

# City of Rock Falls

603 W. 10<sup>th</sup> Street  
Rock Falls, IL 61071-2854

## *Mayor*

Rod Kleckler  
815-380-5333

## *City Administrator*

Robbin Blackert  
815-564-1366



## *City Clerk*

Pam Martinez  
815-622-1100

## *City Treasurer*

Kay Abner  
815-622-1100

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

June 20, 2023  
5:30 p.m.

**Call to Order at 5:30 p.m.**  
**Pledge of Allegiance**  
**Roll Call**

## **Audience Requests**

## **Community Affairs**

Rock Falls Chamber of Commerce, Sam Smith Interim Director

## **Consent Agenda:**

1. Approval of the minutes of the June 6, 2023, City Council Meeting ☞
2. Approval of bills as presented ☞

## **Resolutions:**

1. Resolution 2023-901 – Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission ☞

## **City Administrator Robbin Blackert:**

## **Information/Correspondence**

Matt Cole, City Attorney  
Corey Buck, City Engineer

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

### **Ward 1**

**Alderman Bill Wangelin** – Public Property/Public Works Committee Chairman/Tourism Committee

1. Request from Rock Falls Tourism to close W 2<sup>nd</sup> Street from Avenue A to Wood Avenue on June 30, 2023 from 10:00 a.m. to 6:00 p.m. for the Eats 'N' Beats @ The District Independence Day Celebration

**Alderman Gabriella McKanna** – Finance/Insurance/Investment Committee Chairman

## **Ward 2**

**Alderman Brian Snow** – Building Code Committee Chairman/Utility Committee Vice Chairman

1. Recommendation from the Building Code Committee to approve the demolition of the residence located at 406 E 3<sup>rd</sup> Street, Rock Falls, IL by Stichter Construction Co, Inc., 9680 Lyman Road, Erie IL 61250 in the amount of 15,100.00 ☞☞
2. Recommendation from the Building Code Committee to approve the demolition of the residence located at 202 E 4<sup>th</sup> Street, Rock Falls, IL by Stichter Construction Co, Inc., 9680 Lyman Road, Erie IL 61250 in the amount of \$12,800.00 ☞☞
3. Approval of the DACRA Tech LLC Master Software Licensing Agreement between Dacra Adjudication Systems, LLC, 707 Osterman Ave, Unit 1693, Deerfield, IL 60015 and the City of Rock Falls in the amount of \$1,150.00 per month for Year 1 and \$1,200.00 per month for Year 2 after City Attorney review and approval. ☞☞

## **Ward 3**

**Alderman Steve Dowd**

**Alderman Cody Dornes**

## **Ward 4**

**Alderman Violet Sobottka** – Ordinance/License/Personnel/Safety Committee Chairman

**Alderman Cathy Arduini**

**Mayor's Report:**

**Adjournment**

Next City Council meeting – July 3, 2023, at 5:30 p.m.

Posted: June 16, 2023

Michelle Conklin, Deputy City Clerk

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

# City of Rock Falls

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

Regular meeting minutes of the Mayor and Aldermen of the City of Rock Falls

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on June 6, 2023, in the Council Chambers by Mayor Rod Kleckler.

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

## **Public Hearing:**

Entered into Public Hearing at 5:32 pm to receive written or oral comments from the citizens regarding the proposed Appropriation Ordinance for the Fiscal Year commencing May 1, 2023, and ending April 30, 2023. Mayor Kleckler asked if there were any comments – none being said adjourned from Public Hearing 5:33 pm.

## **2023 Groundwater/Electric/Water Reclamation Scholarship**

Ted Padilla – Water Department Supervisor presented the scholarship to Kalina Sommer.

## **Illinois State Representative Brad Fritts**

House Representative Brad Fritts introduced himself to the City Council and all in attendance. Mr. Fritts is the new representative for the newly drawn District 71. Mr. Fritts is working with Department of Natural Resource and the Hennepin Canal. His District office is in Dixon.

## **Audience request:**

Matt Hicks with the Sauk Valley Water Ski Show presented to City Council plans to expand Seward's Park into the home of Sauk Valley Ski Team.

## **Community Affairs:**

None

## **Consent Agenda:**

Consent Agenda items 1 - 4 were read aloud by City Clerk Pam Martinez.

1. Approval of the minutes of the May 16, 2023, City Council Meeting.
2. Approval of bills as presented.
3. Sauk Valley Water Ski Show – Raffle License.
4. Rock Falls Chamber of Commerce – Raffle License.

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

**Vote 7 aye, motion carried.**

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

1. Ordinance 2023-2608 – Appropriation Ordinance for the Fiscal Year Beginning May 1, 2023, and ending April 30, 2024.

A motion was made by Alderman Snow to approve Ordinance 2023-2608 – Appropriation Ordinance for the Fiscal Year Beginning May 1, 2023, and ending April 30, 2024, for second reading and adoption and second by Alderwoman Sobottka.

