

City of Rock Falls

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

November 7, 2023
5:30 p.m.

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

Audience Requests

Rock Falls Fire Department

- Badge pinning for Fire Fighter Andrew Funk

Rock Falls Optimist Club

- 2024 Calendar Sales

Community Affairs

Rock Falls Chamber of Commerce, Sam Smith President/CEO

1. Approve the Hometown Holidays road closures. ☞

Consent Agenda:

1. Approval of the minutes of the October 17, 2023, City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinances 2nd Reading & Adoption:

1. Ordinance 2023-2624 - Authorizing the Sale/Disposal of Unused Street Equipment ☞

Resolutions:

1. Resolution 2023-914 - Resolution for Maintenance Under the Illinois Highway Code - Section 24-00000-00-GM ☞

City Administrator Robbin Blackert:

1. Approve the GIS Services Agreement with Cloudpoint Geospatial, 1407 W Front St, Roanoke, IL for continued Managed GIS Services in the amount of \$6,250.00 per month for 3 years. ☞

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. Recommendation from the Public Property Public Works Committee to approve the renewal of the Cash Farm Lease with Hoffman Brothers Partnership for March 2024 to February 2025 for 10 tillable acres in the amount of \$150.00 per acre. ☞
2. Recommendation from the Public Property Public Works Committee to approve the renewal of the Cash Farm Lease with Gaulrapp Farms for March 2024 to February 2025 for 18 tillable acres in the amount of \$225.00 per acre. ☞
3. Recommendation from the Police Fire Committee to approve the STARCOM21 User Agreement between the City of Rock Falls and Motorola Solutions, Inc. ☞
4. Recommendation from the Police Fire Committee to approve the Contract for Services between the City of Rock Falls and Moeller, Myers and Associates PC providing an Employee Assistance Program to the City of Rock Falls Police Department employees. ☞

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

1. Recommendation from the Finance/Insurance Investment Committee to approve the Fiscal Year 2024 Audit
2. Recommendation from the Finance/Insurance/Investment Committee to approve the Utility Write-Offs for July 2023 through September 2023 ☞
3. Recommendation from the Finance/Insurance/Investment Committee to approve the Event Sponsorship Grant from the Rock Falls Chamber for Hometown Holidays in the amount of \$1,000.00 ☞

Ward 2

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

1. Recommendation from the Utility Committee to approve the purchase of a collector unit for Neptune meter reading from Ferguson Waterworks, 1720 State Street, Dekalb, IL in the amount of \$25,253.43 with cost to be split between Water and Wastewater. ☞
2. Recommendation from the Utility Committee to approve the rebuild of the 6 tertiary filter vacuum pumps by Hydro-Kinetics Corporation, 5741 Manchester Ave, St. Louis, MO in the amount of \$13,900.10. ☞
3. Recommendation from the Utility Committee to award the Boring of the Schutz Easement to Kirby Cable Service, Inc., 17842 Sumner Rd, Pecatonica, IL in the amount of \$152,430.00. ☞
4. Recommendation from the Utility Committee to approve the License Agreement with the IDNR for a full-term of 10 years in the amount of \$1,320.00. ☞

Ward 3

Alderman Steve Dowd

Alderman Cody Dornes

Ward 4

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

1. Approve recommendation from the Ordinance/License/Personnel/Safety Committee to allow the Street Department to hire 1 employee

Alderman Cathy Arduini

Mayor's Report:

Adjournment

Next City Council Meeting – November 21, 2023, at 5:30 p.m.

Posted: November 3, 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.

Michelle Conklin

From: Sam Rock Falls Chamber <sam@rockfallschamber.com>
Sent: Monday, October 16, 2023 11:17 AM
To: Michelle Conklin
Subject: Hometown Holidays closures

Hi Michelle!

We have police approval for the Hometown Holidays road closures, and we would like to be put on the next council meeting agenda please.

Here are the closures--

-West 2nd St (1st ave up to 5th ave)

-1st ave partial parking lot (West side is closed for safety of pedestrians and horses)

-East 2nd St in front of park only. Closing from Ave A halfway to Wood Ave

Please let me know if you have any questions. Thank you!

--

***Sam Smith*, Executive Director**

Rock Falls Chamber of Commerce

815-625-4500

601 W.10th St, Rock Falls, IL 61071

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 October 17, 2023, in the Council Chambers by Mayor Rodney Kleckler.

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

Audience request:

Marshall Doane spoke to the City Council about the Micro Industries Building.

Rock Falls Fire Department:

Presentation on Joint Training Facility by Captain Kyle Sommers RFFD, Co-Chair presented to the City Council the plans for the new Joint Training Facility. Lieutenant Clark Liedberg SFD, Co-Chair. Next step is an IGA between Cities.

Community Affairs:

None

Consent Agenda:

Consent Agenda items 1 - 2 were read aloud by City Clerk Pam Martinez.

1. Approval of the minutes of the October 3, 2023, City Council Meeting.
2. Approval of bills as presented.

A motion was made by Alderwoman Sobottka to approve the Consent Agenda and second by Alderman Snow.

Vote 7 aye, motion carried.

Ordinances 2nd Reading and Adoption:

1. Ordinance 2023-2623 – Authorizing the Disposal of Unused Street and Water Equipment.

A motion was made by Alderman Wangelin to approve the 2nd reading and adoption of Ordinance 2023-2623 – Authorizing the Disposal of Unused Street and Water Equipment and second by Alderwoman McKanna.

Vote 7 aye, motion carried.

City Administrator:

None

City Attorney:

None

City Departments:

None

Alderman Reports / Committee Chairman Requests

Alderman Snow reminded everyone the change batteries in smoke detectors.

A motion was made by Alderman Wangelin to approve the recommendation from the Public Property/Public Works Committee to approve the purchase of a Caterpillar 938M Wheel Loder from Altorfer Cat, 2809 W Rock Falls Road, Roack Falls, IL in the amount of \$261,297.00 for the Street Department and second by Alderman Dowd.

Vote 7 aye, motion carried.

A motion was made by Alderman Wangelin to approve the recommendation from the Public Property/ Public Works Committee to approve the financing of a Caterpillar 938M Wheel Loader in the amount of \$261,647.00 at a fixed interest rate of 2.1980 percent through Caterpillar Financial Services Corporation, 2120 West End Avenue, Nashville, TN 37203 and second by Alderwoman Sobottka.

Vote 7 aye, motion carried.

Mayor's Report:

Thursday, October 19, 2023, at 11:00 a.m. Ribbon Cutting at OnCall, Rock Falls.

A motion was made by Alderwoman Sobottka to adjourn the City Council meeting and second by Alderman Snow.

Vote via voice, all approved, motion carried (5:55 pm)

Pamela Martinez

Pamela Martinez, City Clerk

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

11/7/2023 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:

Tourism	\$6,580.80
General Fund	\$681,403.50
Building Code Demolition Fund	\$13,316.56
Industrial Development	\$2,538.64
Electric	\$339,840.42
IT Fund	\$13,311.70
Sewer	\$188,550.96
Water	\$58,080.92
Garbage	\$519.95
Customer Service Center	\$6,975.70
DUI Fund	\$170.75
Motor Fuel Tax	\$427.04
Customer Utility Deposits	\$270.79
	<hr/> <hr/>
	\$1,311,987.73

Alderman Wangelin
Alderman Palmer
Alderman Dornes
Alderman Arduini

DATE: 10/18/23
TIME: 16:25:16
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/20/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	41,070.42	248.27
5032	COMCAST	2,520.45	5.46
5308	LEAF	3,892.25	96.96
5314	LINK MEDIA OUTDOOR	10,672.00	1,612.00
T0000056	MUD & MOO BOUTIQUE		2,000.00
T0005449	815 PORTA POTTY	2,600.00	195.00
	TOURISM		4,157.69
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	56,072.27	2,257.00
4331	CIRCUIT CLERK OF LEE COUNTY	2,530.00	500.00
5015	CARD SERVICE CENTER	41,070.42	80.00
5032	COMCAST	2,520.45	5.46
	ADMINISTRATION		2,842.46
02	CITY ADMINISTRATOR		
5032	COMCAST	2,520.45	2.73
	CITY ADMINISTRATOR		2.73
04	BUILDING		
5032	COMCAST	2,520.45	10.93
5308	LEAF	3,892.25	96.96
5311	SAMSARA NETWORKS INC	3,700.00	20.00
	BUILDING		127.89
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	41,070.42	21.24
5032	COMCAST	2,520.45	10.93
	CITY CLERK'S OFFICE		32.17

INVOICES DUE ON/BEFORE 10/20/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	56,072.27	44.00
350	GISI BROS INC	12,107.84	386.83
4112	JOY COLBERG		14.81
4572	CHARLES SCHWAB & CO INC	473,179.93	196,675.91
5015	CARD SERVICE CENTER	41,070.42	1,664.06
5032	COMCAST	2,520.45	84.59
662	RAY O'HERRON CO., INC.	2,724.38	278.93
	POLICE		199,149.13
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	3,500.00	1,700.00
	CODE HEARING DEPARTMENT		1,700.00
10	STREET		
1040	ZARNOTH BRUSH WORKS, INC.		418.70
1279	WILCO RENTAL	2,540.76	8.80
1472	WARD, MURRAY, PACE & JOHNSON	56,072.27	110.00
1853	MOORE TIRES INC.	2,581.30	542.65
194	GRUMMERT'S HARDWARE - R.F.	3,132.43	17.99
2301	STERLING NAPA	437.72	118.48
2451	MENARDS	7,605.62	81.22
332	FYR-FYTER, INC.	52.95	221.60
4207	O'REILLY AUTOMOTIVE INC	3,028.34	31.99
4796	VERIZON WIRELESS	6,839.20	41.25
5015	CARD SERVICE CENTER	41,070.42	119.99
5032	COMCAST	2,520.45	5.46
5311	SAMSARA NETWORKS INC	3,700.00	200.00
5385	ANDY NAVA	1,100.00	125.00
T0004412	PHYSICIANS IMMEDIATE CARE		212.00
	STREET		2,255.13
12	PUBLIC PROPERTY		
1165	CEC OF THE SAUK VALLEY INC	12,039.04	240.00
2063	TRUGREEN PROCESSING CENTER		5,850.00
5015	CARD SERVICE CENTER	41,070.42	23.84

INVOICES DUE ON/BEFORE 10/20/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
651	NICOR	13,321.95	161.88
961	UNITED ELECTRIC		1,622.74
	PUBLIC PROPERTY		7,898.46
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	56,072.27	154.00
3010	CUSTOM MONOGRAM	1,085.15	17.50
4385	DINGES FIRE COMPANY	11,781.45	362.94
5015	CARD SERVICE CENTER	41,070.42	1,066.77
5032	COMCAST	2,520.45	19.12
T0002974	SENSIT TECHNOLOGIES LLC		271.71
T0004412	PHYSICIANS IMMEDIATE CARE		646.00
	FIRE		2,538.04
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	56,072.27	956.56
5382	P & T PEPPERS LAWN CARE	20,136.00	4,080.00
	BUILDING CODE DEMOLITION FUND		5,036.56
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	56,072.27	2,538.64
	INDUSTRIAL DEVELOPMENT		2,538.64
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,017.82	51.06
1472	WARD, MURRAY, PACE & JOHNSON	56,072.27	770.00
1493	WILLIAM & MARY COMPUTER CENTER	33,471.88	115.00
2212	ALLIANCE MATERIALS INC	3,070.12	56.24
2557	ASPLUNDH TREE EXPERT CO.	113,710.44	6,863.20

INVOICES DUE ON/BEFORE 10/20/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
283	ANIXTER INC	244,790.59	36,128.88
31	ALTEC INDUSTRIES, INC.	1,025.20	5,777.53
332	FYR-FYTER, INC.	52.95	1,131.60
4215	POWER LINE SUPPLY	46,765.31	7,717.60
4796	VERIZON WIRELESS	6,839.20	265.91
5003	PIRTANO	21,502.50	12,400.00
5008	POWER SYSTEM ENGINEERING INC	9,774.50	1,327.50
5015	CARD SERVICE CENTER	41,070.42	889.22
5032	COMCAST	2,520.45	27.32
5060	SAUK VALLEY PEST CONTROL INC	2,145.00	120.00
5135	BUNTJER BROS INC	3,927.50	510.00
5141	CINTAS CORPORATION	1,416.32	45.55
5311	SAMSARA NETWORKS INC	3,700.00	280.00
651	NICOR	13,321.95	330.52
964	UUSCO	10,298.00	148,450.00
T0004412	PHYSICIANS IMMEDIATE CARE		376.00
	OPERATION & MAINTENANCE		223,633.13
IT FUND			
22	IT FUND		
5015	CARD SERVICE CENTER	41,070.42	49.00
	IT FUND		49.00
SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	12,039.04	691.84
1472	WARD, MURRAY, PACE & JOHNSON	56,072.27	79.64
194	GRUMMERT'S HARDWARE - R.F.	3,132.43	82.29
200	COM ED	735.76	118.60
2451	MENARDS	7,605.62	73.83
4045	SCADAWARE, INC.	13,266.11	3,352.63
4049	ALLAN BRIGGS		250.00
4119	USA BLUE BOOK	2,134.24	802.25
4207	O'REILLY AUTOMOTIVE INC	3,028.34	62.94
4684	SCHMITT PLUMBING & HEATING INC	4,812.83	932.50
4707	KIMBALL MIDWEST	680.66	277.44
4796	VERIZON WIRELESS	6,839.20	648.57
5015	CARD SERVICE CENTER	41,070.42	279.79

