proper public purpose and is in the best interests of the City and its residents; and

**WHEREAS**, the Corporate Authorities find and determine that the best interests of the City and its residents will be served by acceptance of the Agreement by the City and the lease and/or purchase of the Personal Property in accordance with the terms therein.

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

**SECTION 1:** The preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

**SECTION 2:** The Agreement is hereby accepted by the Corporate Authorities on behalf of the City for the lease and/or purchase of the Personal Property, upon the terms and conditions more specifically set forth therein.

**SECTION 3:** The Mayor or City Administrator are hereby authorized and directed to sign and the Deputy City Clerk is hereby authorized and directed to attest the Agreement for the lease and/or purchase of the Personal Property, which Agreement shall be substantially in the form attached hereto as Exhibit A.

**SECTION 4:** The Mayor and the Deputy City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effectuate the lease and/or purchase of the Personal Property for the City as herein authorized.

**SECTION 5:** If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 6:** All ordinances, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

**SECTION 7:** This Ordinance shall be in full force and effect from and after its passage, adoption and approval in the manner provided by law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

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**EXHIBIT A**

(attach lease/contract)



203 E. PARK AVENUE, LIBERTYVILLE, ILLINOIS 60048

847-247-0771

847-247-0772

www.taxexemptleasing.com

September 26, 2019

City of Rock Falls Police Department  
Rock Falls, IL

Re: Financing of Three (3) Police Interceptor Vehicles

Ladies and Gentlemen:

We are pleased to provide the City of Rock Falls Police Department with the following lease-purchase financing proposal. Tax-exempt leasing is a financing tool that allows municipal entities to purchase needed equipment immediately and pay for it over time. It's also a terrific way to avoid inflation by protecting you from future price increases!

Under a lease-purchase financing arrangement, each payment you make is applied to principal and interest and, at the end of the term, YOU own the equipment outright. We simply record a security interest in the equipment until the loan has been repaid in full.

The illustration below shows annual payments for a 3-year term.

Equipment Cost:	\$140,938.71
Trade-In:	<u>(12,000.00)</u>
Finance Amount:	\$128,938.71
Term:	<u>3-years</u>
Rate:	3.59%
Rate Factor:	.35755
Annual Payment:	\$46,102.04

*Rates, factors and payments assume that the Customer is a municipal, tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly. Further, it is assumed that the transaction will be "bank-qualified" and that the customer will not issue more than \$10 million in tax-exempt leases or bonds in the current calendar year.*

The first payment shown above is due one year from the date of the lease contract with subsequent payments due annually thereafter.

*This quote is valid for 14 days and is subject to credit approval and proper documentation.*  
**THERE ARE NO UPFRONT POINTS, FEES OR CLOSING COSTS.**

Tax-Exempt Leasing Corp. is a privately-held equipment finance company providing innovative financing solutions to tax-exempt entities nationwide. We understand our customers' needs and provide them with competitive rates and superior customer service. Please let me know if I can answer any questions or if you would like to look at any additional proposals or options. I can be reached at 888-247-0771 or via cell phone at 708-347-6367.

Kind Regards,

Joanne Deigan  
Senior Account Executive



# Illinois Department of Natural Resources

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

JB Pritzker, Governor  
Colleen Callahan, Director

May 23, 2019

City of Rock Falls  
Attn: City Clerk  
603 W. 10<sup>th</sup> Street  
Rock Falls, IL. 61071

Re: Hennepin Canal  
License No. 3097

Dear City Clerk:

A renewal has been prepared which will extend your License Agreement No.3097 for a parcel of land at Hennepin Canal. Please sign the copy of the license agreement. Please have the copy of the license agreement signed by an authorized representative/official of the City of Rock Falls and complete the Signature Authorization Form attached to the agreement as Exhibit A.

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

Return the copy together with your first annual payment of \$100.00, or a full-term payment of \$500.00. The payment should be made payable to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271. Once the signed agreement has been received and approved, a fully executed agreement will be returned to you.

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

Sincerely,

A handwritten signature in cursive script that reads "Kelly Allen".