**Vote 7 aye, motion carried.**

2. Ordinance 2023-2609 – Approving Contract and Authorizing the Purchase of Real Property (406 E 3<sup>rd</sup> Street).

A motion was made by Alderman Snow to approve Ordinance 2023-2609 – Approving Contract and Authorizing the Purchase of Real Property (406 E 3<sup>rd</sup> Street) for second reading and adoption and second by Alderman Dowd.

**Vote 7 aye, motion carried.**

**Resolutions:**

1. Resolution 2023-898 – 2023 Fiesta Day Parade

A motion was made by Alderman Wangelin to approve Resolution 2023-898 – 2023 Fiesta Day Parade and second by Alderwoman McKanna.

**Vote via voice, all approved. Motion carried.**

2. Resolution 2023-899 – Escort for the Traveling Vietnam Wall Memorial

A motion was made by Alderwoman Sobottka to approve Resolution 2023-899 – Escort for the Traveling Vietnam Wall Memorial and second by Alderwoman Arduini.

**Vote via voice, all approved. Motion carried.**

3. Resolution 2023-900 – Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission (11-28-252-018, 11-28-252-007, 11-28-252-016).

A motion was made by Alderman Wangelin to approve Resolution 2023-900 - Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission (11-28-252-018, 11-28-252-007, 11-28-252-016) and second by Alderman Snow.

**Vote via voice, all approved. Motion carried.**

**City Administrator:**

1. Gave sincere condolence to the Spinka family for the sudden loss of Larry Spinka and to the Schriever family for the loss of Cory's wife.

2. Approval of Change Order for Storm Sewer / Watermain Addition for future project on Avenue A from Martin and Company Excavating in the amount of \$105,317.80. A motion was made by Alderman Snow to approve Change Order for Storm Sewer / Watermain Addition for future project on Avenue A from Martin and Company Excavating in the amount of \$105,317.80 and second by Alderwoman Sobottka.

**Vote 7 aye, motion carried.**

3. Recommendation from Public Works Public Property Committee to approve (correction on amount) \$21,371.00 for the City Entrance Improvement. A motion was made by Alderman Wangelin to approve the recommendation from Public Works Public Property Committee to approve (corrected amount) \$21,371.00 and second by Alderman Dowd.

**Vote 7 aye, motion carried.**

**City Attorney:**

None

**City Departments:**

None

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

A motion was made by Alderman Snow to approve the recommendation from the Utility Committee to approve the Emergency Repair Justification in the amount of \$32,687.53 to Sabel Mechanical, W3150 County Road H, Fond du Lac, WI 54937 for additional bearing repair to aeration ditch project and second by Alderwoman McKanna.

**Vote 7 aye, motion carried.**

Alderman Snow gave condolence to Spinka and Schriever families. Thanked Rock Falls Tourism for their first event of the season at the RB & W Park. Commented on the building collapse in Davenport and the importance of taking down the Micro Industries building for safety reasons. Congratulations to the Water and Sewer Departments for helping a resident – very accommodating.

Alderman Dornes gave condolences to Spinka family and to James family.

Alderwoman Sobottka gave condolence for Spinka family.

A motion was made by Alderwoman Sobottka to approve the recommendation from the Ordinance/License/Personnel/Safety Committee Convenience Store – Class D-3 – On premises consumption of beer and wine and second by Alderman Dornes.

Discussion was had by all Alderman and Mayor.

**Vote 2 aye, 5 nays (McKanna, Wangelin, Snow, Dowd, Arduini), motion did not pass.**

### **Mayor's Report:**

none

A motion was made by Alderwoman Sobottka to adjourn the City Council meeting and second by Alderman Snow (6:34 pm)

**Vote via voice, all approved.**

*Pamela Martinez*

Pamela Martinez, City Clerk

CITY OF ROCK FALLS  
603 W 10th Street  
Rock Falls, Illinois

06/20/2023 Council Meeting

To the Mayor and City Council of the City of Rock Falls, your Committee on Finance would respectfully report that they have examined the following bills presented against the City, and have found the same correct and would recommend the payment of the various amounts to the several claimants as follows:

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Tourism	\$12,005.96
General Fund	\$34,482.63
Demolition Fund	\$7,244.77
Industrial Development	\$178.50
Tax Increment Financing	\$63.00
Electric	\$327,751.08
Broadband Fund	\$252.00
Sewer	\$114,469.34
Water	\$177,833.87
Garbage	\$46,913.25
Customer Service Center	\$5,892.60
Motor Fuel Tax Fund	\$180.00
Customer Utility Deposits	\$367.81
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	\$727,634.81