INVOICES DUE ON/BEFORE 10/20/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
5032	COMCAST	2,520.45	19.12
5136	AQUA-AEROBIC SYSTEMS INC	1,814.84	67.45
5311	SAMSARA NETWORKS INC	3,700.00	120.00
	OPERATION & MAINTENANCE		7,858.89
WATER FUND			
40	WATER		
194	GRUMMERT'S HARDWARE - R.F.	3,132.43	24.82
4361	FERGUSON WATERWORKS #2516	101,260.26	4,990.91
	WATER		5,015.73
48	OPERATION & MAINTENANCE		
1151	SMITH ECOLOGICAL SYSTEMS CO	3,349.56	330.40
1853	MOORE TIRES INC.	2,581.30	130.00
194	GRUMMERT'S HARDWARE - R.F.	3,132.43	120.01
2212	ALLIANCE MATERIALS INC	3,070.12	862.87
2451	MENARDS	7,605.62	447.37
4361	FERGUSON WATERWORKS #2516	101,260.26	-3,314.52
4606	TOWER EQUIPMENT CORP	2,367.50	50.00
4796	VERIZON WIRELESS	6,839.20	38.01
5015	CARD SERVICE CENTER	41,070.42	287.32
5032	COMCAST	2,520.45	13.66
5110	KUNES COUNTRY AUTO GROUP	2,300.59	1,189.14
5311	SAMSARA NETWORKS INC	3,700.00	120.00
884	STERLING STEEL WAREHOUSE INC	1,197.00	157.00
T0004412	PHYSICIANS IMMEDIATE CARE		295.00
T0005346	ESSENCE CHEMICAL COMPANY	734.90	1,998.48
	OPERATION & MAINTENANCE		2,724.74
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	56,072.27	308.00
5015	CARD SERVICE CENTER	41,070.42	2,131.54
5032	COMCAST	2,520.45	19.12
	CUSTOMER SERVICE CENTER		2,458.66

DATE: 10/18/23
TIME: 16:25:16
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/20/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
MOTOR FUEL TAX FUND 65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS INC	3,070.12	157.04
	MOTOR FUEL TAX		157.04
	TOTAL ALL DEPARTMENTS		470,176.09

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/27/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS		562.12
200	COM ED	854.36	9.80
5032	COMCAST	2,744.35	6.19
5161	HUGHES MEDIA CORP	3,975.00	795.00
	TOURISM		1,373.11
GENERAL FUND			
01	ADMINISTRATION		
172	CITY OF ROCK FALLS		47.04
34	ALTORFER INC.	23,912.54	128,699.00
5032	COMCAST	2,744.35	6.19
5393	CODY DORNES		860.46
	ADMINISTRATION		129,612.69
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS		6.06
5032	COMCAST	2,744.35	3.10
	CITY ADMINISTRATOR		9.16
03	PLANNING/ZONING		
172	CITY OF ROCK FALLS		78.20
	PLANNING/ZONING		78.20
04	BUILDING		
172	CITY OF ROCK FALLS		278.13
4207	O'REILLY AUTOMOTIVE INC	3,123.27	45.51
4664	STAPLES ADVANTAGE	784.25	98.97
5032	COMCAST	2,744.35	12.39
	BUILDING		435.00

INVOICES DUE ON/BEFORE 10/27/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS		1,684.27
5032	COMCAST	2,744.35	12.39
	CITY CLERK'S OFFICE		1,696.66
06	POLICE		
172	CITY OF ROCK FALLS		365.02
2380	AUTOZONE	240.36	17.60
4508	LEXISNEXIS RISK DATA MGT LLC	127.50	60.50
4579	PEST CONTROL CONSULTANTS IL	195.00	55.00
4938	MICHLIG ENERGY LTD	143,090.43	1,951.11
5032	COMCAST	2,744.35	102.25
	POLICE		2,551.48
07	CODE HEARING DEPARTMENT		
1493	WILLIAM & MARY COMPUTER CENTER	33,586.88	262.50
172	CITY OF ROCK FALLS		637.11
	CODE HEARING DEPARTMENT		899.61
10	STREET		
1279	WILCO RENTAL	2,549.56	99.24
172	CITY OF ROCK FALLS		3.06
194	GRUMMERT'S HARDWARE - R.F.	3,377.54	7.42
2067	HELM MATERIALS	12,789.14	112,755.88
2451	MENARDS	8,208.04	317.82
34	ALTORFER INC.	23,912.54	-189.46
5032	COMCAST	2,744.35	6.19
5394	OLIVIA GUTIERREZ		125.00
774	ROCK RIVER READY MIX	2,180.56	504.00
T0000024	MILES TRUCK & TRAILER WORKS	2,922.34	1,423.82
	STREET		115,052.97
12	PUBLIC PROPERTY		

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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/27/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	554,053.98	2,033.35
	PUBLIC PROPERTY		2,033.35
13	FIRE		
172	CITY OF ROCK FALLS		79.17
3173	MUNICIPAL EMERGENCY SERV INC	2,550.58	126.99
4207	O'REILLY AUTOMOTIVE INC	3,123.27	13.98
4385	DINGES FIRE COMPANY	12,144.39	148.00
4664	STAPLES ADVANTAGE	784.25	40.29
4938	MICHLIG ENERGY LTD	143,090.43	1,951.12
5032	COMCAST	2,744.35	41.68
	FIRE		2,401.23
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
5382	P & T PEPPERS LAWN CARE	24,216.00	8,280.00
	BUILDING CODE DEMOLITION FUND		8,280.00
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	340.00	58.00
	EMPLOYEE GROUP INS		58.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1255	VERMEER SALES & SERVICE OF	605.56	65.80
172	CITY OF ROCK FALLS		65.79
1853	MOORE TIRES INC.	3,253.95	2,459.28
194	GRUMMERT'S HARDWARE - R.F.	3,377.54	64.77
2557	ASPLUNDH TREE EXPERT CO.	120,573.64	10,294.80
283	ANIXTER INC	280,919.47	22,141.50
4207	O'REILLY AUTOMOTIVE INC	3,123.27	34.66

INVOICES DUE ON/BEFORE 10/27/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4730	FLETCHER-REINHARDT CO	35,172.95	1,132.18
4832	STELLA-JONES CORP		22,668.00
4866	LOESCHER	462.50	791.50
4938	MICHLIG ENERGY LTD	143,090.43	35,745.87
5032	COMCAST	2,744.35	30.97
5205	TALLMAN EQUIPMENT CO INC.	4,969.66	1,556.62
5299	GREAT WESTERN SUPPLY CO	530.49	103.99
5332	TYNDALE	7,624.70	2,374.25
5369	HELM ELECTRIC	47,820.88	6,724.77
961	UNITED ELECTRIC	1,622.74	347.15
T0000000	KENNETH LEHMAN		10.00
	OPERATION & MAINTENANCE		106,611.90
SEWER FUND			
38	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS		8.42
2379	STANDARD EQUIPMENT COMPANY	4,429.61	361.26
2517	WM CORPORATE SERVICES INC	15,133.93	1,747.33
34	ALTORFER INC.	23,912.54	15.95
4207	O'REILLY AUTOMOTIVE INC	3,123.27	71.96
5032	COMCAST	2,744.35	21.68
T0005543	QUAD CITIES CONCRETE	144.00	670.00
	OPERATION & MAINTENANCE		2,896.60
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	102,936.65	1,198.22
T0005787	ROBERT BLACKBURN		168.62
	WATER		1,366.84
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,068.88	76.95
172	CITY OF ROCK FALLS		88.39
194	GRUMMERT'S HARDWARE - R.F.	3,377.54	35.42
34	ALTORFER INC.	23,912.54	54.00

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 10/27/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
4361	FERGUSON WATERWORKS #2516	102,936.65	7,873.79
4707	KIMBALL MIDWEST	958.10	227.98
5032	COMCAST	2,744.35	15.48
774	ROCK RIVER READY MIX	2,180.56	216.99
795	SBM BUSINESS EQUIPMENT CENTER	5,946.93	63.00
T0004455	ROCK RIVER CARTAGE INC	5,718.85	170.41
	OPERATION & MAINTENANCE		8,822.41
WATER IEPA REVOLVING LOAN FUND			
48	IEPA REVOLVING LOAN FUND		
T0004041	GENSINI EXCAVATING, INC.	321,334.30	495.00
	IEPA REVOLVING LOAN FUND		495.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1493	WILLIAM & MARY COMPUTER CENTER	33,586.88	350.00
172	CITY OF ROCK FALLS		645.36
5032	COMCAST	2,744.35	21.68
	CUSTOMER SERVICE CENTER		1,017.04
DUI FUND			
55	DUI		
463	INTOXIMETERS		170.75
	DUI		170.75
	TOTAL ALL DEPARTMENTS		385,862.00

