

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

July 1, 2025
5:30 p.m.

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

Audience Requests

Matt Hicks - Sauk Valley Water Ski Shows

Community Affairs - Rock Falls Chamber of Commerce, Sam Kersey President/CEO

Consent Agenda:

1. Approval of minutes from the June 17, 2025 City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinance for 1st Reading:

1. Ordinance No. 2025-2699 - Amending Chapter 18, Article V Stop and Yield Intersections ☞
2. Ordinance No. 2025-2700 - Amending Chapter 16, Article V of the Rock Falls Municipal Code Providing for a Class D-3 Liquor License ☞

Resolutions:

1. Resolution 2025-937 - Authorizing the Extended Term of the Municipal Insurance Cooperative Agency Insurance Pool and Approving its Amended By-Laws ☞

City Administrator Robbin Blackert:

Information/Correspondence

Matt Cole, City Attorney
Corey Buck, City Engineer

Aldersperson Reports/Committee Chairman Requests

Ward 1

Aldersperson Bill Wangelin – Public Works/Public Property Committee Chairman/Tourism Committee

Aldersperson Gabriella McKanna – Finance/Insurance/Investment Committee Chairman/Utilities Committee

1. Recommendation from the Utility Committee to approve the purchase of a 2025 walk-behind trencher and 2025 trailer from Vermeer Midwest, 1801 179th Street North, East Moline, IL 61244 in the amount of \$33,674.59. ☞
2. Recommendation from the Utility Committee to approve the purchase of a 2025 Chevrolet Silverado 2500 truck with plow package from Kunes Auto Group, 2811 North Locust Street, Sterling, IL 61081 in the amount of \$65,551.10. ☞
3. Recommendation from the Finance/Insurance/Investment Committee to approve the change for GLP-1 Health Insurance Coverage with the implementation of the EnCircleRX Program with Continuation of Treatment as of 01/01/2026. ☞

Ward 2

Aldersperson Vickey Byrd

Aldersperson Marshall Doane

Ward 3

Aldersperson Steve Dowd – Police Fire Committee Chairman

Aldersperson Nathan Stahr

Ward 4

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

Aldersperson Cathy Arduini

Mayor's Report:

Adjournment

Next City Council Meeting – July 15, 2025, at 5:30 p.m.

Posted: June 27, 2025

Michelle Conklin, Deputy City Clerk

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

City of Rock Falls

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

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

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on June 17, 2025, in the Council Chambers by Mayor Rod Kleckler.

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

2025 Groundwater/Electric/Water Reclamation Scholarship:

Presentation of Scholarship to Addison Watts.

Ted Padilla presented the 2025 Groundwater/Electric/Water Reclamation Scholarship to Addison Watts for \$1,500.00.

Ted gave a history of the scholarship and why it was started.

Audience request:

Don Cheshier brought to the City Council an issue with a street address and problems that have arisen from a duplicate house number. Google Maps has chosen the wrong house for this address and wants to know how to get it fixed. Larry Hanrahan stated he has someone that can help with getting things corrected on Google.

Request for Road Closure:

Request from John Watts to close E. 2nd Street between Avenue A and the entrance to the Holiday Inn on June 28, 2025, from 8:00 a.m. until 9:00 p.m. for the Touch A Truck of Rock Falls event.

A motion was made by Alderman Wangelin to approve the Road Closure request from John Watts from E. 2nd Street between Avenue A and the entrance to the Holiday Inn on June 28, 2025, from 8:00 a.m. until 9:00 p.m. for the Touch A Truck Event of Rock Falls Event and second by Alderman Doane.

Vote 7 aye, motion carried.

Community Affairs: Rock Falls Chamber of Commerce, Sam Smith President/CEO

None

Consent Agenda:

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

1. Approval of minutes from the June 17, 2025, City Council Meeting
2. Approval of bills as presented.

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

Vote 7 aye, motion carried.

Ordinance for 2nd Reading and Adoption:

1. Ordinance 2025-2697 – Appropriation Ordinance for Fiscal Year 2026 – Beginning May 1, 2025, and Ending April 30, 2025.

A motion was made by Alderwoman McKanna to approve the second reading and adoption of Ordinance 2025-2697 – Appropriation Ordinance for Fiscal Year 2026 – Beginning May 1, 2025, and Ending April 30, 2025, and second by Alderwoman Arduini.
Vote 7 aye, motion carried.

2. Ordinance 2025-2698 – Amending Chapter 18, Article V – Stop and Yield Intersections
A motion was made by Alderwoman McKanna to approve the second reading and adoption of Ordinance 2025-2698 – Amending Chapter 18, Article V – Stop and Yield Intersections and second by Alderwoman Arduini.
Vote 7 aye, motion carried.

Resolutions:

1. Resolution 2025-936 – Amending Real Estate Tax Abatement 1609 1st Avenue, Rock Falls, IL 61071 (Ready Lab, LLC)
A motion was made by Alderwoman McKanna to approve Resolution 2025-936 – Amending Real Estate Tax Abatement 1609 1st Avenue, Rock Falls, IL 61071 (Ready Lab, LLC) and second by Alderwoman Arduini.
Vote via Voice, all approved, motion carried.