Kelly Allen  
Division of Concessions, Leases & Services

Enclosures  
cc: Tom Vandemore, Site Superintendent



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

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES

**LICENSE AGREEMENT**

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

WITNESSETH:

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

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

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

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

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Hennepin Canal, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

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

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

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

2. TERM: The term of this Agreement shall be for a period of five (5) years eleven (11) days, beginning on the 19th day of September, 2019, ("effective date") and ending on the 30<sup>th</sup> day of September, 2024, ("expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of One Hundred and no/100 Dollars (\$100) per year, payable five (5) days in advance of the anniversary date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

4 NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license Premises, including, without limitation, any leases, licenses, easements, liens, ownership

interests or encumbrances in existence as of the date of this grant, and upon the terms and conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

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

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

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

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

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

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

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

the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

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

11. MAINTENANCE, ALTERATIONS AND OPERATION

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

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

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

markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

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

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

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

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

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

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

LICENSEE:  
City of Rock Falls  
Attn: City Clerk  
603 W. 10<sup>th</sup> Street

Springfield, IL 62702-1271  
Telephone: 217/782-7940

Emergency Contact: Tom Vandermore  
Location: Sheffield, IL  
Telephone: 815/454-2328

Rock Falls, Illinois 61071  
Telephone: 815/622-1100  
815/622-1140

Emergency Contact:  
Location:  
Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

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

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LICENSEE:**

**STATE OF ILLINOIS:**

City of Rock Falls

DEPARTMENT OF NATURAL RESOURCES

BY: \_\_\_\_\_

APPROVED: DIRECTOR, IDNR

Title: Director

Date: \_\_\_\_\_

By: Connie Waggoner, Assistant Director  
Office of Realty & Capital Planning

BY: \_\_\_\_\_

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

\_\_\_\_\_  
SSN or FEIN No.

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

**EXHIBIT A**

**SIGNATURE AUTHORIZATION**

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

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

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

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

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

Date: \_\_\_\_\_

**SITE:** Hennepin Canal

**LOCATION:** Section 34

T21N, R7E 4th PM Whiteside County

**LOCATION CODE:** 50-2671-1

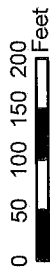
**License No.**  
3097



Map prepared May 2019  
AB

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

**Exhibit B**



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

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

AGENCY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_



# Illinois Department of Natural Resources

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

JB Pritzker, Governor  
Colleen Callahan, Director

May 20, 2019

City of Rock Falls  
Attn: City Clerk  
603 W. 10<sup>th</sup> Street  
Rock Falls, IL. 61071

Re: Hennepin Canal  
License No. 3094

Dear City Clerk:

A renewal has been prepared which will extend your License Agreement No.3094 for a parcel of land at Hennepin Canal. Please sign the copy of the license agreement. Please have the copy of the license agreement signed by an authorized representative/official of the City of Rock Falls and complete the Signature Authorization Form attached to the agreement as Exhibit A.

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

Return the copy together with your first annual payment of \$220, or a full-term payment of \$1,100. The payment should be made payable to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271. Once the signed agreement has been received and approved, a fully executed agreement will be returned to you.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Russ Fuller".

Russ Fuller  
Division of Concessions, Leases & Services

Enclosures  
cc: Tom Vandemore, Site Superintendent

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

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES

**LICENSE AGREEMENT**

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

WITNESSETH:

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

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

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

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

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Hennepin Canal, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

A strip of land 10 feet wide and 557 feet long located in the SE ¼ Section 27, Township 21Norht, Range 7 East of the 4<sup>th</sup> Principal, Whiteside County, Illinois, being five feet on either side of the following described centerline:



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

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

2. TERM: The term of this Agreement shall be for a period of five years, beginning on the 1<sup>st</sup> day of October, 2019, (“Effective Date”) and ending on the 30<sup>st</sup> day of September, 2024, (“Expiration date”) unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of Two Hundred Twenty Dollars (\$220) per year, payable five (5) days in advance of the anniversary date of this Agreement. All payments shall be made by check payable to “Illinois Department of Natural Resources” and remitted to “Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271”. Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

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

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises for the purpose of using it for operation and maintenance of on eight-inch (8") cast iron force main (sewer pipeline) for the transportation of sanitary waste only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