Alderman Wangelin  
Alderman Palmer  
Alderman Dornes  
Alderman Arduini

INVOICES DUE ON/BEFORE 06/09/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	217.00	1,524.00
4519	ROCK FALLS AMERICAN LEGION		188.88
5118	SIKICH, LLP		250.00
5253	WEX BANK	9,984.25	75.53
5265	ONMEDIA QUAD CITIES IA/IL		500.00
5314	LINK MEDIA OUTDOOR	2,612.00	1,612.00
771	PINNEY PRINTING CO	12,687.26	25.42
T0005138	KYLE J MORGAN		474.91
T0005777	AROUNDPTOWN LLC		100.00
	TOURISM		4,750.74
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	1,338.00
4331	CIRCUIT CLERK OF LEE COUNTY		100.00
5118	SIKICH, LLP		2,500.00
753	ROCK FALLS CHAMBER OF COMMERCE	500.00	500.00
795	SBM BUSINESS EQUIPMENT CENTER	377.74	20.00
T0000002	SUBURBAN CONSTRUCTION INC		11.00
	ADMINISTRATION		4,469.00
02	CITY ADMINISTRATOR		
1493	WILLIAM & MARY COMPUTER CENTER	14,305.66	37.00
4972	ROBBIN BLACKERT	100.00	100.00
795	SBM BUSINESS EQUIPMENT CENTER	377.74	20.00
	CITY ADMINISTRATOR		157.00
04	BUILDING		
2797	MARK SEARING	40.00	40.00
5253	WEX BANK	9,984.25	176.27
	BUILDING		216.27
05	CITY CLERK'S OFFICE		

INVOICES DUE ON/BEFORE 06/09/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
5308	LEAF	999.16	92.71
	CITY CLERK'S OFFICE		92.71
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	48,675.67	907.33
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	1,260.00
350	GISI BROS INC	1,007.68	1,007.14
4508	LEXISNEXIS RISK DATA MGT LLC		31.00
4827	KELLEY WILLIAMSON COMPANY	742.00	47.54
5253	WEX BANK	9,984.25	3,774.64
5308	LEAF	999.16	194.71
533	ELECTRONICS, INC.	645.00	318.00
5360	AMAZON CAPITAL SERVICES	920.32	467.54
662	RAY O'HERRON CO., INC.	116.99	257.57
683	P. F. PETTIBONE & CO.	266.15	484.90
T0004900	FINE LINE ENGRAVING	83.00	29.99
	POLICE		8,780.36
07	CODE HEARING DEPARTMENT		
4931	DACRA ADJUDICATION SYSTEM	950.00	1,150.00
	CODE HEARING DEPARTMENT		1,150.00
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	48,675.67	581.30
2451	MENARDS	829.36	371.97
34	ALTORFER INC.	6,622.13	72.80
4827	KELLEY WILLIAMSON COMPANY	742.00	904.74
5253	WEX BANK	9,984.25	814.41
5329	BF ENGINEERING PLLC	1,080.00	495.00
55	ARAMARK	341.40	53.49
T0005778	NW IL AUTO GLASS		300.00
	STREET		3,593.71



INVOICES DUE ON/BEFORE 06/09/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	48,675.67	4,717.69
1493	WILLIAM & MARY COMPUTER CENTER	14,305.66	890.00
	PUBLIC PROPERTY		5,607.69
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	48,675.67	982.84
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	105.00
2747	KEN WOLF	40.00	40.00
423	AT&T	74.27	77.96
4902	MATT KOBBERMAN		93.29
5253	WEX BANK	9,984.25	1,338.23
5308	LEAF	999.16	92.71
5374	CAMERON GONZALEZ	237.84	27.01
724	RANDY'S TRUCK REPAIR, INC.		103.00
T0005448	TROTSKY INVESTIGATIVE POLYGRAP		175.00
	FIRE		3,035.04
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	7,105.95
	BUILDING CODE DEMOLITION FUND		7,105.95
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	178.50
	INDUSTRIAL DEVELOPMENT		178.50
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	63.00
	DOWNTOWN REDEVELOPMENT		63.00

INVOICES DUE ON/BEFORE 06/09/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	48,675.67	7,509.74
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	693.00
194	GRUMMERT'S HARDWARE - R.F.	748.31	51.05
4995	CLOUDPOINT GEOSPATIAL	5,950.00	1,983.34
5118	SIKICH, LLP		1,000.00
5132	RTS MULCH INC		245.00
5234	IMPERIAL CRANE SERVICES INC	9,660.75	14,273.25
5253	WEX BANK	9,984.25	2,133.78
5296	BRADFORD SUPPLY CO		207.65
533	ELECTRONICS, INC.	645.00	149.00
5360	AMAZON CAPITAL SERVICES	920.32	279.28
	OPERATION & MAINTENANCE		28,525.09
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	252.00
	FIBER OPTIC BROADBAND/TAXABLE		252.00
SEWER FUND			
30	SEWER		
5273	DPS EQUIPMENT SERVICES INC	30,800.00	58,800.00
	SEWER		58,800.00
38	OPERATION & MAINTENANCE		
1258	REPUBLIC SERVICES #721	47,856.15	1,007.00
1289	CITY OF ROCK FALLS UTILITIES	48,675.67	21,191.45
1449	QUALITY READY MIX	2,971.35	1,224.00
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	363.00
194	GRUMMERT'S HARDWARE - R.F.	748.31	6.29
2517	WM CORPORATE SERVICES INC	3,753.53	960.34
4027	WHITESIDE COUNTY RECORDER	471.50	58.00
4207	O'REILLY AUTOMOTIVE INC	741.28	53.97
4694	PACTEC, INC		1,424.51
4827	KELLEY WILLIAMSON COMPANY	742.00	340.95
4978	NUTRIEN AG SOLUTIONS INC	275.00	275.00