City Administrator:

None

City Attorney:

None

City Departments:

Melinda Jones, Tourism, reminded City Council of ‘Sic the Mag’ event on Thursday, June 19, 2025. Hotels are all booked for Thursday night, local restaurants are doing specials, the cars will start coming in around 3 with over 300 cars expected.

Alderman Reports / Committee Chairman Requests

Alderman Doane gave an update on the curb and gutters on Ave A and a Thank You to John Watts for the Touch A Truck Event on June 28, 2025.

Mayor’s Report:

None

A motion was made by Alderman Doane to adjourn and second by Alderwoman Arduini.
Vote via voice, all approved (5:52 p.m.)

Pamela Martinez

Pamela Martinez, City Clerk

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

07/01/2025 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 | \$2,667.74 |
| General Fund | \$64,455.22 |
| Building Code Demolition Fund | \$14,478.60 |
| Industrial Development | \$265.30 |
| TIF Downtown Redevelopment | \$533.00 |
| Electric | \$250,898.59 |
| Sewer | \$24,534.88 |
| Water | \$56,239.06 |
| Garbage | \$1,010.96 |
| Customer Service Center | \$14,162.05 |
| Motor Fuel Tax | \$273.60 |
| Customer Utility Deposits | \$231.20 |
| | <hr/> <hr/> |
| | \$429,750.20 |

Alderman McKanna
Alderman Wangelin
Alderman Byrd
Alderman Stahr

INVOICES DUE ON/BEFORE 06/20/2025

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|--------------|------------------------------|-----------------------|------------|
| ----- | | | |
| TOURISM | | | |
| 05 | TOURISM | | |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 427.04 |
| 5308 | LEAF | 1,196.09 | 96.96 |
| | TOURISM | | 524.00 |
| GENERAL FUND | | | |
| 01 | ADMINISTRATION | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 1,410.00 |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 20.07 |
| | ADMINISTRATION | | 1,430.07 |
| 04 | BUILDING | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 3,157.47 |
| 5308 | LEAF | 1,196.09 | 96.96 |
| | BUILDING | | 3,254.43 |
| 05 | CITY CLERK'S OFFICE | | |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 42.48 |
| 688 | PITNEY BOWES INC | | 182.58 |
| | CITY CLERK'S OFFICE | | 225.06 |
| 06 | POLICE | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 530.00 |
| 2268 | SINNISSIPPI ROD AND GUN CLUB | | 2,200.00 |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 193.60 |
| 5110 | KUNES COUNTRY AUTO GROUP | 63,063.58 | 200.83 |
| 5177 | DUSTIN SUGARS | | 42.55 |
| 651 | NICOR | 6,295.32 | 103.92 |
| 771 | PINNEY PRINTING CO | 1,603.67 | 189.00 |
| 825 | ILLINOIS SECRETARY OF STATE | 165.00 | 10.00 |
| | POLICE | | 3,469.90 |

INVOICES DUE ON/BEFORE 06/20/2025

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|-------------------------------|-------------------------------|--------------------------|------------|
| ----- | | | |
| GENERAL FUND | | | |
| 10 | STREET | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 55.00 |
| 4796 | VERIZON WIRELESS | 1,033.78 | 47.35 |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 263.69 |
| | STREET | | 366.04 |
| 12 | PUBLIC PROPERTY | | |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 252.76 |
| 651 | NICOR | 6,295.32 | 157.20 |
| | PUBLIC PROPERTY | | 409.96 |
| 13 | FIRE | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 636.00 |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 444.03 |
| 651 | NICOR | 6,295.32 | 103.92 |
| T0000024 | MILES TRUCK & TRAILER WORKS | 5,105.73 | 11,425.22 |
| | FIRE | | 12,609.17 |
| BUILDING CODE DEMOLITION FUND | | | |
| 12 | BUILDING CODE DEMOLITION FUND | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 53.00 |
| 5382 | P & T PEPPERS LAWN CARE | | 14,425.60 |
| | BUILDING CODE DEMOLITION FUND | | 14,478.60 |
| EMPLOYEE GROUP INSURANCE | | | |
| 15 | EMPLOYEE GROUP INS | | |
| T0004780 | MAST WATER TECHNOLOGY | 66.00 | 42.00 |
| | EMPLOYEE GROUP INS | | 42.00 |
| ELECTRIC FUND | | | |
| 20 | OPERATION & MAINTENANCE | | |