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JOURNAL DATE: 11/03/23

ACCOUNTING PERIOD: 07

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
TOURISM							
01	05-05-00-5056	AUDIT EXPENSE	5118	33404	AUDIT/PROGRESS BILLING	300.00	
02	05-05-00-5096	ADS/PUB RELATIONS/DEDICATION	5235	CC-02-123102156	ADVERTISING	750.00	
03	05-05-00-1010	CASH			ACCOUNTS PAYABLE OFFSET		1,050.00
GENERAL FUND							
04	10-01-00-2309	DUE TO CIRCUIT COURTS	4331	23-782	BAIL BOND	100.00	
05	10-01-00-5056	AUDITING EXPENSE	5118	33404	AUDIT/PROGRESS BILLING	3,000.00	
06	10-01-00-5056	AUDITING EXPENSE	5168	311011	POLICE PENSION ACTUARIAL REP	7,000.00	
07	10-01-00-5056	AUDITING EXPENSE	5168	311012	FIREFIGHTER PENSION ACTUARIA	7,000.00	
08	10-01-00-5056	AUDITING EXPENSE	5168	311013	GASB 75 ACTUARIAL REPORT	4,200.00	
09	10-01-00-5080	ARPA EXPENSES	5360	1VJ9-MYKJ-4LKN	HAND DRYERS/BATH REMODEL	607.64	
10	10-01-00-5080	ARPA EXPENSES	T0005789	5645-1	BATHROOM REMODEL	43,000.00	
11	10-01-00-5091	RF CHAMBER-GENERAL OFFICE EX	753	RE110223	CRF MONTHLY PAYMENT	500.00	
12	10-02-00-5052	TELEPHONE EXPENSE	4972	RE110223	CELLULAR PHONE REIMBURSEMENT	100.00	
13	10-04-00-5052	TELEPHONE EXPENSE	2797	RE110223	CELL PHONE REIMBURSEMENT	40.00	
14	10-05-00-5021	OFFICE EXPENSE	4518	10302023	TREE LIGHTS	42.89	
15	10-05-00-5021	OFFICE EXPENSE	795	INV595131	W-2/1099 FORMS/2024 CALENDAR	259.06	
16	10-05-00-5021	OFFICE EXPENSE	795	INV595267	W-2 ENVELOPES	19.64	
17	10-05-00-5088	MISCELLANEOUS EXPENSE	2301	929326	CREDIT		68.49
18	10-06-00-5257	MISC EXP/CONSOLIDATE DISPATCH	4631	101123	PSAP JULY-SEPT 2023	34,940.35	
19	10-06-00-5265	COMMUNITY POLICING	2985	1651661112	HALLOWEEN CANDY	149.90	
20	10-06-00-5282	UNIFORM EXPENSE	662	2303035	UNIFORMS	274.49	
21	10-10-00-5116	POSTAGE & OFFICE SUPPLIES	2985	1651661112	PRINTER INK/BINDERS/FOLDERS/	207.50	
22	10-10-00-5117	NEW EQUIPMENT	1493	130437	MONITOR/HDMI CABLE	349.60	
23	10-10-00-5135	R & M-BUILDING	2977	29942	ANNUAL FIRE SPRINKLER INSPEC	340.00	
24	10-10-00-5141	VEHICLE OPER & MAINTENANCE	1040	0195893-IN	GUTTER BROOM	452.00	
25	10-10-00-5141	VEHICLE OPER & MAINTENANCE	194	A593610	WIRE BRUSH/GALV NIPPLE	18.57	
26	10-10-00-5141	VEHICLE OPER & MAINTENANCE	2301	979087	BODY FLUSH FAC/COUPLINGS	2,369.60	
27	10-10-00-5141	VEHICLE OPER & MAINTENANCE	4207	1171-377107	WIPER BLADES	40.78	
28	10-10-00-5141	VEHICLE OPER & MAINTENANCE	T0000024	275	VEHICLE REPAIRS	828.92	
29	10-10-00-5158	SALES TAX PROJECT - INFRASTR	4946	EST # 1	DIXON/AVE A STORM SEWER & WA	62,640.80	
30	10-10-00-5159	ENGINEERING/SALES TAX PROJEC	5329	103023	STATUS MEETING/PWPP MEETING	225.00	
31	10-10-00-5185	SUPPLIES	2451	61288	CART/HOOKS/TOOL HOLDER	73.05	
32	10-10-00-5185	SUPPLIES	2985	1651661112	WATER/BATH TISSUE	78.32	
33	10-12-00-5451	FIRE ALARM SERVICE EXPENSE	533	78416	MONTHLY ALARM/RADIO SERVICE	50.00	
34	10-12-00-5483	JANITORS SUPPLIES	364	B87992	BATH TISSUE/PAPER TOWELS	110.98	
35	10-13-00-5317	NEW EQUIPMENT	4385	46486	VFORCE ISODRI SET	3,448.00	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
36	10-13-00-5322	COMMISSIONER'S EXPENSES	1622	108550	FIREFIGHTER TESTING	250.00	
37	10-13-00-5335	TELEPHONE EXPENSE	2747	RE110223	CELL PHONE REIMBURSEMENT	40.00	
38	10-13-00-5341	VEHICLE OPERATION & MAINTENA	2735	7198	REPAIRS/FRONT BUMPER & GRILL	1,579.35	
39	10-13-00-5341	VEHICLE OPERATION & MAINTENA	350	13045	BATTERY/BELT/REPAIRS	494.52	
40	10-13-00-5383	JANITORS SUPPLIES	2985	1651661112	COFFEE/TOWELS/TP/CLEANERS	108.53	
41	10-13-00-5383	JANITORS SUPPLIES	5360	11VK-LJNT-4T6X	EXAM PREP	56.11	
42	10-13-00-5394	TRAINING MATERIALS	5360	11VK-LJNT-4T6X	CAR WASH SOAP	93.20	
43	10-13-00-5396	CONSOLIDATED DISPATCH EXPENS	4631	101123	PSAP JULY-SEPT 2023	34,940.34	
44	10-01-00-1010	CASH			ACCOUNTS PAYABLE OFFSET		209,960.65
ELECTRIC FUND							
45	20-20-00-1400	INVENTORY	4215	56779457	D2594 SET SCREW/AL TERMINAL	2,061.00	
46	20-20-00-5517	HYDRO PLANT MAINTENANCE	5373	19469	HYDRO MAINT/REPAIRS	2,607.37	
47	20-20-00-5517	HYDRO PLANT MAINTENANCE	5373	19470	HYDRO MAINT/REPAIRS	1,522.66	
48	20-20-00-5535	STATION EQUIP/BUILDING REPAI	194	A593554	CLEAR SILICONE	6.29	
49	20-20-00-5535	STATION EQUIP/BUILDING REPAI	219	S511876036.001	PULL LINE W/TRACER	118.02	
50	20-20-00-5535	STATION EQUIP/BUILDING REPAI	2451	61597	SPRAY PAINT	83.96	
51	20-20-00-5535	STATION EQUIP/BUILDING REPAI	2977	29941	ANNUAL FIRE SPRINKLER INSPEC	480.00	
52	20-20-00-5535	STATION EQUIP/BUILDING REPAI	2985	1651661112	WATER/CUTLERY/PLATES/CHIPS	86.16	
53	20-20-00-5535	STATION EQUIP/BUILDING REPAI	4973	18302263	DISPOSAL	1,412.01	
54	20-20-00-5543	SEASONAL DECORATIONS	2451	61699	SPRAY PAINT	17.92	
55	20-20-00-5556	AUDITING EXPENSE	5118	33404	AUDIT/PROGRESS BILLING	1,200.00	
56	20-20-00-1014	CASH			ACCOUNTS PAYABLE OFFSET		9,595.39
IT FUND							
57	22-22-00-5518	MAINTENANCE CONTRACTS	1493	130465	MANAGED IT SERVICES/ACRONIS	13,262.70	
58	22-22-00-1010	CASH			ACCOUNTS PAYABLE OFFSET		13,262.70
SEWER FUND							
59	30-30-00-1507	STORM SEWERS	4946	EST # 1	DIXON/AVE A STORM SEWER & WA	174,795.60	
60	30-38-00-5601	LAB APPARATUS & REAGENTS	4119	INV00166553	TESTING SUPPLIES	105.60	
61	30-38-00-5619	R & M -EQUIPMENT	5136	1039574	RETAINER BAR	368.00	
62	30-38-00-5636	ALARM SYSTEM EXPENSE	533	78420	MONTHLY ALARM/RADIO SERVICE	78.00	
63	30-38-00-5641	VEHICLE OPERATION & MAINTENA	110	0212067-IN	HINIKER STD/BOLTS/NUTS	190.66	
64	30-38-00-5641	VEHICLE OPERATION & MAINTENA	4656	R203016652:01	REPAIRS/2022 INTERNATIONAL	508.56	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
SEWER FUND							
65	30-38-00-5656	AUDITING EXPENSE	5118	33404	AUDIT/PROGRESS BILLING	600.00	
66	30-38-00-5657	ENGINEERING EXPENSE	5329	103023	ENGINEERING/YOUNG PROPERTY	90.00	
67	30-38-00-5682	UNIFORM EXPENSE	2985	1651661112	UNIFORM PANTS	125.90	
68	30-38-00-5682	UNIFORM EXPENSE	5319	7617	REIMB/UNIFORMS	250.00	
69	30-38-00-5684	SMALL TOOLS	5360	1JPN-RQK3-6YGC	FIRE HOSE SPRAY NOZZLE	48.85	
70	30-38-00-5685	SUPPLIES	194	A591589	CEMENT EDGER	11.69	
71	30-38-00-5685	SUPPLIES	194	A592799	FAST PLUG CEMENT	43.18	
72	30-38-00-5685	SUPPLIES	194	A592811	CONCRETE PATCHER/RESURFACE	66.13	
73	30-38-00-5685	SUPPLIES	194	A593530	RECIP BLADE	23.39	
74	30-38-00-5685	SUPPLIES	2451	60724	REBAR/SAW BLADE/IMPACT BIT	60.30	
75	30-38-00-5685	SUPPLIES	34	PC240214102	ELBOW/SEAL	15.95	
76	30-38-00-5685	SUPPLIES	4119	INV00160122	SOLAR BARRICADE LIGHT	413.66	
77	30-30-00-1010	CASH			ACCOUNTS PAYABLE OFFSET		177,795.47
WATER FUND							
78	40-40-00-1570	JOBS IN PROCESS	4361	0478426	UNITED METAL BLDG PROJECT	1,344.21	
79	40-40-00-1570	JOBS IN PROCESS	4946	EST # 1	DIXON/AVE A STORM SEWER & WA	36,406.40	
80	40-40-00-1570	JOBS IN PROCESS	5171	0249048	E 5TH/AVE A PROJECT	99.91	
81	40-48-00-5731	R & M-DISTRIBUTION SYSTEM	2451	60627	LUMBER	92.96	
82	40-48-00-5731	R & M-DISTRIBUTION SYSTEM	4467	23-31617	PAVEMENT CUTTING	525.00	
83	40-48-00-5731	R & M-DISTRIBUTION SYSTEM	4946	141	STONE	261.97	
84	40-48-00-5733	R & M-REMOVE & SET METERS	194	A592384	SPRAY PAINT	28.04	
85	40-48-00-5733	R & M-REMOVE & SET METERS	194	A592517	TAPE MEASURE	15.74	
86	40-48-00-5733	R & M-REMOVE & SET METERS	194	A592684	MASONRY BIT	8.44	
87	40-48-00-5756	AUDITING EXPENSE	5118	33404	AUDIT/PROGRESS BILLING	600.00	
88	40-48-00-5784	SMALL TOOLS	194	A593137	HAMMER DRILL/NUTS/BOLTS	211.70	
89	40-48-00-5785	SUPPLIES	2985	1651661112	LIQUID NAILS/GLUE/CAULK GUN	61.83	
90	40-40-00-1010	CASH			ACCOUNTS PAYABLE OFFSET		39,656.20
GARBAGE FUND							
91	50-50-00-5848	GARBAGE COLLECTION EXPENSE	1258	0721-007741652	MONTHLY CHARGES	87.45	
92	50-50-00-5852	RECYCLING CENTER EXPENSE	1258	0721-007744890	MONTHLY CHARGES	132.50	
93	50-50-00-5856	AUDITING EXPENSE	5118	33404	AUDIT/PROGRESS BILLING	300.00	
94	50-50-00-1010	CASH			ACCOUNTS PAYABLE OFFSET		519.95

CUSTOMER SERVICE CENTER

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
CUSTOMER SERVICE CENTER							
95	51-51-00-5116	POSTAGE	760	RE110223	POSTAGE BULK MAILING	3,500.00	
96	51-51-00-1010	CASH			ACCOUNTS PAYABLE OFFSET		3,500.00
MOTOR FUEL TAX FUND							
97	65-65-00-5957	ENGINEERING EXPENSE	5329	103023	ENGINEERING/2024 MFT GM	270.00	
98	65-65-00-1010	CASH			ACCOUNTS PAYABLE OFFSET		270.00
CUSTOMER UTILITY DEPOSITS							
99	75-75-00-2100	CUSTOMER UTILITY DEP-ACTIVE	4620	10312023	DEPOSIT REFUND	172.51	
100	75-75-00-2100	CUSTOMER UTILITY DEP-ACTIVE	T0005788	290130013	DEPOSIT REFUND	98.28	
101	75-75-00-1010	CASH			ACCOUNTS PAYABLE OFFSET		270.79
TOTALS:						455,949.64	455,949.64

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2624

**ORDINANCE AUTHORIZING SALE OF
UNUSED STREET EQUIPMENT**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

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

ORDINANCE NO. 2023-2624

WHEREAS, the City of Rock Falls Street Department owns, and has utilized previously the following equipment:

- 1996 Graco Gindlazer
- Western Spreader
- 1999 Graco Airless Lazer Striper
- Portable Fuel Tank
- 1993 Stepp Oil Jacketed Kettle
- Generator for lighting on trailer
- Snowblower for Skidloader
- Zero Turn Simplicity Mower
- Simplicity Mower
- Cattle panel fence

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

1. Pursuant to the provisions of 65 ILCS 5/11-76-4, the Mayor and City Clerk are authorized and directed to sell/trade-in/scrap on behalf of the City of Rock Falls, the afore mentioned equipment.
2. The Mayor and City Clerk are authorized and directed to execute all documents necessary in order to complete the sale/trade-in/scrap of the equipment as authorized herein.

Section 1. All prior ordinances in conflict herewith are hereby repealed.

Section 2. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 3. The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this Ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this Ordinance shall become effective upon its passage.

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

Passed this _____ day of _____, 2023.

Rod Kleckler, Mayor

ATTEST:

Pamela Martinez, City Clerk

AYE

NAY



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 2, Whiteside, 2023-914, Original, 24-00000-00-GM

BE IT RESOLVED, by the Council of the City of Rock Falls, Illinois that there is hereby appropriated the sum of

One Hundred Eighty Thousand & 00/100 Dollars (\$180,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Rock Falls shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Pamela J. Martinez, Clerk in and for said City of Rock Falls in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Rock Falls at a meeting held on 11/07/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11 day of November, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date Department of Transportation

Cover Letter

Dick Simon
City of Rock Falls
1109 Industrial Park Road
Rock Falls, Illinois 61071

09 / 25 / 2023

Re: Proposal for Professional GIS Services

Dick,

It is our absolute pleasure to serve as the City's GIS provider. You and your staff are great to work with and we are glad to be a part of your team. Included here is a GIS Services Agreement for continued Managed GIS Services. Should you have any questions, please do not hesitate to ask. We truly appreciate your business and look forward to many more years of partnering with you.

Sincerely,



Matt Junker, GISP
On-going Services Manager

GIS SERVICES AGREEMENT

This GIS SERVICES AGREEMENT (hereafter "Contract") is entered between the City of Rock Falls (hereafter "Client") and Cloudpoint Geospatial, Inc. (hereafter "Cloudpoint"). Said GIS services will be available following city departments under this contract: Electric, Fiber, Water, Sewer, and Street Departments.

CONDITIONS. This Contract will not take effect, and Cloudpoint will have no obligation to provide any services, until Client returns a signed copy of this Contract.

SCOPE AND DUTIES. Cloudpoint agrees to provide Client with GIS support services as described in more detail in "Attachment A" that is attached to this Contract. Client understands and agrees that additional services beyond those described on the attachment are not included in the scope of this Contract. Cloudpoint shall provide those services reasonably required to assist Client and shall take reasonable steps to keep Client informed of the progress of its services and to respond to Client's inquiries. Client shall keep Cloudpoint advised of any changes in Client's physical address, email address, telephone number or similar location and contact information.

REQUIREMENTS. Client agrees to provide the following requirements as part of this contract in order to meet the items specified in the scope of services.

1. Client shall maintain and keep current all software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein
2. Client shall maintain the necessary hardware devices to accomplish the tasks listed in the scope of services herein
3. Cloudpoint will not be obligated to provide GIS support services for hardware/devices of Client that are more than five (5) years old.

FEES AND TERM. Client agrees to pay Cloudpoint for its services at the following rate:

\$ 6,550.00 per month with a 2-year agreement

\$ 6,250.00 per month with a 3-year agreement

The initial term of this Contract shall commence on **November 01, 2023** and shall continue through and including

October 31,_____ at which time the Contract shall conclude unless extended by mutual agreement of both Cloudpoint and Client. Client will be required to pay the difference of the remaining value of the contract in the event that this Contract is canceled by Client (excepting cancellations for an uncured event of default by Cloudpoint) at any point after the initial ninety (90) days but before the end of the full term, and in any event, Client must provide Cloudpoint with not less than thirty (30) days' notice of Client's intention to cancel this Contract.

ADDITIONAL SERVICES. Client understands and agrees that, if Client desires additional GIS services from Cloudpoint or a separate project that falls outside of the scope listed herein, these services will be provided at the standard hourly billing rates as shown in "Attachment C" attached schedule of billing rates or under a separate contract.

PAYMENT. The Client agrees to pay Cloudpoint for all services performed and all costs incurred in accordance with this Contract. Invoices for Cloudpoint's services shall be submitted, at Cloudpoint's option, either upon completion of such services (if additional services outside of the scope of listed herein are requested) or on a monthly basis. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, Cloudpoint may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

INDEMNIFICATION. Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnatee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services including breach of any obligation under this Agreement, except to the extent caused by the negligent or intentional act or omission of the Indemnatee or its agents.

LIMITATION OF LIABILITY. In recognition of the relative risks, rewards and benefits of the project to both the Client and Cloudpoint, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Cloudpoint's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$100,000. Such causes included, but are not limited to, the Cloudpoint's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

EFFECTIVE DATE. This Contract shall take effect when Client has performed the conditions stated in Paragraph 1.