INVOICES DUE ON/BEFORE 06/09/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
4995	CLOUDPOINT GEOSPATIAL	5,950.00	2,733.33
5118	SIKICH, LLP		500.00
5253	WEX BANK	9,984.25	1,755.79
5283	RHINO INDUSTRIES INC	3,888.00	15,216.50
533	ELECTRONICS, INC.	645.00	78.00
5377	DYLAN FLOSI	62.00	181.05
651	NICOR	5,199.19	106.13
T0001959	SAUK VALLEY PLUMBING INC		7,237.41
T0005543	QUAD CITIES CONCRETE		144.00
	OPERATION & MAINTENANCE		54,856.72
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	414,860.29	1,202.70
5379	HYDRA-STOP LLC	3,979.22	7,402.78
	WATER		8,605.48
48	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	48,675.67	7,015.70
1740	VIKING CHEMICAL CO	1,975.50	2,120.50
194	GRUMMERT'S HARDWARE - R.F.	748.31	265.35
2380	AUTOZONE	47.74	59.27
2451	MENARDS	829.36	209.94
2796	U.S. CELLULAR	695.67	488.89
350	GISI BROS INC	1,007.68	165.00
4027	WHITESIDE COUNTY RECORDER	471.50	58.00
4141	BEHRENS TRUCKING &		11,660.00
4207	O'REILLY AUTOMOTIVE INC	741.28	21.99
4361	FERGUSON WATERWORKS #2516	9,298.78	4,334.52
4827	KELLEY WILLIAMSON COMPANY	742.00	294.93
4995	CLOUDPOINT GEOSPATIAL	5,950.00	1,983.33
5118	SIKICH, LLP		500.00
5238	FDF INC	500.00	925.00
5253	WEX BANK	9,984.25	1,496.44
5337	PACE ANALYTICAL SERVICES LLC	464.50	448.00
884	STERLING STEEL WAREHOUSE INC		98.00
T0004455	ROCK RIVER CARTAGE INC	474.41	1,024.51
	OPERATION & MAINTENANCE		33,169.37

DATE: 06/08/23  
TIME: 13:33:51  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 06/09/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GARBAGE FUND			
50	GARBAGE		
1258	REPUBLIC SERVICES #721	47,856.15	45,873.25
5118	SIKICH, LLP		250.00
	GARBAGE		46,123.25
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	10,449.62	441.00
5366	GILA LLC	368.00	414.00
760	ROCK FALLS POSTMASTER	3,500.00	3,500.00
	CUSTOMER SERVICE CENTER		4,355.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5329	BF ENGINEERING PLLC	1,080.00	180.00
	MOTOR FUEL TAX		180.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0000001	TANYA JENNINGS		287.07
	CUSTOMER UTILITY DEPOSITS		287.07
	TOTAL ALL DEPARTMENTS		274,353.95

INVOICES DUE ON/BEFORE 06/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1095	TURNROTH SIGN CO, INC.		387.00
2451	MENARDS	1,411.27	546.66
5015	CARD SERVICE CENTER	4,394.11	227.69
5308	LEAF	1,379.29	96.96
5369	HELM ELECTRIC	39,437.65	2,019.00
771	PINNEY PRINTING CO	12,712.68	138.52
T0000003	KCKK		500.00
T0001587	ARTHUR'S GARDEN DELI		565.90
T0003321	M & R STRIPING		500.00
T0003490	PAUL GIERHART		200.00
T0004908	MELINDA JONES	335.59	113.49
T0004936	MSK ENTERPRISES LLC		325.00
T0005645	WILLIAMS BRANDED APPAREL INC		1,035.00
T0005776	WIFR		600.00
	TOURISM		7,255.22
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	100.00	200.00
4861	CIRCUIT CLERK OF WHITESIDE CO		300.00
829	SELF HELP ENTERPRISE	51.00	270.40
	ADMINISTRATION		770.40
04	BUILDING		
5308	LEAF	1,379.29	96.96
829	SELF HELP ENTERPRISE	51.00	33.80
	BUILDING		130.76
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	4,394.11	15.93
	CITY CLERK'S OFFICE		15.93
06	POLICE		