INVOICES DUE ON/BEFORE 06/20/2025

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|---------------|------------------------------|--------------------------|------------|
| ----- | | | |
| ELECTRIC FUND | | | |
| 20 | OPERATION & MAINTENANCE | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 2,118.00 |
| 1527 | RESCO | | 27,582.25 |
| 2187 | BORDER STATES INDUSTRIES INC | 272.20 | 4,560.00 |
| 2380 | AUTOZONE | 21.11 | 46.05 |
| 283 | ANIXTER INC | 6,973.19 | 1,510.00 |
| 395 | HILLS ELECTRIC MOTOR SERVICE | 1,635.63 | 154.76 |
| 4383 | GRAINGER | | 971.87 |
| 4796 | VERIZON WIRELESS | 1,033.78 | 628.28 |
| 4995 | CLOUDPOINT GEOSPATIAL INC | 6,250.00 | 2,083.33 |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 502.47 |
| 5343 | QP TESTING LLC | 1,750.00 | 2,186.00 |
| 5369 | HELM ELECTRIC | 5,720.00 | 230.00 |
| 5384 | D R O'DONNELL INC | 17,059.00 | 2,067.00 |
| 5438 | KLEINSCHMIDT ASSOCIATES | 6,542.05 | 9,830.60 |
| 5441 | INTREN LLC | | 28,531.44 |
| 651 | NICOR | 6,295.32 | 176.51 |
| | OPERATION & MAINTENANCE | | 83,178.56 |

| | | | |
|------------|--------------------------------|-----------|-----------|
| SEWER FUND | | | |
| 38 | OPERATION & MAINTENANCE | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 525.50 |
| 1493 | WILLIAM & MARY COMPUTER CENTER | 59,074.80 | 160.00 |
| 1853 | MOORE TIRES INC. | 1,231.18 | 18.63 |
| 2451 | MENARDS | 3,588.90 | 16.97 |
| 34 | ALTORFER INC. | 8,606.98 | 1,195.45 |
| 4119 | USA BLUE BOOK | 2,108.73 | 646.72 |
| 4684 | SCHMITT PLUMBING & HEATING INC | 8,547.50 | 330.00 |
| 4796 | VERIZON WIRELESS | 1,033.78 | 280.12 |
| 4995 | CLOUDPOINT GEOSPATIAL INC | 6,250.00 | 2,083.33 |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 818.18 |
| 5264 | FLOW-TECHNICS INC | | 11,663.16 |
| 651 | NICOR | 6,295.32 | 1,107.43 |
| | OPERATION & MAINTENANCE | | 18,845.49 |

| | | | |
|------------|---------------------|-----------|--------|
| WATER FUND | | | |
| 40 | WATER | | |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 890.87 |
| | WATER | | 890.87 |

INVOICES DUE ON/BEFORE 06/20/2025

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|---------------------------|------------------------------|-----------------------|------------|
| ----- | | | |
| WATER FUND | | | |
| 48 | OPERATION & MAINTENANCE | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 583.00 |
| 194 | GRUMMERT'S HARDWARE - R.F. | 1,051.11 | 16.63 |
| 2451 | MENARDS | 3,588.90 | 271.96 |
| 4141 | BEHRENS TRUCKING & | 5,405.00 | 3,295.00 |
| 4207 | O'REILLY AUTOMOTIVE INC | 739.18 | 7.49 |
| 4796 | VERIZON WIRELESS | 1,033.78 | 38.01 |
| 4995 | CLOUDPOINT GEOSPATIAL INC | 6,250.00 | 2,083.34 |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 104.98 |
| 5060 | SAUK VALLEY PEST CONTROL INC | 165.00 | 585.00 |
| 5141 | CINTAS CORPORATION | 214.00 | 52.69 |
| 5171 | FERGUSON ENTERPRISES LLC | 2,747.62 | 194.81 |
| 651 | NICOR | 6,295.32 | 164.04 |
| T0004900 | FINE LINE ENGRAVING | | 7.00 |
| | OPERATION & MAINTENANCE | | 7,403.95 |
| GARBAGE FUND | | | |
| 50 | GARBAGE | | |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 990.00 |
| | GARBAGE | | 990.00 |
| CUSTOMER SERVICE CENTER | | | |
| 51 | CUSTOMER SERVICE CENTER | | |
| 1472 | WARD, MURRAY, PACE & JOHNSON | 6,438.00 | 636.00 |
| 5015 | CARD SERVICE CENTER | 12,792.18 | 1,914.05 |
| | CUSTOMER SERVICE CENTER | | 2,550.05 |
| CUSTOMER UTILITY DEPOSITS | | | |
| 75 | CUSTOMER UTILITY DEPOSITS | | |
| T0006005 | ANTHONY MARTINEZ | | 18.73 |
| T0006006 | ENRIQUE LIRA | | 143.12 |
| | CUSTOMER UTILITY DEPOSITS | | 161.85 |
| | TOTAL ALL DEPARTMENTS | | 150,830.00 |