Signatures

In witness thereof, City of Rock Falls and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein on date: _____

City of Rock Falls

Signature	_____
Name	_____
Title	_____
Address	_____
City, State, Zip	_____

Cloudpoint Geospatial

Signature	<i>Erin Strickler</i>
Name	Erin Strickler
Title	Vice President
Address	1407 W Front St
City, State, Zip	Roanoke, IL 61561

Attachment A – Scope of Services

Managed GIS Services (Advanced)

Professional Managed GIS Services will be provided to the Client on an on-going basis throughout the length of the contract. These services will be provided on the ArcGIS Enterprise and ArcGIS Online platforms and will be carried out by a dedicated project manager who will provide ongoing consultation to the Client regarding their GIS needs. The designated project manager for Advanced level services will be a certified GIS Professional as designated by the GIS Certification Institute (GISCI). Most services will be provided remotely. These services require a minimum two-year contract. Discounts may be available for contracts longer than two years.

The initial month of services will consist of a review of any of the client's existing GIS software and workflows. If necessary it will also include the setup and configuration of any Esri software and accounts on the Client's behalf. Software costs are not included in this contract.

The following services will be provided as part of this contract:

Administrative Services

- Dedicated Project Manager
- General GIS assessment
- Review of existing licensing, users, data, and GIS workflows
- GIS planning meetings (Monthly)
- Up to two (2) on-site visits per month
- Correspondence with other agencies for obtaining or exchanging pertinent GIS data

Software Services

- Setup of ArcGIS Enterprise and ArcGIS Online
- Administration of ArcGIS Online, ArcGIS Enterprise, and Portal for ArcGIS
- Setup, deployment, training, and support of any Esri Field Applications
- ArcGIS Pro and ArcGIS Enterprise software upgrades

Data Configuration and Maintenance

- Maintenance of all authoritative GIS layers, Web Maps, and Web Mapping Applications
- Configuration of ArcGIS Solutions (3 per year)
- Configuration workflow solutions using ArcGIS Applications (4 per year)
- Creation of internal GIS data viewer Web Mapping Application
- Creation of external GIS data viewer Web Mapping Application
- Routine updates to all authoritative feature services described in "**Attachment B**"
 - Adding small sets of data received from consultants, contractors, developers, or others
 - Routine updates of utility features per drawings, sketches, CAD files, etc.
 - Updating imagery layer from County

Data Requests

- Response to digital GIS data requests from outside entities
- Coordination with 3rd party software vendors requesting GIS access or information
- Creation of special purpose Web Maps for Client projects
- Creation of special purpose printable maps for Client projects

Support

- On call remote GIS technical support available M-F 8AM-5PM CST (for up to 10 users)
 - Troubleshooting GIS applications (ArcGIS Pro, ArcGIS Online, and ArcGIS Enterprise)
 - Editing workflows
 - Software issues and bugs
 - Esri Field Applications
- Remote GIS training for web, desktop, or mobile applications (up to 8 hours per month)
- Support of Trimble GNSS equipment
- Routine backups of all ArcGIS Online and Portal for ArcGIS items (up to 1,000 GB of data)

The following services are not included in this contract but can be completed upon request as stated:

- Separate Contract
 - Data collection
 - Data creation
 - ArcGIS extensions such as Hub, Parcel Fabric, GeoEvent, and Utility Network
- Hourly rates
 - Support of software and services outside of Esri and Trimble
 - Workflow automations requiring additional software

Attachment B – Current Layers in Rock Falls GIS

Electric Distribution

AMI Collector/Repeater
Capacitor Bank
Down Guy
Electric Poles
Enclosures
Fuse Bank
Light
Miscellaneous Feature
Secondary Pedestal
Service Location
Substation
Switch Bank
Transformers Bank
Empty Duct
Overhead Guy Wire
Primary Overhead Line
Primary Underground Line
Secondary Overhead Line
Secondary Underground Line
Transmission Line 34 5kV

Fiber Network

Fiber Interconnect
Fiber Marker
Hub
JULIE Marking
Missing Fiber Vaults
Patch Panel
Pedestal
Splice Closure
Storage Loop
Structure
Terminal
Conduit
Fiber Cable
Fiber Service Drop
Fiber Hoods
Phase1
Duct Package Location
Security Cameras

Water Distribution

Water Curb Stop Valves
Water Fittings
Water Hydrants
Water Main Crossing
Water Network Structures
Points of Interest
Water Sampling Stations
Water Service Connections
Water System Valves
Well Locations (Structure)
Water Casings
Water Lateral Lines
Water Mains
Water Manhole
Water Control Valve
Water Pressure Zones
Tracer Wire Box
Lead Gooseneck Hot Spots
Lead Gooseneck Status
Future Grant Projects
Engineering Plans
Demolished Buildings
Water Main Breaks (wLeak)

Sewer (Sanitary and Storm)

Sewer Clean Outs
Sewer Control Valves
Sewer Manholes
Sewer Network Structures
Sewer System Valves
Sewer Vault
Sewer Gravity Mains
Sewer Pressurized Mains
Sewer Bend
Storm Discharge Points
Storm Inlets
Storm Manholes
Storm Gravity Mains
Storm Open Drains
Storm Network Structures

Basemap/Misc.

Site Address Points
Road Centerlines
Landforms
Facility Sites
Waterbodies
Easements
Owner Parcels
Building Footprints
Municipal Boundary
Barricade
Corn Row Snow Pile
Parade Routes
Trails
GPS Points
Land Use Permit Polygons (Building Dept.)
Zoning District

Attachment C – Standard Hourly Billing Rates

Hourly Billing Rates

Listed below are the standard hourly billing rates for Cloudpoint personnel effective January 1, 2023.

Professional Services	Class	Hourly Rate
Principal	PRI	\$205
Director	DIR	\$194
Senior Project Manager	PMSR	\$189
Project Manager	PM	\$184
Senior Engineer / Analyst / Developer	GISA 5	\$194
Geospatial (Solutions) Engineer / GIS Analyst / Developer 4	GISA 4	\$179
Geospatial (Solutions) Engineer / GIS Analyst / Developer 3	GISA 3	\$163
Geospatial (Solutions) Engineer / GIS Analyst / Developer 2	GISA 2	\$147
Geospatial (Solutions) Engineer / GIS Analyst / Developer 1	GISA 1	\$131
Senior GIS Professional	GISP 5	\$173
GIS Associate / Professional 4	GISP 4	\$158
GIS Associate / Professional 3	GISP 3	\$152
GIS Associate / Professional 2	GISP 2	\$137
GIS Associate / Professional 1	GISP 1	\$121
Senior GIS Technician	GIST5	\$147
GIS Technician 4	GIST4	\$137
GIS Technician 3	GIST3	\$116
GIS Technician 2	GIST2	\$100
GIS Technician 1	GIST1	\$85
GIS Intern	GINT	\$75
Administrative	Admin	\$75
Rates are subject to change. Client will be notified 30 days prior to rate change.		

10/27/2023

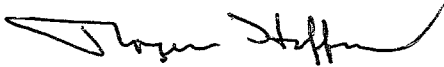
To: City of Rock Falls

From: Hoffman Brothers Partnership

Subject: Intent to renew Cash Farm Lease dated July 14, 2020

Per the lease signed July 14, 2020 we are giving written notice of our intent to renew the lease on 10 acres of farm land east of the City Sewer Plant for the next year (March 1, 2024 to February 2025). If this is acceptable please send us an extension that I can sign.

Regards,

A handwritten signature in black ink, appearing to read "Roger Hoffman", with a stylized flourish at the end.

Roger Hoffman – Managing partner – Hoffman Brothers Partnership

Gaulrapp Farms

City of Rock Falls

October 31, 2023

Rock Falls, IL 61071

To whom it may concern,

We would like to continue farming the city sewer plant property (Zapp farm) for the 2024 season . I would like to keep the rent at the current \$225.00 per acre.

Thank you,

Mike Gaulrapp

A handwritten signature in black ink, appearing to read "Mike Gaulrapp", written in a cursive style.

STARCOM21 USER AGREEMENT

THIS STARCOM21 USER AGREEMENT including all Attachments hereto (the "User Agreement") is made as of _____ (the "Effective Date") by and between Motorola Solutions, Inc., a Delaware corporation ("Motorola"), and _____ ("User"). No modification, amendment or waiver of any provision of this User Agreement shall be effective unless approved in writing by each of the Parties hereto.

Introduction

In 2001, Motorola and the State of Illinois ("State") entered into Contract #TCVS1500, as amended January 15, 2005 and as amended subsequently, hereinafter referred to as the "Contract" pursuant to which the State agreed to lease from Motorola, and Motorola agreed to build, own and operate, a statewide, trunked-digital voice radio network for the State. As part of that contract, the parties agreed that the network, commonly referred to as the STARCOM21 Network ("STARCOM21") had to have the capability of being expanded consistent with the Public Safety Wireless Network for use by other federal, state and local agencies as well as qualified non-governmental entities. The Contract is an indefinite quantity, non-exclusive contract established for the use of State agencies, universities, boards, authorities and commissions (collectively "State Users"), and is also established for the use of federal, county and local governmental agencies and qualified non-governmental entities. The Parties executed a new contract ("STARCOM21 Contract") in June 23, 2023, which effectually continues the same products and services as provided in the Contract, as well as offers new products and services. All products and services provided herein are subject to the STARCOM21 Contract.

The Parties agree that the User Agreement shall be the vehicle that will be utilized to identify the terms and conditions that non-State Users will agree to in order to be able to access STARCOM21. Motorola is obligated in the STARCOM21 Contract to provide certain levels of performance, and this User Agreement coordinates the rights and responsibilities of the parties in compliance with the STARCOM21 Contract's performance requirements. The obligations of Motorola to the State in the STARCOM21 Contract take precedence over anything herein.

Pursuant to the STARCOM21 Contract, Motorola is required, under the direction, guidance and oversight of the State, to supervise the day-to-day operations of STARCOM21 and maintain, and oversee, STARCOM21's performance, coverage, functionality, availability, and reliability requirements. As a result of additional governmental and non-governmental entities utilizing STARCOM21, the State established an Oversight Committee. That Oversight Committee will govern the manner in which STARCOM21 is used by governmental and non-governmental entities. The State and Motorola are required to develop a joint system administration plan for STARCOM21.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Motorola and User hereby covenant and agree that all the provisions above are hereby incorporated by reference, as if fully set forth herein, and hereby covenant and agree as follows:

1. DEFINITIONS:

ISP: Illinois State Police. The ISP provides common communication channels to county and local law enforcement agencies including VHF frequencies known as "ISPERN" and "TREACH" and its inter-

jurisdictional radio communications known as “HF-4”. STARCOM21 will incorporate and supplement these frequencies by interfacing the frequencies to ISP dispatch consoles.

ISPERN: Illinois State Police Emergency Radio Network is a dedicated VHF high-band radio channel established in 1965 to provide interagency communications capability to municipal, county, State, and Federal law-enforcement agencies to facilitate coordination of operations, wide-area dissemination of criminal or traffic offense information, and officer safety, and shall be integrated with STARCOM21.

IREACH: Illinois Radio Emergency Assistance Channel is a dedicated radio channel, 155.055 MHz, used for coordination of official public-safety activities by State or local agencies, including police, fire, EMS, IEMA, highway maintenance and natural resources, and shall be integrated with STARCOM21.

STARCOM21: Statewide, leased, trunked, digital voice mobile radio system being made available to the State by Motorola in compliance with the features, statewide coverage requirements, system performance, grade of service and reliability and other requirements set forth in the STARCOM21 Contract between Motorola and the State. As part of the STARCOM21 Contract, Motorola is required to deploy, install and commission an infrastructure comprised of at least 169 tower sites or other “high” repeater sites, outfitted with fixed radio and transport equipment. The infrastructure will utilize the radio trunking control protocol conforming to the Association of Public Safety Communications Officials (“APCO”) Project 25 common air interface (“CAP”) standard. Subscriber services and user equipment must conform to APCO P25 standards for functionality, interoperability and construction.

2. ACCEPTANCE

This document, including the preceding clauses and any attachments, will become a contract when accepted in writing by an authorized employee of Motorola and an authorized signatory of the User. It is agreed that services will be provided only on the terms and conditions herein.

3. SERVICES AND USER FEES

3.1 User requests, and Motorola agrees to provide, the additional services at the fees detailed on Attachment A that are unique to User and that do not conflict or limit Motorola’s ability to meet its obligations to the State under the STARCOM21 Contract. The fees do not include any taxes, assessments or duties, all of which will be paid by User, except as exempt by law. User and Motorola understand and agree that User shall load on STARCOM21 the radios specified in Attachment A pursuant to the schedule set forth in that attachment (User may load the specified radios onto STARCOM21 in advance of the schedule with prior written approval of Motorola).

3.2 User understands and agrees that any and all programming of User equipment or other related expenses associated with the service provided to User under this User Agreement shall be the responsibility of and paid for by User. Any incompatibility resulting from equipment provided by User shall be at User’s sole risk, responsibility and expense. Motorola agrees to take no action that would result in programming or reprogramming of User equipment prior to discussing such action with User.

3.3 User specifically acknowledges that Motorola is managing STARCOM21 on behalf of the State and is only authorized to provide access to STARCOM21 in accordance with its obligations under the STARCOM21 Contract. To the extent that any User authorizes Motorola to use its resources in connection with STARCOM21 (e.g. frequencies, towers, sites, etc.) all STARCOM21 Users shall be entitled to use

such resources in connection with their use of STARCOM21, subject to FCC restrictions or authorizations. The provisions of this paragraph 3.3 are subject to the following requirements:

- a. Any expansions of STARCOM21 to accommodate radio communication needs for authorized, non-State users cannot compromise or degrade STARCOM21's functionality and performance, service level (i.e. "Grade of Service"), availability, and radio coverage for existing STARCOM21 Users. Motorola will be required to provide STARCOM21 Users access to any additional working channels or sites deployed to expand STARCOM21 at no additional cost to the State.
- b. Participating STARCOM21 Users that have patching requirements will need to have such requirements reviewed and approved by the Motorola System Manager and, if applicable, the Oversight Committee. Approval of additional patching is contingent on the impact that the patches will have on the Grade of Service for existing STARCOM21 Users.