INVOICES DUE ON/BEFORE 06/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1853	MOORE TIRES INC.	514.43	27.06
194	GRUMMERT'S HARDWARE - R.F.	1,071.00	6.65
4508	LEXISNEXIS RISK DATA MGT LLC	31.00	35.00
5015	CARD SERVICE CENTER	4,394.11	142.08
5110	KUNES COUNTRY AUTO GROUP		57.82
5371	ROLLIE ELDER		75.28
651	NICOR	5,305.32	48.87
752	ROCK FALLS AREA DOG CONTROL	482.08	482.08
829	SELF HELP ENTERPRISE	51.00	488.00
	POLICE		1,362.84
10	STREET		
1224	AIRGAS USA LLC	94.06	64.96
1279	WILCO RENTAL	717.65	95.35
1466	ALARM DETECTION SYSTEMS, INC.	3,279.36	629.01
194	GRUMMERT'S HARDWARE - R.F.	1,071.00	11.69
34	ALTORFER INC.	6,694.93	20.80
5015	CARD SERVICE CENTER	4,394.11	349.00
5066	CORY SCHRYVER		291.37
651	NICOR	5,305.32	210.28
795	SBM BUSINESS EQUIPMENT CENTER	417.74	149.34
829	SELF HELP ENTERPRISE	51.00	33.80
	STREET		1,855.60
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING	140.93	57.08
5015	CARD SERVICE CENTER	4,394.11	1,148.42
651	NICOR	5,305.32	218.84
	PUBLIC PROPERTY		1,424.34
13	FIRE		
3173	MUNICIPAL EMERGENCY SERV INC		12.49
431	ILLINOIS FIRE INSPECTORS ASSOC		350.00
4385	DINGES FIRE COMPANY	2,826.58	39.75
4981	AT&T MOBILITY	201.66	200.67

INVOICES DUE ON/BEFORE 06/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
5015	CARD SERVICE CENTER	4,394.11	989.82
5374	CAMERON GONZALEZ	264.85	81.63
651	NICOR	5,305.32	146.62
	FIRE		1,820.98

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
2451	MENARDS	1,411.27	22.82
4027	WHITESIDE COUNTY RECORDER	587.50	116.00
	BUILDING CODE DEMOLITION FUND		138.82

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	94.06	55.36
194	GRUMMERT'S HARDWARE - R.F.	1,071.00	22.93
2140	MCMASTER-CARR SUPPLY	156.39	158.26
2451	MENARDS	1,411.27	128.65
2557	ASPLUNDH TREE EXPERT CO.		21,780.80
283	ANIXTER INC		1,300.00
3129	CMA/FLODYNE/HYDRADYNE	1,608.16	697.95
4148	BHMG ENGINEERS	750.00	1,275.00
437	ILLINOIS MUNICIPAL ELECTRIC	297,233.98	221,398.48
4730	FLETCHER-REINHARDT CO	3,971.34	76.86
5008	POWER SYSTEM ENGINEERING INC	4,504.50	95.00
5015	CARD SERVICE CENTER	4,394.11	1,677.68
5343	QP TESTING LLC	37,284.00	11,957.00
5369	HELM ELECTRIC	39,437.65	598.20
5373	TURBINE PROS LLC	173,885.91	35,985.06
651	NICOR	5,305.32	369.47
795	SBM BUSINESS EQUIPMENT CENTER	417.74	60.00
T0004455	ROCK RIVER CARTAGE INC	1,498.92	1,589.29
	OPERATION & MAINTENANCE		299,225.99

SEWER FUND			
38	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 06/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
1853	MOORE TIRES INC.	514.43	27.06
4027	WHITESIDE COUNTY RECORDER	587.50	29.00
5015	CARD SERVICE CENTER	4,394.11	432.97
651	NICOR	5,305.32	323.59
	OPERATION & MAINTENANCE		812.62
WATER FUND			
40	WATER		
5379	HYDRA-STOP LLC	11,382.00	2,971.89
	WATER		2,971.89
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	94.06	39.74
131	BURGER BROTHERS INC		2,005.00
1449	QUALITY READY MIX	4,195.35	7,113.00
1493	WILLIAM & MARY COMPUTER CENTER	15,232.66	17.00
194	GRUMMERT'S HARDWARE - R.F.	1,071.00	45.78
2067	HELM MATERIALS	3,128.40	771.80
2212	ALLIANCE MATERIALS INC	181.02	382.61
2380	AUTOZONE	107.01	31.86
4027	WHITESIDE COUNTY RECORDER	587.50	29.00
4361	FERGUSON WATERWORKS #2516	13,633.30	4,454.62
5015	CARD SERVICE CENTER	4,394.11	279.98
5171	FERGUSON ENTERPRISES LLC		810.13
651	NICOR	5,305.32	376.48
67	B & D SUPPLY CO.	263.19	14.72
	OPERATION & MAINTENANCE		16,371.72
WATER IEPA REVOLVING LOAN FUND			
48	IEPA REVOLVING LOAN FUND		
1023	WILLETT, HOFMANN & ASSOCIATES	416,062.99	3,821.50
T0004041	GENSINI EXCAVATING, INC.	208,440.39	112,893.91
	IEPA REVOLVING LOAN FUND		116,715.41