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/27/2025

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|--------------|-----------------------------|--------------------------|------------|
| ----- | | | |
| TOURISM | | | |
| 05 | TOURISM | | |
| 200 | COM ED | 215.84 | 32.78 |
| 2451 | MENARDS | 3,877.83 | 15.96 |
| 5161 | HUGHES MEDIA CORP | 3,080.00 | 695.00 |
| T0005770 | AJ SCHMALL | 600.00 | 600.00 |
| T0006010 | PATRICK STRAMKA | | 800.00 |
| | TOURISM | | 2,143.74 |
| GENERAL FUND | | | |
| 01 | ADMINISTRATION | | |
| 4310 | PITNEY BOWES | | 2,024.75 |
| 4331 | CIRCUIT CLERK OF LEE COUNTY | 450.00 | 100.00 |
| | ADMINISTRATION | | 2,124.75 |
| 04 | BUILDING | | |
| 5311 | SAMSARA NETWORKS INC | 740.00 | 20.00 |
| 5429 | AM URGENT CARE | | 170.00 |
| | BUILDING | | 190.00 |
| 06 | POLICE | | |
| 2380 | AUTOZONE | 67.16 | 25.44 |
| 5032 | COMCAST | 54.85 | 6.85 |
| T0005278 | GONZALO'S TOWING | | 200.00 |
| T0005814 | DABNEY SERVICES LLC | | 225.00 |
| | POLICE | | 457.29 |
| 07 | CODE HEARING DEPARTMENT | | |
| 4929 | TIMOTHY J SLAVIN | 850.00 | 950.00 |
| | CODE HEARING DEPARTMENT | | 950.00 |
| 10 | STREET | | |

INVOICES DUE ON/BEFORE 06/27/2025

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|------------------------------|-------------------------------|--------------------------|------------|
| GENERAL FUND | | | |
| 10 | STREET | | |
| 1023 | WILLETT, HOFMANN & ASSOCIATES | 47,605.15 | 35,355.65 |
| 1279 | WILCO RENTAL | 130.84 | 31.99 |
| 1853 | MOORE TIRES INC. | 1,249.81 | 175.29 |
| 194 | GRUMMERT'S HARDWARE - R.F. | 1,067.74 | 96.08 |
| 34 | ALTORFER INC. | 9,802.43 | 36.20 |
| 4207 | O'REILLY AUTOMOTIVE INC | 746.67 | 31.48 |
| 4528 | MODERN SHOE SHOP | 242.99 | 238.49 |
| 4938 | MICHLIG ENERGY LTD | 3,468.77 | 864.19 |
| 5141 | CINTAS CORPORATION | 266.69 | 98.33 |
| 5311 | SAMSARA NETWORKS INC | 740.00 | 200.00 |
| 5394 | OLIVIA GUTIERREZ | 375.00 | 125.00 |
| 5406 | KYLER BECK | | 223.11 |
| T0000024 | MILES TRUCK & TRAILER WORKS | 16,530.95 | 820.73 |
| | STREET | | 38,296.54 |
| 12 | PUBLIC PROPERTY | | |
| T0000826 | FIREHOUSE MINISTRIES | 135.00 | 155.80 |
| | PUBLIC PROPERTY | | 155.80 |
| 13 | FIRE | | |
| 5032 | COMCAST | 54.85 | 48.00 |
| 5435 | CAMERON REUTER | 761.11 | 426.21 |
| | FIRE | | 474.21 |
| INDUSTRIAL DEVELOPMENT FUND | | | |
| 14 | INDUSTRIAL DEVELOPMENT | | |
| 1258 | REPUBLIC SERVICES | 96,857.20 | 265.30 |
| | INDUSTRIAL DEVELOPMENT | | 265.30 |
| TIF - DOWNTOWN REDEVELOPMENT | | | |
| 19 | DOWNTOWN REDEVELOPMENT | | |
| 5369 | HELM ELECTRIC | 5,950.00 | 258.00 |

INVOICES DUE ON/BEFORE 06/27/2025

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|------------------------------|------------------------------|--------------------------|------------|
| ----- | | | |
| TIF - DOWNTOWN REDEVELOPMENT | | | |
| 19 | DOWNTOWN REDEVELOPMENT | | |
| 5394 | OLIVIA GUTIERREZ | 375.00 | 275.00 |
| | DOWNTOWN REDEVELOPMENT | | 533.00 |
| ELECTRIC FUND | | | |
| 20 | OPERATION & MAINTENANCE | | |
| 194 | GRUMMERT'S HARDWARE - R.F. | 1,067.74 | 42.81 |
| 4207 | O'REILLY AUTOMOTIVE INC | 746.67 | 20.77 |
| 440 | IMUA | | 1,010.98 |
| 4682 | SURVALENT TECHNOLOGY CORP. | | 14,444.00 |
| 4730 | FLETCHER-REINHARDT CO | | 2,627.50 |
| 5008 | POWER SYSTEM ENGINEERING INC | 675.00 | 5,437.84 |
| 5127 | JM TEST SYSTEMS LLC | 376.95 | 652.52 |
| 5141 | CINTAS CORPORATION | 266.69 | 69.31 |
| 5311 | SAMSARA NETWORKS INC | 740.00 | 280.00 |
| 5369 | HELM ELECTRIC | 5,950.00 | 2,450.00 |
| 5380 | WINTROY SUPPLY LLC | | 413.00 |
| 5408 | UUS | 350.40 | 1,861.80 |
| 5425 | MERCURY GOVERNOR GROUP LLC | | 138,241.50 |
| T0006007 | JUDY LAWS | | 68.00 |
| T0006008 | STEPHANY NELSON | | 100.00 |
| | OPERATION & MAINTENANCE | | 167,720.03 |
| SEWER FUND | | | |
| 38 | OPERATION & MAINTENANCE | | |
| 200 | COM ED | 215.84 | 169.35 |
| 2379 | JOE JOHNSON EQUIPMENT LLC | 7,252.83 | 879.86 |
| 4119 | USA BLUE BOOK | 2,755.45 | 149.87 |
| 4207 | O'REILLY AUTOMOTIVE INC | 746.67 | 120.13 |
| 5141 | CINTAS CORPORATION | 266.69 | 56.51 |
| 5311 | SAMSARA NETWORKS INC | 740.00 | 120.00 |
| 5369 | HELM ELECTRIC | 5,950.00 | 2,910.00 |
| 5437 | MIDWEST DISPOSAL | 6,130.00 | 1,225.00 |
| 651 | NICOR | 8,108.34 | 58.67 |
| | OPERATION & MAINTENANCE | | 5,689.39 |
| WATER FUND | | | |