The use of vehicular repeaters on STARCOM21 is contingent on spectrum availability and will need to be reviewed by the Motorola System Manager and, if applicable, the Oversight Committee.

User further understands certain talk group prioritization of non-first responder public safety users may occur.

4. REGULATORY ISSUES

4.1 It shall be the responsibility and obligation of User to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over User in order to enter into this User Agreement.

4.2 User understands that numerous entities, including, without limitation, public safety users and special emergency users, will utilize STARCOM21.

4.3 User understands that pursuant to Federal Communications Commission (FCC) rules only certain entities are qualified to utilize STARCOM21. User represents and warrants that it will meet all FCC eligibility requirements to utilize STARCOM21 during the term of this User Agreement. User represents, warrants and covenants on the date hereof and throughout the term of this User Agreement that it is, and will remain, qualified to utilize STARCOM21 and that it meets, and will continue to meet, all such FCC eligibility requirements. If for any reason User finds that it is not in compliance with FCC regulations, it shall immediately notify Motorola in writing, (but under no circumstances exceeding 14 days) and outline a course of action to come into compliance within a reasonable period of time.

4.4 User understands and acknowledges that some or all of the licenses pursuant to which STARCOM21 operates are held by governmental and non-governmental entities, who are also Licensees. For purposes of this User Agreement, a Licensee is defined as a qualified governmental or non-governmental entity that owns its own frequencies and agrees to allow those frequencies to be utilized on STARCOM21 by STARCOM21 participants. User acknowledges that all shared transmitter use must be subject to Licensees' control. User understands there may be significant consequences to Motorola and other STARCOM21 Users should access to and use of such transmitters be unreasonably withheld by a Licensee.

4.5 User understands that Motorola and/or the Licensees can discontinue service, remove one or more licenses from STARCOM21, or take any other steps that they reasonably believe are in the best

interests of STARCOM21 or that may be necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim on the part of User against Motorola or the Licensees. Motorola shall provide written notice to User of any action under this paragraph no less than ninety (90) days prior to taking such action unless otherwise required by law.

5. TERM

5.1 Unless otherwise provided in Attachment A, this User Agreement will remain in full force and effect for a period of one (1) year from the Effective Date. After such one (1) year period, it shall automatically renew for additional one (1) year periods unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding anything contained herein or in Attachment A to the contrary, expiration of the STARCOM21 Contract (CMT2028589) due to the time limit set forth in either: a) the Illinois Procurement Code (30 ILCS 500/20-60 et al.); or b) the contract itself, shall not result in the automatic termination of this Agreement, provided that Motorola and the State enter into a functionally equivalent replacement contract to ensure continuity of services and operation of the STARCOM21 radio system.

5.2 In the event any frequency authorization held by User, Motorola, or any other Licensee under which STARCOM21 operates is revoked by the FCC, then Motorola may elect to terminate this User Agreement without any liability to Motorola or the Licensees, upon written notification from Motorola to User.

6. ASSIGNMENT SUBCONTRACT

User may not assign its rights or delegate its duties hereunder in whole or in part without the express written consent of Motorola. Motorola may assign its rights, delegate or subcontract its duties hereunder in whole or in part consistent with Motorola's obligations under the STARCOM21 Contract, provided that written notice is given to User.

7. ADDITIONAL UNITS

If User is not in default, then at any time during the term of this User Agreement or any renewal period hereof, service will be provided for additional radios ordered by the User. Such services will be invoiced pursuant to Attachment A.

8. COVENANTS OF USER

User agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other users using STARCOM21. Motorola reserves the right to temporarily suspend service to specific radio users subsequent to notification of the user due to harmful interference or disruptive radio use created by such individual user. Any such action shall not give rise to any claim on the part of User against Motorola or STARCOM21 Users. User recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, Motorola may propose modifications to this User Agreement to comply with any such changes in FCC requirements, and User shall not unreasonably withhold approval of such changes.

9. COVERAGE

9.1 STARCOM21 coverage prediction is based on the knowledge of the propagation of radio signals and the ways in which they are attenuated as they travel through the atmosphere, over terrain, through trees, around buildings, and around various obstacles. Predicted coverage is dependent on many factors including the following: (1) transmitter power; (2) receiver sensitivity; (3) antenna gains; (4) transmission line loss; (5) antenna height; (6) noise; (7) tree density; (8) buildings; (9) terrain variations; and (10) atmospheric conditions. Coverage is also dependent on user factors including: (1) antenna type and location; (2) radio programming; (3) battery condition of portables; (4) maintenance of the radio; and (5) firmware version.

9.2 User acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Motorola and STARCOM21 Users. Other causes beyond the reasonable control of Motorola and STARCOM21 Users include but are not limited to motor ignition and other electrical noise that could be minimized by corrective devices at User's expense.

10. DEFAULT AND REMEDIES

10.1 If (a) User fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by Motorola to User or (b) User defaults under a System Management Agreement or similar agreement whereby User contracts with Motorola for management services for User's FCC license(s) in conjunction with STARCOM21 and such default continues beyond any applicable cure period, then the User shall be deemed in default under this User Agreement.

10.2 In the event of default by User hereunder, Motorola has the right, at its option, to immediately terminate this User Agreement, retain all payments made hereunder, deny User any service provided by STARCOM21, and impose a separate charge for disconnect and a separate charge for reconnect expenses, each in an amount reasonably determined by Motorola. If disconnect takes place, User may also be subjected to additional costs for reprogramming its equipment in an amount reasonably determined by Motorola and User agrees to immediately pay all such costs. Each and all of the rights and remedies of Motorola hereunder are cumulative to, and not in lieu of, each and every other such right and remedy and every other right and remedy afforded by law and equity. In the event that Motorola determines that it is necessary to exercise the rights above, then Motorola will provide User written notice of its intention to exercise such right and provide ninety (90) days notice prior to the exercise of such right.

11. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

WITH RESPECT TO ANY EQUIPMENT WHICH MAY BE USED CONSISTENT WITH THIS USER AGREEMENT TO ACCESS STARCOM21 OR ANY SERVICES PROVIDED HEREUNDER, MOTOROLA AND STARCOM21 USERS HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT (WHETHER PURCHASED OR LEASED BY USER FROM MOTOROLA OR FROM A THIRD PARTY) AND SERVICES, INCLUDING BUT NOT

LIMITED TO, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. INTERRUPTION OF SERVICE; FORCE MAJEURE

Notwithstanding any other provision of this User Agreement, neither Motorola nor STARCOM21 Users shall be liable to User or any other person for any loss or damage, regardless of cause, for interruption, delay, or loss of radio service except as described in Section 13 hereof. Motorola and/or STARCOM21 Users do not assume and shall have no liability under this User Agreement for failure to provide, interruption, or delay in providing service due directly or indirectly to causes beyond the control of Motorola and/or STARCOM21 Users or their agents, employees or contractors, including without limitation, matters listed in Sections 8 and 9 herein, results of the rebanding projects, acts of God, acts of a public enemy, acts or failures to act on the part of any third party, acts by civil or military authority, governmental priorities, strikes or other labor disturbances; earthquakes, fires, floods, epidemics, embargoes, war or riot. In the event of any failure or delay attributable to the fault of Motorola, STARCOM21 Users or their agents, employees or contractors, User's sole remedy shall be limited as is more fully described in Section 13 below.

13. LIMITATIONS OF LIABILITY

13.1 User acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Neither Motorola, nor Licensees shall be liable to User for any claims, loss, damages or cost that may result from lack of privacy on STARCOM21.

13.2 Neither Motorola, nor STARCOM21 Users shall be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 700 or 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of User and/or Motorola.

13.3 Neither Motorola, nor STARCOM21 Users shall be liable for any defacement or damage to User's motor vehicle(s) or any personal or real property resulting from the presence of 700 or 800 MHz radio and ancillary equipment.

13.4 NO INDEMNIFICATION SHALL BE PROVIDED HEREUNDER BY MOTOROLA OR LICENSEES.

13.5 EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY RELATED TO THE SERVICES PERFORMED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE PRICE OF THE USER FEES AND SERVICES IDENTIFIED IN ATTACHMENT A WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED (UNLESS LIABILITY IS OTHERWISE DISCLAIMED HEREIN IN WHICH CASE, MOTOROLA SHALL HAVE NO LIABILITY).

13.6 USER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL MOTOROLA, OR STARCOM21 USERS HAVE ANY LIABILITY TO USER UNDER THIS USER AGREEMENT FOR LOSSES OR DAMAGES OF ANY KIND RELATED TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, LOSSES OR

DAMAGES IN EITHER CONTRACT WARRANTY, INDEMNIFICATION, NEGLIGENCE, OR STRICT LIABILITY IN TORT, OR OTHERWISE.

13.7 USER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL LICENSEES HAVE ANY LIABILITY TO USER UNDER THIS USER AGREEMENT FOR LOSSES OR DAMAGES OF ANY KIND RELATED TO SERVICES PERFORMED HEREUNDER, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, LOSSES OR DAMAGES IN EITHER CONTRACT WARRANTY, INDEMNIFICATION, NEGLIGENCE, OR STRICT LIABILITY IN TORT, OR OTHERWISE.

13.8 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER MOTOROLA, NOR LICENSEES WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, SAVINGS, OR PROFITS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS USER AGREEMENT, THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES PURSUANT TO THIS USER AGREEMENT.

13.9 No action for contract breach or otherwise relating to the transactions contemplated by this User Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

13.10 User does not waive any of its protection under the Local Government and Governmental Tort Immunity Act.

14. NOTICES

Any notice or demand required or permitted to be given or made hereunder shall be given or made by certified or registered mail to the addresses shown immediately below the signature of the parties' signatory to this User Agreement.

15. WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

16. GENERAL

In the event of a conflict between the obligations of Motorola to User under this User Agreement and the obligations of Motorola to the State under the STARCOM21 Contract, the obligations of Motorola to the State will take precedence over those to User hereunder. No modification or amendment of this User Agreement, including any attachments hereto, shall be valid unless made in writing and signed by the parties hereto. This User Agreement constitutes the entire agreement of the parties related to the subject matter hereof and shall supersede all prior offers, proposals, negotiations and agreements, except where incorporated into or referenced by this User Agreement. If any provision of this User Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or

unenforceable, the remainder of this User Agreement shall not be affected thereby. This User Agreement is exclusively for the benefit of the parties hereto and STARCOM21 Users and shall, under no circumstances, be deemed to benefit any other party whatsoever except STARCOM21 Users. This User Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. All of the Sections in this User Agreement shall survive the expiration or termination of this User Agreement for any reason, with the exception of the following: Sections 1, 2, 5, 6 and 7.

IN WITNESS WHEREOF, User and Motorola, by and through their authorized representatives, have made and executed this User Agreement.

MOTOROLA

MOTOROLA SOLUTIONS, INC., a Delaware corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

Address
Motorola Solutions, Inc.
Attn: Commercial Counsel
Motorola Solutions Law Department
500 West Monroe, 43rd Floor
Chicago, IL 60661

Copy to:
Motorola Solutions, Inc.
Attn: STARCOM21 System Manager
2100 Progress Parkway
Schaumburg, IL 60196

USER

By: _____
Printed Name: _____
Title: _____
Date: _____

Address

ATTACHMENT A

**ATTACHMENT A
TO
STARCOM21 USER AGREEMENT**

THIS ATTACHMENT A TO THE USER AGREEMENT sets forth the STARCOM21 management services to be provided by Motorola and the fees for those services.

STARCOM21 Management Services

Motorola shall perform the following STARCOM21 management services:

- Shared Access, Maintenance, and System Upgrades of the Motorola Owned Master Site – Master Switching Office (Zone Controller).
- 24x7 Maintenance of the Motorola Owned RF Site Infrastructure.
 - On-site Response
 - Depot Repair
 - Remote Monitoring
 - HVAC Maintenance (of STARCOM21 sites)
 - Generator, Battery, UPS Maintenance (of STARCOM21 sites)
 - Generator Fuel
 - Antenna System Maintenance
- Telco Leased Line – Site Connectivity
 - Motorola will provide connectivity to the STARCOM21 sites.
- Software Maintenance
 - Motorola will provide a Software Subscription Agreement (SSA) as part of the Annual Fee (as defined below). The SSA includes software and hardware upgrades only to Motorola owned STARCOM21 infrastructure.
 - Motorola agrees not to make any software or hardware changes to the Master Switch Office which would require upgrades to the User infrastructure without advance notification to User.

Any services not specifically set forth above shall not be provided by Motorola, including, but not limited to the following:

- Radio hardware maintenance
- Any software or hardware upgrades that may be required to the User owned infrastructure or radio units.

The radios will be loaded on STARCOM21 in accordance with the following schedule:

Fees

The initial monthly fee for STARCOM21 management services shall be calculated as follows: the number of radios loaded on the system multiplied by \$ _____ ("Monthly Fee"). The parties have agreed that initially there will be _____ radios loaded on the system. The initial annual fee shall be the monthly fee multiplied by twelve (12). The monthly fees will be invoiced Net 30. There shall be no airtime charges (i.e., roaming) assessed. User will be invoiced on a monthly basis in advance of the period of service. Payment will be due net thirty (30) days after date of invoice. All fees are subject to increase based upon the terms of the STARCOM21 Contract. The STARCOM21 management services will increase at times and amounts as set forth in the rate schedules in the Starcom 21 Contract.