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

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

Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

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

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

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

provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

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

11. MAINTENANCE, ALTERATIONS AND OPERATION

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

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

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

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

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

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

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

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

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

with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

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

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

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

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

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

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

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

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

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set

forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

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

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

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

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

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

IDNR:  
Department of Natural Resources  
Div. of Concession & Lease Management  
One Natural Resources Way  
Springfield, IL 62702-1271  
Telephone: 217/782-7940

LICENSEE:  
City of Rock Falls  
Attn: City Clerk  
603 W. 10<sup>th</sup> Street  
Rock Falls, Illinois 61071  
Telephone: 815/622-1100



Emergency Contact: Tom Vandermore  
Location: Sheffield, IL  
Telephone: 815/454-2328

815/622-1140  
Emergency Contact:  
Location:  
Telephone:

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

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

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSEE:**

**STATE OF ILLINOIS:**

City of Rock Falls

DEPARTMENT OF NATURAL RESOURCES

BY: \_\_\_\_\_

APPROVED: DIRECTOR, IDNR

Title: Director

Date: \_\_\_\_\_

By: Connie Waggoner, Assistant Director  
Office of Realty & Capital Planning

BY: \_\_\_\_\_

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

\_\_\_\_\_  
SSN or FEIN No.

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

**EXHIBIT A**

**SIGNATURE AUTHORIZATION**

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

I certify that \_\_\_\_\_ is an authorized representative of  
said

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

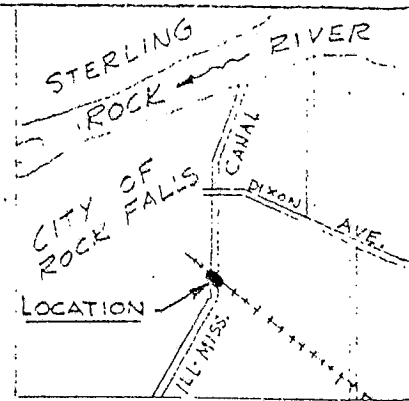
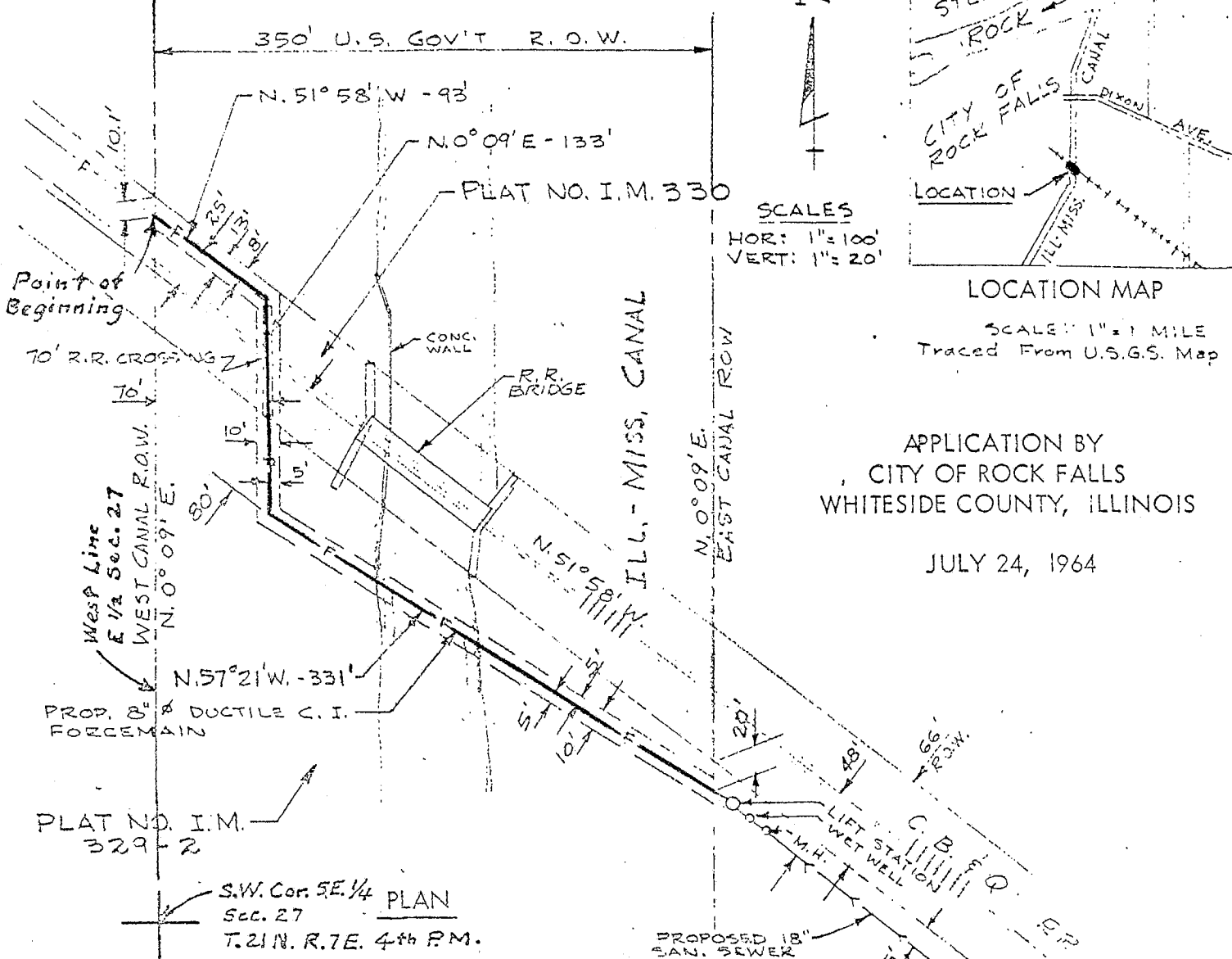
organization and is legally empowered to act on its behalf in executing this agreement.