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TIME: 08:10:50
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/27/2025

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|-------------------------|-------------------------------|--------------------------|------------|
| ----- | | | |
| WATER FUND | | | |
| 40 | WATER | | |
| 1023 | WILLETT, HOFMANN & ASSOCIATES | 47,605.15 | 3,658.60 |
| 4361 | FERGUSON WATERWORKS #2516 | 63,729.69 | 2,114.50 |
| 4889 | KIRBY CABLE SERVICE INC | | 36,500.00 |
| | WATER | | 42,273.10 |
| | | | |
| 48 | OPERATION & MAINTENANCE | | |
| 1121 | NORLAB, INC. | | 345.00 |
| 194 | GRUMMERT'S HARDWARE - R.F. | 1,067.74 | 4.04 |
| 2451 | MENARDS | 3,877.83 | 169.08 |
| 34 | ALTORFER INC. | 9,802.43 | 31.00 |
| 350 | GISI BROS INC | 1,878.20 | 229.47 |
| 4361 | FERGUSON WATERWORKS #2516 | 63,729.69 | 955.60 |
| 5311 | SAMSARA NETWORKS INC | 740.00 | 120.00 |
| T0000024 | MILES TRUCK & TRAILER WORKS | 16,530.95 | 820.71 |
| T0003571 | COLE'S COMPLETE TREE SERVICE | | 2,200.00 |
| T0005836 | AMERICAN EAGLE OVERHEAD DOORS | | 686.00 |
| T0006012 | HERITAGE TRACTOR | | 110.24 |
| | OPERATION & MAINTENANCE | | 5,671.14 |
| | | | |
| GARBAGE FUND | | | |
| 50 | GARBAGE | | |
| 2451 | MENARDS | 3,877.83 | 20.96 |
| | GARBAGE | | 20.96 |
| | | | |
| CUSTOMER SERVICE CENTER | | | |
| 51 | CUSTOMER SERVICE CENTER | | |
| 4081 | CIVIC SYSTEMS LLC | | 10,625.00 |
| 771 | PINNEY PRINTING CO | 1,792.67 | 987.00 |
| | CUSTOMER SERVICE CENTER | | 11,612.00 |
| | | | |
| MOTOR FUEL TAX FUND | | | |
| 65 | MOTOR FUEL TAX | | |

DATE: 06/27/25
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/27/2025

| VENDOR # | NAME | PAID THIS FISCAL YEAR | AMOUNT DUE |
|---------------------------|---------------------------|--------------------------|------------|
| ----- | | | |
| MOTOR FUEL TAX FUND | | | |
| 65 | MOTOR FUEL TAX | | |
| 774 | ROCK RIVER READY MIX | 1,050.12 | 273.60 |
| | MOTOR FUEL TAX | | 273.60 |
| | | | |
| CUSTOMER UTILITY DEPOSITS | | | |
| 75 | CUSTOMER UTILITY DEPOSITS | | |
| T0006009 | LORI KORITZ | | 69.35 |
| | CUSTOMER UTILITY DEPOSITS | | 69.35 |
| | | | |
| | TOTAL ALL DEPARTMENTS | | 278,920.20 |

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2699

ORDINANCE AMENDING CHAPTER 18, ARTICLE V
STOP AND YIELD INTERSECTIONS

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls,
Illinois, this _____ day of _____, 2025.

ORDINANCE NO. 2025-2699

BE IT ORDAINED, by the City Council of the City of Rock Falls, that Chapter 18, Article V of the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

SECTION 1. The Municipal Code of the City of Rock Falls is amended by the deletion of the following as Subsection (22) to Section 18-121 (a). Yield intersections designated.

“Section 18-121 (a). – Yield intersection designated.
(22) Vehicles traveling northerly or southerly on Avenue A at the intersection of East 7th Street;”

SECTION 2. The Municipal Code of the City of Rock Falls is amended by the addition of the following as Subsections (109 & 110) to Section 18-120 (a). Stop intersections designated.