DATE: 06/15/23  
TIME: 15:21:35  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/16/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GARBAGE FUND			
50	GARBAGE		
5015	CARD SERVICE CENTER	4,394.11	790.00
	GARBAGE		790.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5015	CARD SERVICE CENTER	4,394.11	1,537.60
	CUSTOMER SERVICE CENTER		1,537.60
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0000004	MELISSA BUYERS		80.74
	CUSTOMER UTILITY DEPOSITS		80.74
	TOTAL ALL DEPARTMENTS		453,280.86

CITY OF ROCK FALLS

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**RESOLUTION NO. 2023-901**

**RESOLUTION TRANSFERRING JURISDICTION AND  
CONTROL OF REAL PROPERTY TO THE  
INDUSTRIAL DEVELOPMENT COMMISSION**

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this \_\_\_\_\_  
day of \_\_\_\_\_, 2023.

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**RESOLUTION NO. 2023-901**

**RESOLUTION TRANSFERRING JURISDICTION AND  
CONTROL OF REAL PROPERTY TO THE  
INDUSTRIAL DEVELOPMENT COMMISSION**

**WHEREAS**, the City of Rock Falls (the “City”) is the owner of certain real properties located within the City, being more particularly described on Exhibit A, attached hereto (the “Property”); and

**WHEREAS**, acting pursuant to the provisions of Section 11-74-4(8) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the “Code”), the City has established an Industrial Development Commission (the “Commission”), and invested in said Commission the power and authority described and as authorized within said Section 11-74-4(8) of the Code; and,

**WHEREAS**, the City has, from time to time, transferred authority and jurisdiction of various parcels of real property owned by the City to the Commission for purposes of development, sale and/or lease; and

**WHEREAS**, the Mayor and City Council (collectively, the “Corporate Authorities”) have considered the needs of the City with respect to the Property and have determined such Property to be surplus property of the City eligible to be transferred to the Commission for purposes of the Act; and

**WHEREAS**, the Corporate Authorities have determined it in the best interests of the City and its residents to transfer authority and jurisdiction of said Property to the Commission for the purposes herein stated.

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

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

**SECTION 2:** The City does hereby transfer to the Industrial Development Commission of the City of Rock Falls the authority and jurisdiction over and governing the Property, as more particularly described on Exhibit A, attached hereto, for all purposes in order to accomplish the ends envisioned and to be promoted by Section 11-74-4(8) of the Illinois Municipal Code, and does specifically transfer and convey unto the Industrial Development Commission of the City of Rock Falls the power and authority as set forth and enumerated therein with respect to such Property.

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

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

**SECTION 5:** This resolution 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

NAY

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**EXHIBIT A**

**PARCEL 1:**

Legal Description:

Part of the Northwest Quarter of Section 3, Township 20 North, Range 7 East of the Fourth principal meridian, Whiteside County, State of Illinois, described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 3; thence South 0 degrees 00 minutes 40 seconds West, a distance of 1315.61 feet on the west line of said Northwest Quarter, to the south line of the North Half of the North Half of said Northwest Quarter; thence North 89 degrees 55 minutes 30 seconds East, a distance of 199.08 feet on the south line of the North Half of the North Half of said Northwest Quarter to the east right of way line of a public highway designated SBI Route 88 (IL Route 40), and the point of beginning; thence North 0 degree 20 minutes 50 seconds West, a distance of 165.04 feet (165') on said right of way line; thence North 0 degree 41 minutes 27 seconds West, a distance of 432.90 feet (439.16') on said right of way line; thence South 89 degrees 34 minutes 58 seconds West, a distance of 69.00 feet on said right of way line; thence North 1 degree 51 minutes 58 seconds East, a distance of 507.78 feet (510.32') on said right of way line, to the south line of the premises conveyed to Commonwealth Edison; thence North 88 degrees 09 minutes 22 seconds East, a distance of 611.81 feet on the south line of said premises; thence North 89 degrees 35 minutes 58 seconds East, a distance of 577.63 feet on the south line of said premises; thence South 0 degrees 24 minutes 02 seconds East, a distance of 1127.18 feet to the south line of the North Half of the North Half of said Northwest Quarter; thence South 89 degrees 55 minutes 30 seconds West, a distance of 1138.31 feet on the south line of the North Half of the North Half of said Northwest Quarter, to the Point of Beginning, containing 30.00 acres, more or less.