Additional Terms and Conditions to the User Agreement

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to User under this User Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. User may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this User Agreement. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by User to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide User with access to its confidential and proprietary information, including cost and pricing data. This User Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the services performed under this User Agreement. This Section shall survive the expiration or termination of the User Agreement.

The term "STARCOM21 Contract" shall include any and all amendments, revisions or replacements thereof as may now exist or be agreed upon from time to time by Motorola and the State.

EMPLOYEE ASSISTANCE PROGRAM

CONTRACT FOR SERVICES

This contract for service is entered into this, First day of January 2024, by Moeller, Myers and Associates PC, with an office located at 3917 E. Lincolnway, Suite C, Sterling, Illinois, 61081, and City of Rock Falls-Rock Falls Police Department, with offices located at 603 W. 10th Street, Rock Falls, Illinois, 61071. Each of the above mentioned shall herein be referred to respectively as “MMA” and/or “City of Rock Falls Police Department.”

CONDITIONS

- I. In consideration of the conditions and responsibilities set forth for City of Rock Falls Police Department, MMA agrees to:
 - A. Provide an Employee Assistance Program to City of Rock Falls Police Department employees.
 1. Yearly General Mental Health Screenings scheduled by the employee around their employment anniversary date and provide verification of attendance to appointment.
 2. All educational services provided by the Employee Assistance Program shall be available to all City of Rock Falls Police Department employees.
 3. Assessment and referral services shall be available to all City of Rock Falls Police Department employees.
 4. All mental health treatment services beyond their job duties and including personal/family issues shall be billed to their health insurance plan. Employees not covered by City of Rock Falls Police Department health insurance plan will be provided these services at their expense or if they are covered by another health insurance plan that pays for services provided.
 - B. Refer clients in need of alcohol and/or drug abuse treatment to the community resource network based upon identified client needs.
 - C. Provide outpatient assessment, treatment, referral, and aftercare services for City of Rock Falls Police Department employees, with mental health concerns.
 - D. Provide the previously specified outpatient services to City of Rock Falls Police Department employees during scheduled hours. These hours are as follows:

	Office Hours:	Appointment Hours:
Monday – Thursday	8:30 AM – 4:30 PM	8:30 AM – 8:30 PM
Friday	8:30 AM – 4:00 PM	8:30 AM – 6:00 PM
Saturday & Sunday	Closed	By appointment
 - E. Crisis intervention Services, Debriefing Sessions and Training shall be provided onsite or in office, initiated by the Rock Falls Police Department contact person.

- F. Refer employees in need of inpatient psychiatric hospitalization to appropriate resources based on identified needs.
 - G. Establish and maintain relationships with community psychiatrists that will provide mental health services to City of Rock Falls Police Department employees and their dependents.
 - H. Charge City of Rock Falls Police Department for all treatment services provided under this agreement at rates set forth in Attachment A which are guaranteed for one (1) year from the effective dates of this agreement.
- II. In consideration of the conditions and responsibilities set forth for MMA, City of Rock Falls Police Department agrees to:
- A. Designate MMA as a preferred provider through preferential reimbursements levels with their insurance carrier(s).
- III. The term of this agreement shall commence January 1, 2024, and will automatically renew annually. Termination of this contract is required in writing with 60 days prior notice.

The parties hereto have entered into this agreement as of the date written as witnessed by the signatures of the responsible parties listed below.

MOELLER, MYERS & ASSOCIATES PC

CITY OF ROCK FALLS POLICE DEPARTMENT

By _____

By _____

Title _____

Title _____

Attachment A

MOELLER, MYERS & ASSOCIATES P.C.

**EMPLOYEE ASSISTANCE PROGRAM
RATE STRUCTURE**

Standard Rate:

**Contract Rate:
City of Rock Falls Police Department**

Management Trainings & Workshops:

\$ 150.00 per hour

\$ 140.00 per hour

Crisis Intervention on-site or in office:

\$ 150.00 per hour

\$ 140.00 per hour*

Individual Or Group Mental Health Sessions:

\$150.00

\$140.00 per hour

*Crisis Intervention/Critical Incident Debriefing will be billed on as needed basis. If it becomes excessive (over 10 hours in a calendar year) we can review and discuss reimbursement

Signed by: _____ Signed by: _____

Date: _____ Date: _____

WRITE OFFS JULY 2023 - SEPTEMBER 2023

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<u>BANKRUPTCY</u>													
TROXTELL, CAROL	29-00550-14	77.84	48.85		15.68		6.52		5.64		1.15		77.84
WESTFALL, BRIAN	14-01280-03	331.70			254.66	8.36	67.51	1.17					331.70
<u>TOTAL</u>		409.54	48.85	0.00	270.34	8.36	74.03	1.17	5.64	0.00	1.15	0.00	409.54
<u>DECEASED</u>													
DZIUDZEK, JOSHUA	9-00930-17	393.28	121.23	9.25	188.78	9.39	59.76	2.09			2.78		393.28
FRANKS, RICHARD D	21-00060-00	604.30	102.45	2.65	366.41	2.25	105.59	0.79	21.99	0.89	1.28		604.30
HEY, KATHLEEN	6-00870-01	378.68			290.38	9.94	76.97	1.39					378.68
MILES, ASHLEY	23-01410-09	480.18			367.53	12.80	98.05	1.80					480.18
REGLIN, SUSAN	14-00660-01	248.26	59.50		107.62		42.99		37.60		0.55		248.26
RODRIGUEZ, AMY	11-00130-08	293.03			224.70	7.68	59.57	1.08					293.03
TONEY, MARIO	32-00260-29	495.74	91.91	4.48	185.88	10.69	188.44	12.90			1.44		495.74
WILLIAMS, MAXINE	11-00330-01	161.43	23.34	1.17	84.46	2.35	29.70	0.83	18.50	0.93	0.15		161.43
<u>TOTAL</u>		3,054.90	398.43	17.55	1,815.76	55.10	661.07	20.88	78.09	1.82	6.20	0.00	3,054.90
<u>SPECIAL CIRCUMSTANCE</u>													
DOHRN TRANSFER CO	33-08001-36	13,038.37	13,038.37										13,038.37
HELP AT HOME LLC	27-01390-09	277.93	78.31		118.99		68.86		10.33		1.44		277.93
SHAW, JOSHUA	42-00630-05	460.47			352.53	12.71	93.45	1.78					460.47
<u>TOTAL</u>		13,776.77	13,116.68	0.00	471.52	12.71	162.31	1.78	10.33	0.00	1.44	0.00	13,776.77
<u>AGED OUT</u>													
AGUILAR-BALCAZAR, G	44-00530-22	153.28	82.94	1.13	36.82	0.83	19.44	0.41	9.43	0.22	2.06		153.28
BATLEY, JESSICA	29-00970-18	557.29	398.59	13.59	90.55	3.43	39.65	1.45			10.03		557.29
CATHEY, PATRICK	29-00920-12	252.59	121.76	7.01	79.65	3.97	35.90	1.50			2.80		252.59
CHAPMAN, SARA	7-00430-24	76.57	12.14	1.02	43.79	1.10	18.06	0.35			0.11		76.57
COX, AARON	20-00480-00	10.15	9.87								0.28		10.15
FREDERICK, CHRYSYAL	23-00450-04	293.87	159.57	10.94	63.95	3.53	26.37	1.10	23.17	1.36	3.88		293.87
GALES, JACOB	18-00200-22	535.33	84.56	5.53	259.94	15.40	158.34	9.86			1.70		535.33
GALVAN, CHRISTINA	21-01700-05	117.50	62.59		30.79		16.05		8.07				117.50
JOHNSON, RHONDA	23-00620-03	84.62	8.89	1.24	50.45	2.21	16.02	0.77	4.13	0.80	0.11		84.62
KAHLY, LARRY	13-00910-14	661.67	402.61	18.84	124.07	4.92	68.75	2.30	28.64	1.29	10.25		661.67
MANON, DUSTIN	27-01950-26	205.13	129.04	0.19	40.86	0.12	16.87	0.05	14.81	0.05	3.14		205.13
MILLER, DUSTIN	23-01270-06	182.63			140.17	5.52	36.42	0.52					182.63
PRITCHARD, LEONARD	23-00940-04	212.20	137.87	4.08	36.62	1.00	15.14	0.33	13.28	0.41	3.47		212.20
REYNOLDS, EUGENE	25-01460-15	95.86	48.05	2.56	23.46	1.37	10.31	0.81	7.93	0.23	1.14		95.86

WRITE OFFS JULY 2023 - SEPTEMBER 2023

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
RIPPY, LISA	30-00990-15	202.20	98.89	2.38	53.57	2.08	22.10	0.76	19.42	0.71	2.29		202.20
SCHOON, KIMBERLY B	9-01150-12	34.82	25.37	0.00	4.91		2.80		1.07		0.67		34.82
TENORIO, SAMANTHA	15-02930-06	453.72	302.22	13.60	62.45	4.21	42.10	2.59	21.27	1.32	3.96		453.72
WIDENER, BRANDON	11-00780-12	545.75	161.89	9.41	218.97	11.99	104.59	5.71	27.33	1.66	4.20		545.75
WORLEY, STEPHANIE	11-01720-13	609.78	348.94	16.25	126.52	6.13	63.51	2.84	35.34	1.65	8.60		609.78
<u>TOTAL</u>		5,284.96	2,595.79	107.77	1,487.54	67.81	712.42	31.35	213.89	9.70	58.69	0.00	5,284.96
<u>GRAND TOTAL</u>		22,526.17	16,159.75	125.32	4,045.16	143.98	1,609.83	55.18	307.95	11.52	67.48	0.00	22,526.17

Rock Falls Chamber of Commerce

Sam Smith

E: sam@rockfallschamber.com

601 W 10th Street

Rock Falls, IL 61071

(815)625-4500

www.RockFallsChamber.com

DATE : 10/4/2023

The Rock Falls Chamber is excited to bring Hometown Holidays back to Rock Falls in 2023. Our goal is to bring great joyful events that unite our community, support our local businesses, and make Rock Falls a wonderful place to call our hometown.

This event is being held in the RB&W Park, at the request of Rock Falls Tourism and the City of Rock Falls. It is a free event directly benefiting the city, its residents, and our tourism oriented friends.

-For these reasons, we are asking that all fees associated with RB&W Park usage be waived.

RB&W Park Requests

-Fees associated with RB&W Park usage be waived.

- Road Closure of East 2nd Street in front of park only. Closing from Ave A - halfway to Wood Ave.

Leaving hotel access open its guests.

-Local businesses as vendors to be able to advertise and sell items in the park.

-Driving access for vendors spaces, food truck and trailer parking on concrete.

-Road closure for wagon rides – (see map).

-Santa's Sleigh trailer display on East 2nd St in front of the park, on the road.

-Petting zoo and pony ride trailers located on East 2nd Street in front park, on the road.

-Balloons to be handed out to children and Christmas character displays.

-Approval of local performers, such as high school choir, and other musicians performing Christmas music.

-Using volunteers and staff for event security.

-One dumpster will be provided for trash.

-Two port-a-potties will be provided for attendees.

Thank you for your past support of this special event and your consideration in 2023. We are grateful for our partnership with the City of Rock Falls and Rock Falls Tourism. We are especially grateful to be able to bring this event to our community in 2023.

Sincerely,
Sam Smith, Executive Director





Rock Falls Tourism – Event Sponsorship Grant

Insurance Waiver (If applicable)

Organization agrees to provide Liquor liability insurance covering the serving or sale of alcoholic beverages to the public at the Event in the amount not less than \$1,000,000 per occurrence. Such insurance shall include by endorsement, the RFT, and its directors, officers, employees and affiliated companies as additional insured for the Event.

Inquiries may be directed to:

Rock Falls Tourism Director
601 W. 10th Street, Suite 1A
Rock Falls, IL 61071

Telephone: 815-622-1106 | Cell: 815-590-7330
Email: director@visitrockfalls.com

Application

Application Date: 10/4/23 Application Received: 10/5/23
Event Name: Home town Holidays
Date(s) of Event: Nov 16-18, 2023 [] New Event [X] Existing Event of 37+ years
Cost of Admission per person: Free
Potential Attendance this year: 4,000 Actual Attendance last year:
Potential Overnight Stays this year: 12 Actual Overnight Stays Last Year:

Budget for Event
Overall Budget for Event: \$10,000
Amount Requested from RFT: \$1,000
Amount Received from other Entities: \$7,000
Projected Net Income from Event: X

Requesting Organization Name: Rock Falls Chamber
Address: 601 W. 10th Street, Rock Falls

Contact Person: Sam Smith Telephone: 815-625-4500
Email: sam@rockfallschamber.com Cell Phone: 779-245-3805

[X] Not-for-profit [] Civic group [] For profit business



Rock Falls Tourism – Event Sponsorship Grant

Explain in detail the impact of the event to the community at large: (continue on another page if necessary)

Please see attachment

Projected number of overnight stays: 12 Projected attendance: 4,000
How will the grant money be utilized for the event? (continue on another page if necessary)

Please see Attachment

Will Liquor be sold? NO if so, attach copy of insurance waiver.

Type of Signage needed for event (these must be returned to RFT within one week after your event):

Banner Yard Sign - how many 2?

I, the undersigned, understand the following:

- The submission of an application does not guarantee an award
- To my knowledge information provided is true and accurate
- Failure to comply with the requirements associated with this request may jeopardize any future funding from RFT
- If applicable, that my organization will provide proper insurance coverage as indicated in these guidelines

I do hereby agree to all the terms and conditions contained in the guidelines which I acknowledge that I have received, read and fully understand.