“Section 18-120 (a). – Stop intersection designated.
(109) Vehicles traveling northerly or southerly on Avenue A at the intersection of East 7th Street;
(110) Vehicles traveling easterly or westerly on East 6th Street at the intersections of Avenue A;”

SECTION 3: In all other respects, Chapter 18, Article V of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

SECTION 5: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2700

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
PROVIDING FOR A CLASS D-3 LIQUOR LICENSE

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS ____ DAY OF _____, 2025

This Ordinance was published in pamphlet form by authority of the City Council of the City of Rock Falls this ____ day of _____, 2025.

ORDINANCE NO. 2025-2700

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
PROVIDING FOR A CLASS D-3 LIQUOR LICENSE

WHEREAS, Section 4-1 of the Liquor Control Act of 1934 (235 ILCS 5/1-1 et. seq.) (the “**Act**”) authorizes the Mayor and City Council (collectively, the “**Corporate Authorities**”) of the City of Rock Falls in Whiteside County, Illinois (the “**City**”) to establish regulations and restrictions on the sale and consumption of alcoholic liquor that are not inconsistent with the Act;

WHEREAS, the Corporate Authorities discussed the need of amending certain provisions of the Rock Falls Municipal Code (the “**Code**”) as it relates to the provision of a Class D-3 liquor license for the sale of alcoholic liquor for consumption off premises at convenience stores; and

WHEREAS, after much discussion, the Corporate Authorities have determined it is in the best interests of the City and its residents to amend Chapter 16, Article V of the Code, all as more specifically set forth herein.

NOW, THEREFORE, BE IT ORDAINED, by the Corporate Authorities as follows:

SECTION 1: The recitals contained in the preamble of this Ordinance are true and correct and are hereby incorporated into this Section 1 as if fully set forth herein.

SECTION 2: Chapter 16, Article V, Section 16-389(4) of the Code, as amended, is hereby further amended by the addition of a new subsection (c) to read as follows:

“Sec. 16-389. – License classifications; fees.

...

(4) *Class D (Taverns).*

...

c. Class D-3 licenses shall authorize the sale of alcoholic liquor in the original container for consumption off premises. No such license shall be issued unless the applicant therefor is the holder of a Class D-1 license. The annual renewal fee for such Class D-3 license shall be \$450.00 payable in advance.”

SECTION 3: In all other respects, Chapter 16, Article V of the Code shall remain in full force and effect, as previously adopted and/or amended.

SECTION 4: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 5: All ordinances, resolutions, and policies, or any parts thereof, that are in conflict with this Ordinance are, to the extent of such conflict, hereby repealed as of the effective date of this Ordinance.

SECTION 6: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 7: This Ordinance shall be in full force and effect after its passage, approval, and publication, as required by law.

Approved this ____ day of _____ 2025.

Mayor

ATTEST:

Clerk

AYE:

NAY:

CITY OF ROCK FALLS

RESOLUTION NO. 2025-937

**RESOLUTION AUTHORIZING THE EXTENDED TERM OF THE
MUNICIPAL INSURANCE COOPERATIVE AGENCY INSURANCE
POOL AND APPROVING ITS AMENDED BY-LAWS**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2025

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this
_____ day of _____, 2025.

RESOLUTION 2025-937

A RESOLUTION AUTHORIZING THE EXTENDED TERM OF THE MUNICIPAL INSURANCE COOPERATIVE AGENCY INSURANCE POOL AND APPROVING ITS AMENDED BY-LAWS

WHEREAS, the , City of Rock Falls is a member of the Municipal Insurance Cooperative Agency's ("MICA") which has been in existence for many years, and has provided comprehensive self-insurance for the governmental entities; and

WHEREAS, the , City of Rock Falls has been a member of MICA since 2010; and

WHEREAS, the By-Laws of MICA constitute a contract among those units of local government that are members of the Agency; and

WHEREAS, the current term of MICA runs from May 1, 2014 through April 30, 2026; and

WHEREAS, Article IV of MICA's By-Laws allows the term of the Pool to be extended for an additional twelve-year term upon a two-thirds affirmative vote of the entire group of Board of Directors of MICA; and

WHEREAS, the Board of Directors of MICA is recommending the approval by the member municipalities of the attached Second Comprehensive Amendment to the Contract and By-Laws of MICA which amended By-Laws include an extension of the term of the MICA Pool from May 1, 2026 through April 30, 3038.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCK FALLS, COUNTY OF WHITESIDE, STATE OF ILLINOIS, as follows:

SECTION 1: That the above-stated Whereas clauses are hereby adopted and incorporated into this Resolution as though fully set forth herein.

SECTION 2: The Corporate Authorities of the City of Rock Falls hereby approve the Second Comprehensive Amendment to the Contract and By-Laws of the Municipal Insurance Cooperative Agency, attached hereto as EXHIBIT A, which amendments include an extension of the term of the MICA Pool from May 1, 2026 through April 30, 3038.

SECTION 3: This Resolution shall be in full force and effect immediately upon its passage.