PIN: 17-03-100-006

Stichter Construction Co., Inc.  
9680 Lyman Road  
Erie, IL. 61250  
brandonstichter1@gmail.com  
Phone & Fax # 309-659-2022

# PROPOSAL

Date

6/2/2023

City of Rock Falls  
Building Department  
603 W 10th Street  
Rock Falls, IL 61071

Project:

## DESCRIPTION

Demolition of the residence located at 406 E 3rd Street. All decks, sidewalks, drives, fences, garages and out buildings and removal of all debris. All concrete to be removed 2 foot below grade. Site to be filled and graded with a minimum of 12" of top soil. Sanitary sewer lines to be disconnected and capped at the Main. Water lines to be disconnected at the stop box by an Illinois licensed plumber per the City of Rock Falls Codes. Basement floors to be fractured to allow drainage. Removal of all volunteer trees and bushes. All Local State and Federal laws must be followed. Site to be cleared of all rubbish, trash brush and debris. Demolition project to be completed with 30 days of acceptance of bid. Contractor is responsible for all required permits.

Total

15,100.00

Acceptance

Signature \_\_\_\_\_

Brandon Stichter -----  
Brandon Cell - 309-314-0078

**Total**

\$15,100.00

Stichter Construction Co., Inc.  
9680 Lyman Road  
Erie, IL. 61250  
brandonstichter1@gmail.com  
Phone & Fax # 309-659-2022

# PROPOSAL

Date  
6/2/2023

City of Rock Falls  
Building Department  
603 W 10th Street  
Rock Falls, IL 61071

Project:

## DESCRIPTION

Demolition of the residence located at 202 E 4th Street. All decks, sidewalks, drives, fences, garages, and out buildings and removal of all debris. All concrete to be removed 2 foot below grade. Site to be filled and graded with a minimum of 12 inches of top soil. Sanitary sewer lines to be disconnected and capped at the Main. Water lines to be disconnected at the stop box by an Illinois licensed plumber per the City of Rock Falls Codes. Basement floors to be fractured to allow drainage. Removal of all volunteer trees and bushes. All Local State and Federal laws must be followed. Site to be cleared of all rubbish, trash, brush, and debris. Demolition project to be completed with 30 days of acceptance of bid. Contractor is responsible for all required permits.

Total  
12,800.00

Signature \_\_\_\_\_  
Acceptance

Brandon Stichter -----  
Brandon Cell - 309-314-0078

<b>Total</b>	\$12,800.00
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## DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) is dated \_\_\_\_\_ (the “**Effective Date**”) by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and City of Rock Falls (the “**Municipality**”), and together with DACRA collectively, the “**parties**”).

### RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

### AGREEMENT

1. **Standard Terms and Conditions.** The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the “**Master Terms and Conditions**”).

2. **Services.** The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. **Fees.** In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the “**Fees**”).

4. **Term.** The term of this Agreement (the “**Term**”) shall be two (2) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 90 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 90 days prior to the expiration of the term.

5. **Notices.** Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

City of Rock Falls  
Attention: TBD  
603 W. 10<sup>th</sup> Street  
Rock Falls, IL. 61071  
Email: TBD

If to Dacra:

Dacra Tech, LLC  
Attention: Dave Braner, CEO  
707 Osterman Ave., Unit 1693  
Deerfield, IL. 60015  
Email: [David.Braner@Dacratech.com](mailto:David.Braner@Dacratech.com)



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Dacra Tech, LLC**  
a Delaware limited liability company

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

Name (print):

Title:

Date:

**City of Rock Falls**  
an Illinois municipal corporation

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

Name:

Title:

Date

[Signature page to Master Software Licensing Agreement]

**EXHIBIT A**  
**MASTER TERMS AND CONDITIONS**

**A. Limited License Granted**

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “**License**”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

**B. Third-Party Agreements**

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

**C. Data**

Municipality at all times will retain sole ownership of its Municipal Data. The term “**Municipal Data**” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

**D. Dacra’s Intellectual Property**

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

**E. Further Assurances**

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in

accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

**F. Pricing and Billing**

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. Municipality agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Dacra must pay based on the Services, except taxes based on Dacra's income. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

**G. Termination**

Municipality may terminate this agreement at any time with 90 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

**H. Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. THE PARTIES AGREE THAT DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) SUCH AMOUNT OF CLAIMED DAMAGES THAT ARE ACTUALLY COVERED AND PAID IN FULL BY AN INSURANCE CARRIER PROVIDING INSURANCE TO DACRA UNDER THE TERMS OF A POLICY OF INSURANCE CARRIED BY DACRA AS REQUIRED UNDER THE TERMS OF THE AGREEMENT, (THE "LIMITATION OF LIABILITY"). MUNICIPALITY HEREBY ACKNOWLEDGES THAT DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED. DACRA IS HEREBY HELD HARMLESS FROM ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES RELATING TO THIS AGREEMENT TO THE EXTENT IN EXCESS OF THE LIMITATION OF LIABILITY.

**I. Other**

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and

be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.

- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.
- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of DuPage County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra.