Rock Falls Tourism – Event Sponsorship Grant

Signed

Date

10/4/23

For Rock Falls Tourism Board ONLY

Action Taken:

Approved

Denied

Comments:

Date Received: _____ Date of Action: _____ Release of Funds Date: _____

Located in RB&W Riverfront Park

Community State Bank - \$\$GIVEAWAYS\$\$

Treats and more give-aways
Heritage Woods of Sterling
Hot chocolate bar

**United Country Sauk Valley Realty
- Becky Echebarria**

Basket and promo items, hot chocolate and free popcorn, craft for the kids

Salvation Army free hot cocoa

Sweet Butts

Offering Cotton Candy with Glow Sticks

Girl Scouts of NI

Kid's Activities
SERVPRO Sterling
Ornament DIY - Reindeer food for kids and SERVPRO information/swag

Illinois State Treasurer Office
Calendars, band-aids, jar openers, chip clips, nail files

First Student

Games & give-aways

Leslie Hinton Tupperware

candy and more

Kayla & Khloe Pop It's and Fidgets

giveaways

Lutheran Social Services of Illinois

make and take craft for kids

YWCA of the Sauk Valley

Giveaway of promo items

Lularoe

Free leggings

Flanagan State Bank

Kid Friendly Craft

Surf Internet

Decorate ornaments

Majeski Motors

Vehicle, elves, lights/hot cocoa, coloring contest/gift basket give away

- 2022 -

\$1,000 Giveaway Rules

One lucky Christmas walk attendee will go home with a \$1,000 in their pocket. What a great gift just in time for Christmas!

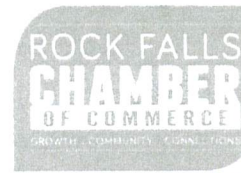
TO ENTER the drawing, FREE tickets are available at locations (see map) from 5:00-7:00pm during the Christmas Walk. Get your ticket, meet at the RB&W Riverfront Stage at 7:30pm, and watch Santa receive a package from the North Pole with the winning ticket #.

THE RULES:

- Upon receiving a ticket to participate, you agree to the rules of the \$1,000 Christmas Walk Give-Away.
- First prize \$1,000.
- The drawing of winning tickets will be supervised by Rock Falls Chamber Staff and volunteers, within a minimum of three people present at the time of drawing.
- The winner **MUST BE PRESENT** at the time of the drawing announcement to win. The winner will have 30 seconds from the announcement of the winning ticket. If the prize is not claimed, a new winner will be drawn. This process will repeat until a ticket is drawn for present ticket holder. Must be 18 years or older to participate and win.
- The winner agrees to allow their picture to be taken and published.
- The winner agrees to provide the following contact information: Name, address, phone number, and drivers license or id to verify age/identity.

EVEN MORE ACTIVITIES WILL BE LOCATED ALONG THE CHRISTMAS WALK. JOIN IN THE FUN AND VISIT THEM ALL!

**LIKE HOMETOWN HOLIDAYS ON FACEBOOK!
FACEBOOK.COM/RFHOMETOWNHOLIDAYS**



- 2022 -

Rock Falls Christmas Walk

MAGIC MOMENTS 1987-2022

**\$1,000
CASH GIVEAWAY**

SPONSORED BY



**FREE ENTRIES AT BOOTH LOCATIONS
COMMUNITY STATE BANK BOOTH | ROCK FALLS CHAMBER BOOTH
WICKERT INSURANCE/BLACKHAWK HILLS
UNITED WAY (BY WAGON RIDES)
& MAGIC MOMENTS BOOTHS ON 2ND STREET & 1ST AVE**

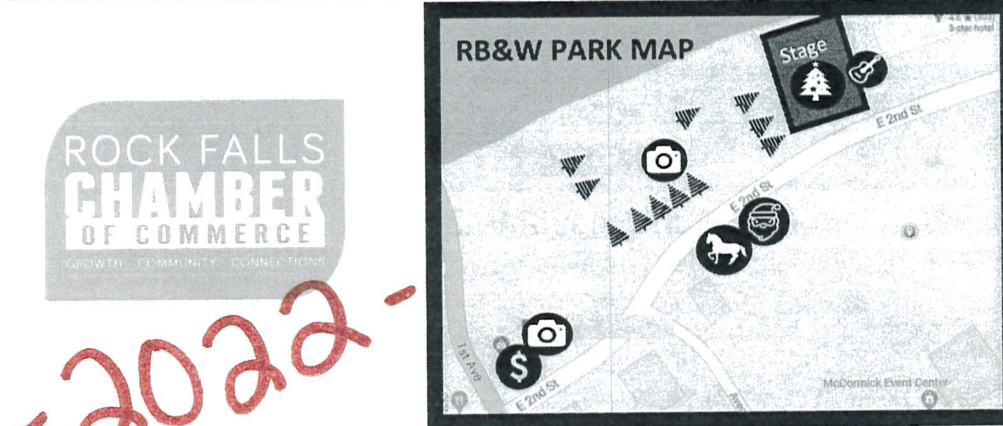
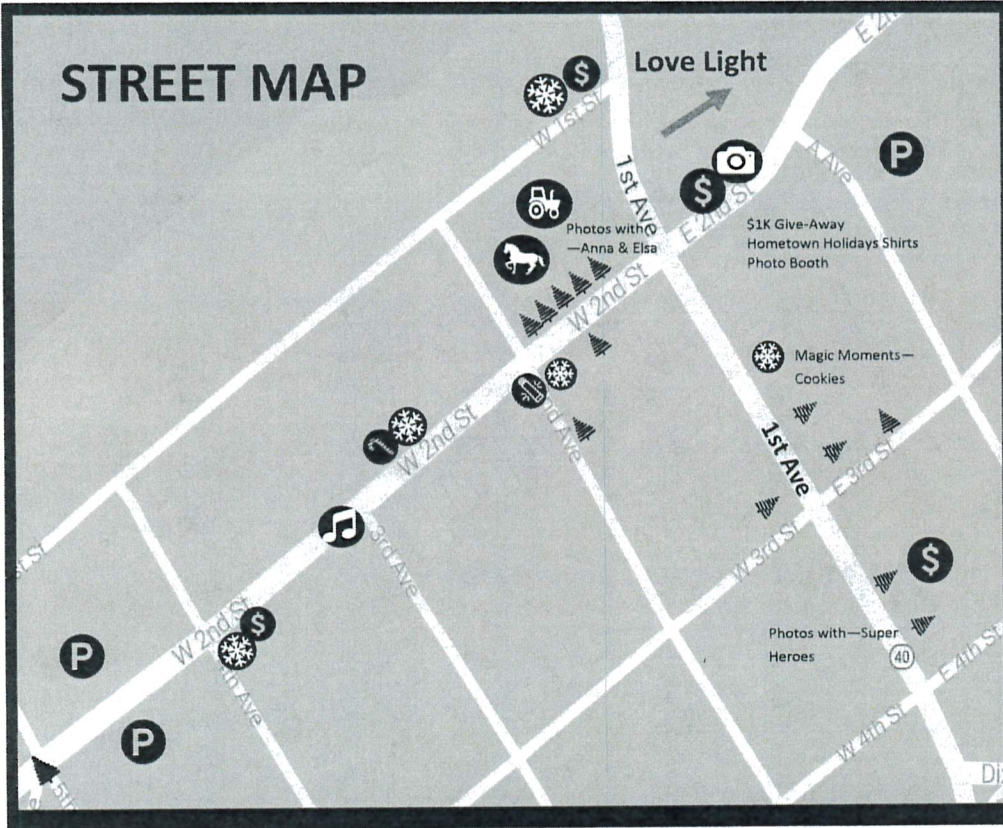
THANK YOU HOMETOWN HOLIDAYS SPONSORS



Find our Digital Map at
www.rockfallschamber.com/hometownholidays

-2022-

STAGE SCHEDULE
 5:00pm - Salvation Army Kettle Kick Off
 5:30 Rock Falls High School Choir | 6:00 - Love Light Ceremony
 7:00 Barn Ratz | 7:30pm \$1,000 Give-Away



- Santa & Mrs. Claus** - Visit and snap a photo - FREE
- Living Christmas Card** - Take festive photos perfect for your Christmas card - FREE
- Love Light Tree** - Love Light Ceremony & \$1,000 Giveaway drawing location- FREE
- Entertainment Stage** - Live performances by local performers - FREE
- Wagon Rides** - Snuggle up on a horse drawn wagon ride - FREE
- Magic Moment Stops** - Treats, ornaments, & give-aways at these special stops. - FREE
- \$1,000 Give-Away Ticket Locations** - Win with free tickets at these locations - FREE
- Open Houses / Booths** - Activities, games, entertainment, giveaways, holiday treats - FREE
- Christmas Hay Rack Rides** - by Coloma Park District - FREE

Open House & Booth Activities
 Most activities, treats, and items are free!

Located on 1st Ave **Located on 2nd Street**

- Sauk Valley Bank**
Wagon ride with treats - Free
- Rock Falls Chamber - \$\$GIVEAWAYS\$**
\$1K GIVE-AWAY TICKET LOCATION
Photo booth and cookies
- Chakra Tree Crystals**
Kids Christmas craft
- Country Financial and Selmi's Flower Shop**
Frozen Wonderland - Photos with the Grinch & cookies
- Johnson Oil Company**
Give away treat
- Wickert Insurance (Blackhawk Hills)**
\$1K GIVE-AWAY TICKET LOCATION
DIY Custom hot chocolate bar—free
- Shay Brown State Farm**
Winter Wonderland—Super Hero Characters PLUS—State Farm swag and treats
- Magic Moments Booth**
Free cookies & Hometown Holidays commemorative ornaments
- Coloma Park District Hayrack Ride**—Free
- United Way New Office (corner of 1st & 1st)** —**\$1K GIVE-AWAY TICKET LOCATION**

- PC Tech 2 U**
Winter Wonderland—Photos with Frozen Character—And More!
- Flipside Coffee and Espresso Bar**
- Stahr Media**
Winter Wonderland—Photos with Buddy the Elf—Plus Elfie Selfie Photo Stand, Thicksten's popcorn goodie bags, Elf Movie marathon
- Couture Hair and Day Spa**
- Dave's Coffee Cakes / La Familia Corner Tap**
Spiked Hot chocolate for adults and free cookies for kids
- Eagle's Club**
Cookies and treats
- Lotus Wellness**
Lots of GIVEAWAYS!! 20-50% OFF RETAIL SPECIALS, Spa service specials and snacks
- THREE—Magic Moments Booths**
* Glowsticks & Stickers—free
* Candy Cane & Stickers -free
3 - \$1k Give-away Tickets

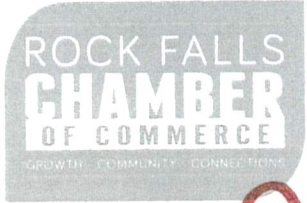
Located on 3rd Street

- Kirkland Family Chiropractic Center**
Cookies

Located on 2nd Ave

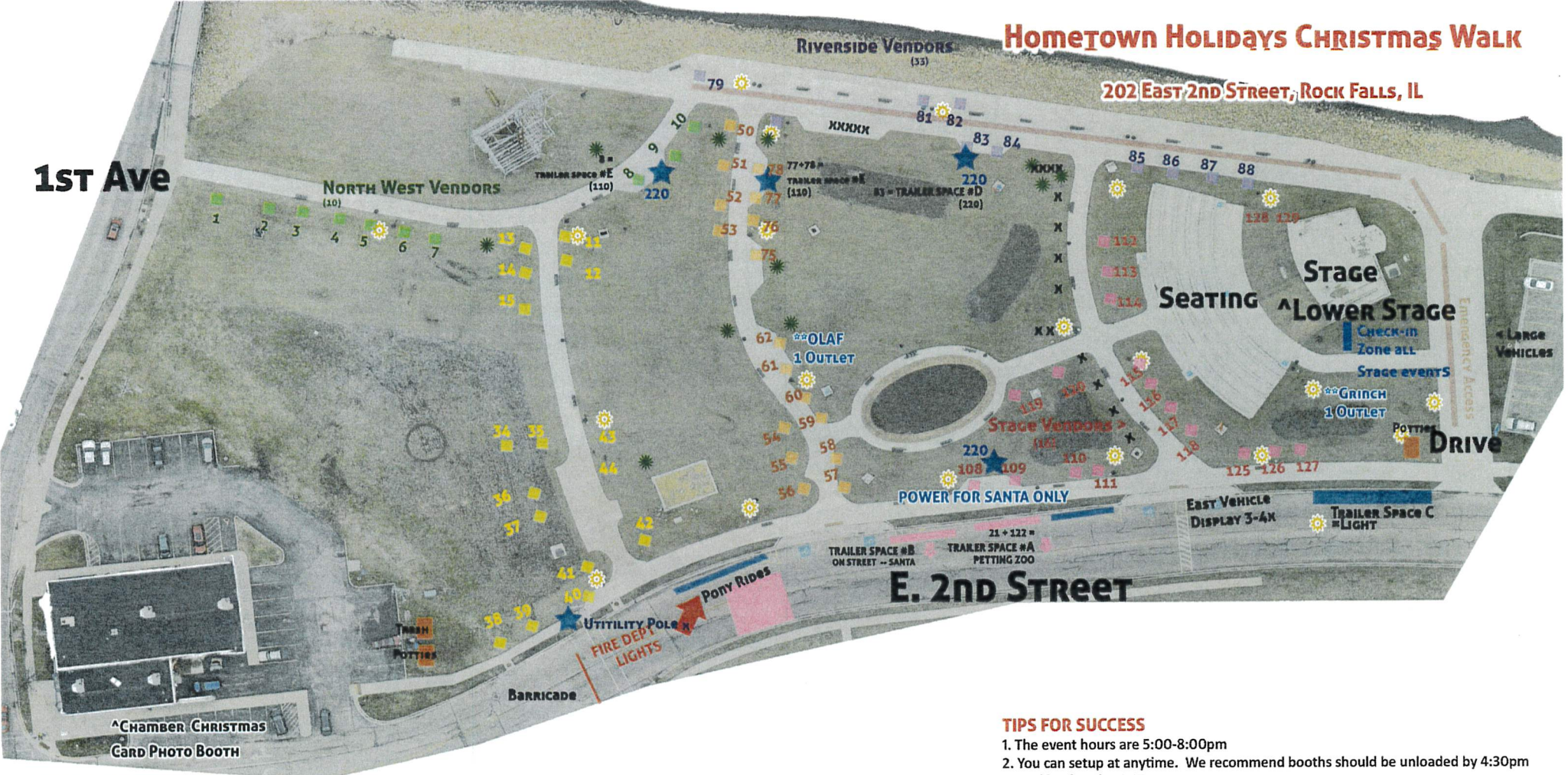
- Bens Phresh Kuts**
Christmas tree snack cakes and juice boxes.
Chance to win haircut certificates