PASSED this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

**SECOND COMPREHENSIVE AMENDMENT TO THE CONTRACT AND BYLAWS OF THE
MUNICIPAL COOPERATIVE INSURANCE AGENCY (MICA)**

**SECOND COMPREHENSIVE AMENDMENT TO THE
CONTRACT AND BY-LAWS
OF THE
MUNICIPAL INSURANCE COOPERATIVE AGENCY (MICA)**

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ARTICLE I. DEFINITIONS AND PURPOSE.**DEFINITIONS:**

As used in this agreement, the following terms shall have the meaning hereinafter set out:

AGENCY - The Municipal (Self) Insurance Cooperative Agency established pursuant to the Constitution and the statutes of this State and by this intergovernmental agreement.

ANNUAL PAYMENTS - The amount each Member must annually pay to fund the anticipated costs of the full operation of the Agency.

CONVENTIONAL INSURANCE - Insurance of any kind, including, but not limited to, Excess, Aggregate, Reinsurance and Directors and Officers liability insurance, purchased by the Agency from an insurance company providing various types of insurance which may be subject to deductible amounts.

CORPORATE AUTHORITIES - The governing body of a municipality or other governmental unit which is a Member of the Agency.

EXCESS INSURANCE - Insurance purchased by the Agency providing certain coverage for losses over a pre-set amount up to a pre-set maximum amount of coverage.

FLOATING SUPER FUND - A fund of public monies, interest income and other funds available to the Agency established to pay claims and expenses of the Agency attributable to any year in which the Agency is in existence.

JOINT RISK MANAGEMENT FUND - A fund of public monies established by the Agency to administer and jointly self-insure certain risks within an agreed scope and to purchase conventional insurance and to pay other expenses within the scope of this Contract and By-Laws.

JOINT SELF-INSURANCE - A self-insurance program in which the Members agree to contribute annual and, where required, supplementary payments to support a risk management program and a joint risk management fund.

MEMBERS - The units of government or intergovernmental agencies which initially or later entered into the intergovernmental contract established by this intergovernmental agreement.

RISK MANAGEMENT - A program attempting to reduce or limit losses to Members and injuries to persons or property caused by the operations of the Members.

SELF-INSURANCE - The decision of the Agency to retain a certain amount of risk; to seek all immunities provided by Illinois law for a non-insured government; to rely upon its financial capabilities to pay any property losses and third-party claims which are held valid and not barred by available immunities and to purchase some insurance to protect against catastrophic loss.

SUPPLEMENTARY PAYMENTS – Additional Member funding should the regular Annual Payments be insufficient to pay all costs in a given pool year. Members shall be obligated to make supplementary payments if the amount of the annual payments shall be insufficient to fund the operations of the Agency.

PURPOSE:

The MUNICIPAL (SELF) INSURANCE COOPERATIVE AGENCY is a cooperative agency voluntarily established by contracting municipalities and other units of government pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and 5 ILCS 220/6 of the Illinois Compiled Statutes for the purpose of seeking the prevention or reduction of

losses to governmental properties and injuries to persons or property which might result in claims being made against Member units.

It is the intent of the Members of the Agency to create an entity which will administer a Joint Risk Management Fund and utilize such funds contributed by the Members to defend and protect, in accordance with these By-Laws, any Member of the Agency against stated liability or loss. Such By-Laws shall constitute the substance of a contract among the Members.

All funds contained within the Joint Risk Management Fund are monies directly derived from its Members which are municipalities and other units of local government within the State of Illinois. It is the intent of the parties in entering into this agreement that, to the fullest extent possible, the scope of risk management undertaken by them through a joint governmental self-insurance program using governmental funds shall not waive, on behalf of any local public entity or public employees as defined in the Local Governmental and Governmental Employees Tort Immunity Act, any defenses or immunities therein provided.

ARTICLE II. POWERS AND DUTIES.

The powers of the Agency to perform and accomplish the purposes set forth above shall, within the budgetary limits and procedures set forth in these By-Laws, be the following:

- A. To employ agents, employees and independent contractors;
- B. To purchase or lease real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Agency;
- C. To sell or issue bonds or other financial instruments, either in its own name or through one of its Members to the fullest extent permissible under the law.
- D. To carry out educational and other programs relating to risk reductions;

- E. To cause the creation of, see to the collection of funds for, and administer a Joint Risk Management Fund and Floating Super Fund;
- F. To purchase insurance coverage to supplement the Joint Risk Management Fund;
- G. To establish reasonable and necessary loss reduction and prevention procedures which shall be followed by the Members;
- H. To provide claims management services and the defense of settlement and subrogation of claims;
- I. Solely within the budgetary limits established by the Members to carry out such other activities as authorized by the Board of Directors to be performed by the Agency, its Executive Committee or any officer or agent.

ARTICLE III. PARTICIPATION AND TERM.

The Members of the Agency are those entities, the names of which are listed on Appendix A.