#### **J. Maintenance and Support**

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) **Training.** As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
- (ii) **Support.** Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
- (iii) **Exclusions.** Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the forgoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating

systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

1. Continuity of Service. Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) MAJOR - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the "Downtime") (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
  - (ii) MINOR - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).
2. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality's users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

#### **K. Insurance Requirements**

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
- (iii) Worker's Compensation and Employers' Liability: As required by Illinois law.
- (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

## EXHIBIT B

### SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement are the Municipal Enforcement Adjudication Module and Mobile Municipal e-Citation Module, which will be deployed to the Municipality with the functionality stated hereunder.

## DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES – JANUARY 31, 2023

### Dacra System Architecture and Security

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- **Architecture**
  - Web-based platform that works on standard hardware
  - .NET stack with SQL back end separated from the front end via entity framework services
  - Bi-directional sync data integration with IUCS LEADER
  - JSON APIs available as well as numerous government and public safety software system integrations
- **Security**
  - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services. Azure Government Cloud provides the highest level of security and compliance to include SOC2, PCI, ISO, etc.
  - Criminal Justice Information Services (CJIS) compliant
  - Single Sign On (SSO) authentication available
    - Extensive citation auditing features, tracks changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of any change
- **Hardware Required**
  - Requires Google Chrome/ Microsoft Edge access
  - Windows based devices required is utilizing LEADS integrated
  - iPads preferred for handheld ticketing
  - Compatible with either 4" or 8 ½" Printers

### Municipal Enforcement Adjudication Module

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- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
  - Local Ordinance/Compliance/Animal/Building Code Ticketing
  - "3-Click" Parking Ticketing
  - Unpaid Utility/Ambulance Fee Violations
  - Citation Auditing and Tools
- **Complete Hearing Management Tools:** Efficiently manage violation notices, unified administrative hearings, and final determination notices with features such as:
  - Variable Hearing Notices by Department
  - Multiple Concerned Party Notification
  - Hearing Room Management and FDO Issuance
  - Batch Process Hearing Officer Tools
- **Extensive Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly. Along the way fines can be paid through a variety of in-person and online tools and integrations.
  - Complex Fine Structure Tracking
  - Online Payments with Partial Payment Capability

## Mobile Municipal E-Citation Module

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- **Mobile Municipal Enforcement Adjudication Citation Tools:**
  - Issue and print local ordinance citations:
    - Parking Citations – Multiple entry methods to speed parking citation issuance
    - Animal – Track animal specific information with violator history available
    - Compliance Violations – Department specific ordinance compliance citations
    - Tow Ticketing – Issue administrative tow seizure and hearing notices
    - Legacy Tickets – Historical citation data can be imported for violation payment
- **CAD LEADS Integration:** Dacra integrates with your CAD vendor to allow citation auto-population of driver and vehicle data from the Dacra LEADS queue.
- **Additional Citation Features:**
  - Easily create additional “companion” violations for the same violator with one click
  - Agency defined mandatory field completion
  - Statute/Ordinance “Easy Search” Functionality
  - Offense location and respondent GPS mapping tools
  - Citation digital evidence record storage
  - Extensive citation data analytics and mapping capability
- **Illinois TSS/RP and Pedestrian Stop Data Collection:**
  - Easily collect traffic stop data to reduce entry time and generate Illinois S.O.S Reports for uploading.
  - Collect the requisite data and generate a pedestrian stop receipt as required within Illinois.
- **Violator History Reports:**
  - Citation and warning history summary displayed to issuing officer with ability to investigate detail with one click.
  - Effectively manage expungements for violations as required by state and local rules.
- **Hand-Held Ticketing:**
  - Dacra’s “3 Click” Parking Ticket feature provides the industry’s fastest way to accurately issue a parking violation via tablets complete with photo evidence.

## DACRA 3<sup>rd</sup> Party Integrations

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- **API/Interface Set-Up and Configuration:** Dacra custom integrations will provide omni-directional or bi-directional interfaces to 3<sup>rd</sup> party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.

**EXHIBIT C**  
**FEES PAID BY MUNICIPALITY**

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder:

- A. Monthly Service Fee: In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee as follows:

<b>Monthly Service Fee = Monthly Licensing Fee</b>	<b>Monthly Service Fee</b>
<b>Monthly Licensing Fee – Adjudication and e-Citation</b>	
- Year 1: Execution Date – April 30, 2024	\$1,150
- Year 2: May 1, 2024 – April 30, 2025	\$1,200

- B. Integration Fee(s): In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B** the Municipality will be billed upon go-live of the interface, with annual maintenance billed in conjunction with the next agreement execution anniversary:

- C. Training Sandbox: A training Sandbox will be included for no additional cost to Municipality up to 4 months after Go-Live Date. Extended Sandbox access licensing fees are defined in Exhibit B.

<b>Interface</b>	<b>One-Time Fee</b>	<b>Monthly Maintenance Fee</b>
Existing CAD Interface w/Central Square Sungard	Waived	Waived
Use of DACRA APIs for Data Transfer	Waived	Waived
Extended Sandbox Access	Waived	\$100
Custom DACRA Integrations Requested	TBD	TBD