-2022-



HOMETOWN HOLIDAYS CHRISTMAS WALK

202 East 2nd Street, Rock Falls, IL



RULES TO REMEMBER

1. ALWAYS KEEP SAFETY FIRST. EACH RULE BELOW IS SAFETY RELATED.
2. SETUP IN THE GRASS to ensure families can safely pass on the crowded sidewalks.
3. WE PROVIDE SPACE ONLY. You are welcome to bring tables, decorations, activities, etc.
4. TENTS MUST be weighted - NOT STAKED. You are liable for injury caused by unweighted tents.
5. It can be windy - make sure you have clipboards weights for light weighted items.
6. NO PARKING on the street during the event. All unloading must be completed & vehicles removed by 4:45.
7. If you need more space for safety/traffic flow, or other reasons, move further back into the grass.
8. We tried to put everyone in a well lit space. If there is an unassigned space with better light, you may move.

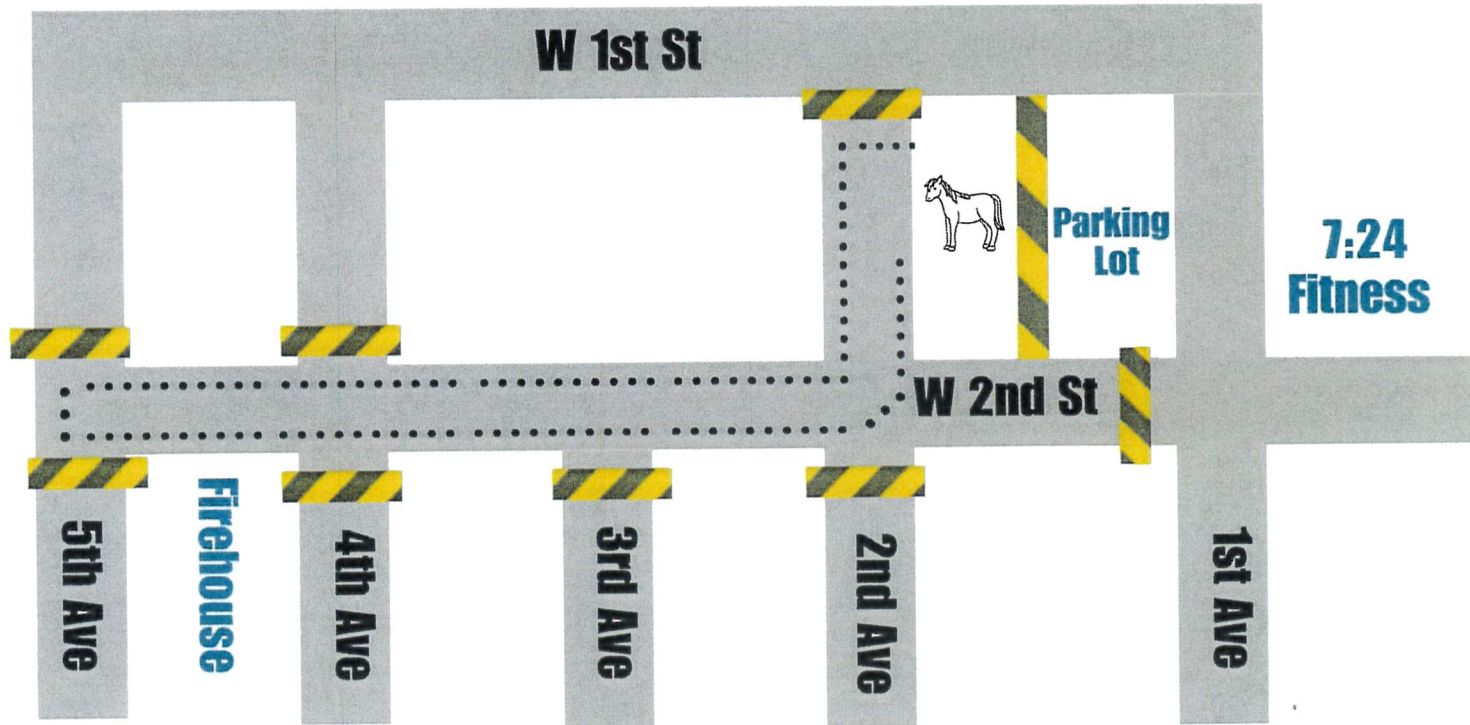
TIPS FOR SUCCESS

1. The event hours are 5:00-8:00pm
2. You can setup at anytime. We recommend booths should be unloaded by 4:30pm and in place by 4:45pm.
3. Have fun! Your participation in this event helps make our community special.
4. Expect to see 1,000+ people walking through the RB&W Park. The more activities you have the more will visit! It is okay to give away something special to the 1st 100 people.
5. Bring battery operated lights/lanterns. No electricity available.
3. THIS IS NOT A SALES FOCUSED EVENT, HOWEVER IT IS AN EXCELLENT PROMOTION OPPORTUNITY FOR YOUR BUSINESS. Most treats are given away and lots of people have activities. We highly recommend hosting an activity! Sales displays and actual sales are absolutely allowed! But - remember to bring business cards, coupons, and fliers for shoppers to use later.

- Setup 11/15-16
 - Everything Picked up 11/17
 - Potties + Dumpsters gone by 11/20
 - On the Road: Santa, Petting Zoo, Pony Rides, Food Truck

- need drive access
 - need power at stage plus others.
 - Road Closure E. 2nd St = Ave A - 1/2 to Wood Ave (in front of park only)

2023 Hometown Holidays - Horse & Hay Rack Rides



- Christmas Walk 11/17, 5-8p
- 3pm Closures:
 - West 2nd Street, 1st Ave to 5th Ave - for safety of the horses and pedestrians
 - 1st Ave, partial parking lot - West side closed for safety of the horses and pedestrians. East side of the parking lot left open for parking.



FERGUSON WATERWORKS #2521
 1720 STATE ST
 DEKALB, IL 60145-2617

Phone: 815-756-2800
 Fax: 815-756-2877

Deliver To:	
From:	TJ Rodebaugh
Comments:	

21:57:55 OCT 10 2023

Page 1 of 1

FERGUSON WATERWORKS #2516
 Price Quotation
 Phone: 815-756-2800
 Fax: 815-756-2877

Bid No: B184812
 Bid Date: 10/09/23
 Quoted By: KAL

Cust Phone: 815-822-1108
 Terms: NET 10TH PROX

Customer: CITY OF ROCK FALLS
 603 W 10TH ST
 ROCK FALLS, IL 61071

Ship To: CITY OF ROCK FALLS
 603 W 10TH ST
 ROCK FALLS, IL 61071

Cust PO#:

Job Name: GATEWAY COLLECTOR

Item	Description	Quantity	Net Price	UM	Total
N1345800	GATEWAY R900 CELLULAR V4 CELLULAR OR ETHERNET	1	12641.220	EA	12641.22
N1307910	OUTDR UPS SYSTEM ASSY	1	3149.510	EA	3149.51
N1314610	R900 GATEWAY RF ANTENNA	1	519.510	EA	519.51
SP-INSTALLGATEWAY	INSTALLATION OF R900 GATEWAY SYSTEM	1	6943.690	EA	6943.69
Net Total:					\$25253.43
Tax:					\$0.00
Freight:					\$0.00
Total:					\$25253.43

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DETERMINED YOUR DIVERSITY GOALS REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found online following this document, or on the web at <https://www.ferguson.com/content/webstore-10/0/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Water Reclamation Expense Request

Vendor	Hydro-Kinetics Corporation
Address	5741 Manchester Ave, Saint Louis, MO 63110
Phone	314-520-7240
Contact	Alex Bernard
Amount	\$13,900.10
Purpose	Repair 6 Gorman Rupp Pumps

Completely rebuild all six of the tertiary filter vacuum pumps. Four of six are leaking oil and by completing all of them at one time we will save several thousand dollars in travel expense. All six pumps are original to the wastewater plant and have surpassed the expected time for a rebuild. For reference one new pump would cost \$4,426.00 plus installation. Hydro-Kinetics was selected because they are the Gorman-Rupp service center for Rock Falls.

Agreement Number: 3096
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: For and in consideration of the mutual covenant and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR and LICENSEE agree to the following:

1. **PREMISES DEFINED:** Subject to all terms and condition of this Agreement, 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 SP, shown on the attached Exhibit B (hereinafter “Premises”), and legally described as follows:

A strip of Hennepin Canal land twenty (20) feet in width, being ten (10) feet on each side of a centerline, parallel to and thirty-three (33) feet northerly of the centerline of Eleventh Street in the City of Rock Falls, Section 34, Township 21 North, Range 7 East of the 4th Principal Meridian, Whiteside County, Illinois

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 ten years, beginning on the 1st day of February, 2024, (“Effective Date”) and ending on the 31st day of January, 2034, (“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 Thirty-Two and no/100 Dollars (\$132) 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 the operation and maintenance of an aerial electric wire 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. SUPERSESSSION: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

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

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

IDNR:
Department of Natural Resources
Div. of Concession & Lease Management
One Natural Resources Way
Springfield, IL 62702-1271
Telephone: 217/782-7940
DNR.LandUseAgreements@illinois.gov
Emergency Contact: Kyle Goetz
Location: Hennepin Canal SP
Telephone: 815/ 454-2328

LICENSEE:
City of Rock Falls
Attn: Michelle Conklin
603 West 10th Street
Rock Falls, IL 61071-2854
Telephone: 815/622-1110
mconklin@rockfalls61071.com
Emergency Contact: Rock Falls Police Dept.
Location: 1013 7th Ave, Rock Falls, IL 61071
Telephone: 815/ 622-1140

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make

available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

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

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

Agreement Number: 3096
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: Pam Gray, Division Manager
Division of Concession and Leases

BY: _____

Title: _____

FEIN No.

Agreement Number: 3096
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: _____

Exhibit B

Agreement Number: 3096

Site Name: Hennepin Canal

Location Code: 50-2761-1

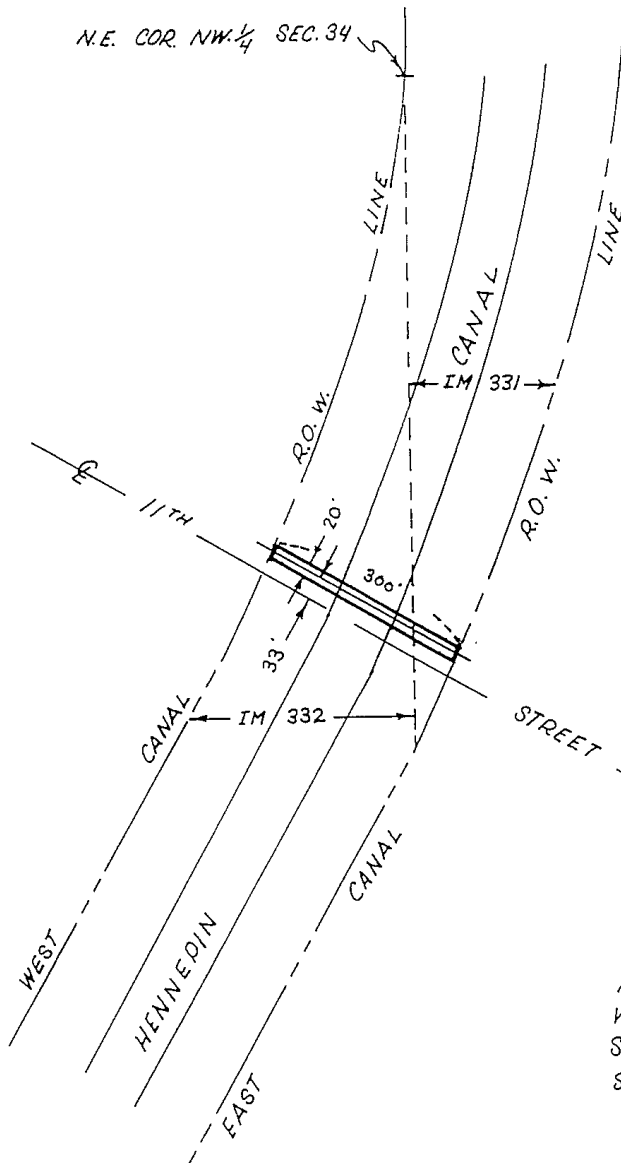


EXHIBIT "B"
LICENSE NO. 3096

HENNEPIN CANAL
WHITESIDE CO.
SEC. 34, T. 21 N., R. 7 E., 4TH PM.
SCALE : 1" = 200'