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

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

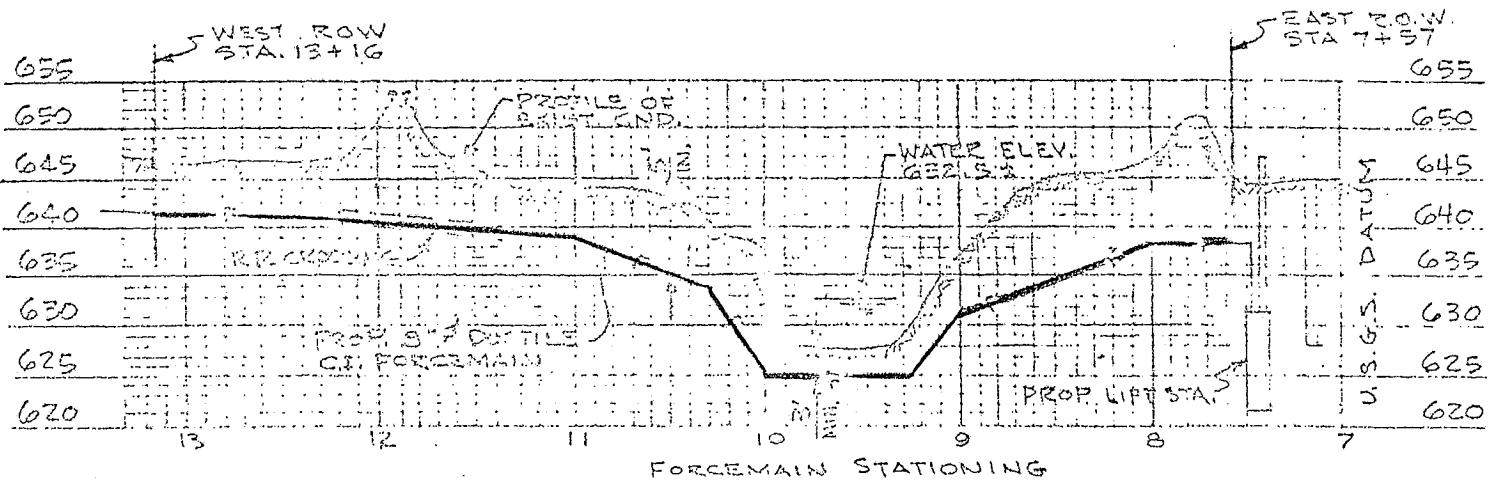
Date: \_\_\_\_\_

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



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

APPLICATION BY  
CITY OF ROCK FALLS  
WHITESIDE COUNTY, ILLINOIS  
JULY 24, 1964



SECTION  
PROPOSED 8" FORCEMAIN  
EXHIBIT 'B'

REVISED: LHW P. 11-64

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE

N/A