So long as the Agency shall continue in existence, any new Member joining the Agency shall remain a Member for at least three (3) years. After a new Member's initial required term of membership in the Agency, any Member of the Agency may withdraw from the Agency at the end of a fiscal year of the Agency upon the giving of at least one hundred twenty (120) days written notice prior to the close of the fiscal year. A MEMBER which gives notice of withdrawal and then wishes to rescind such notice within the one hundred twenty (120) day notice period may do so only upon approval of such action by the affirmative vote of two-thirds of the Executive Committee present at a regular or special meeting under terms established for readmission by the Executive Committee or Board of Directors. The Board may, at its sole

discretion, choose to waive any portion of the one hundred twenty (120) day notice requirement it deems necessary in order to protect the best interests of the AGENCY. If a MEMBER withdraws from the AGENCY, it shall be entitled to coverage for the period of its membership to the same extent as other MEMBERS of the AGENCY, but it shall not continue to have a representative on the Board of Directions. The withdrawing MEMBER shall continue to be responsible for its share of the payment of all supplementary and other payments attributable to years during which it was a MEMBER of the AGENCY and other obligations of membership.

The notice of intent to withdraw shall be addressed to the Chairman of the Agency and shall be accompanied by a Resolution of the Board of the MEMBER electing to withdraw from the AGENCY. Such notice shall be addressed to the Chair of the Agency and shall be accompanied by a resolution of the Corporate Authorities of the Member electing to withdraw from the Agency. A Member that withdraws from the Agency shall not be permitted to reapply for membership in the Agency for a period of two (2) years from the date on which the Member's resolution was served upon the Chair, unless such prohibition is waived by the Board of Directors upon a four/fifths vote of the entire membership of the Board. Furthermore, said Member must reapply through the normal application process, having once again met membership criteria for a new Member.

A Member which gives notice of withdrawal and then wishes to rescind such notice within the one hundred twenty (120) day notice period may do so only upon approval of such action by the affirmative vote of two-thirds of the Executive Committee present at a regular or special meeting under terms established for readmission by the Executive Committee or Board of Directors. The Board of Directors may, at its sole discretion, if requested by the withdrawing

Member, choose to waive any portion of the one-year notice requirement it deems necessary in order to protect the best interests of the Agency. If a Member withdraws from the Agency, it shall be entitled to coverage for the period of its membership to the same extent as other Members of the Agency, but it shall not continue to have a representative on the Board of Directors. No Member which withdraws from the Agency shall receive a return of surplus funds or rebate(s) approved by the Board of Directors from any year for which said withdrawn Member was a Member of the Agency unless, for all years the withdrawn Member was a Member of the Agency, the withdrawn Member has had a positive cash balance when its total net losses (to be defined as completed payment, including defense costs, damages, any reasonable administrative and any other non-allocated costs incurred by the Agency for all claims known to have been incurred by the withdrawing Member in all years for which the withdrawing Member participated in the Agency plus any reasonable reserve which the Executive Committee shall require to be established for any incurred but not reported claims during said years) for that withdrawn Member's claims for all years combined are compared to that withdrawn Member's total contributions to the Joint Risk Management Fund for those years. A withdrawing or withdrawn Member shall receive a distribution of surplus funds or rebate(s) approved by the Board of Directors when its total net losses for all years of its membership are less than its total loss fund contributions for said years. In no case shall a withdrawing or withdrawn Member receive a distribution of surplus funds or rebate(s) approved by the Board of Directors in excess of its final combined cash balance for all years while a Member of the Agency. The Board of Directors may, in its absolute discretion, withhold distribution of any surplus funds or rebates to any withdrawn Member until the Board of Directors is assured there

is sufficient evidence to establish with reasonable certainty the withdrawn Member's total net losses. The withdrawing Member shall continue to be responsible for its share of the payment of all supplementary and other payments attributable to years during which it was a Member of the Agency and other obligations of membership.

The Board may establish and periodically review standards for the admission of new Members.

ARTICLE IV. TERM.

The Agency commenced its operations on May 1, 1984. The Members last authorized a twelve (12) year term to commence on May 1, 2014 and run through April 30, 2026. This Second Comprehensive Amendment shall constitute a new intergovernmental agreement amongst and between the Members and, in its initial form and as it is validly amended, shall govern the relationship between the Agency and its Members during the entire existence of the Agency. As a new Agreement, the term of the Agency shall run from May 1, 2026 through and including April 30, 2038. At the end of that twelve (12) year term, the term of the Agency may be extended for a multi-year term, as permitted by law, by a two-thirds (2/3) affirmative vote of the entire Board of Directors or, by majority action of the Board, it may continue in existence from year-to-year as an intergovernmental agreement.

ARTICLE V. BOARD OF DIRECTORS.

- A. There is hereby established a Board of Directors of the Agency. Each Member shall appoint one (1) person to serve as the authorized representative of that body on the Board of Directors along with another person to serve as an alternate representative when the authorized representative is unable to carry out his or her

duties. The representative and alternate shall be appointed as other municipal officers are appointed by the Member. Once such appointments are made known to the Agency, the persons appointed shall remain in office until the Agency receives evidence of the appointment of other persons. The Agency shall be the judge of the proper appointment of authorized representatives and alternates to the Board of Directors and shall utilize, in case of a dispute, general principles of Illinois municipal law. The representative and alternate selected need not be elected officials of the Member.

- B. The Board of Directors shall, during the final quarter of each even numbered fiscal year, select from among the authorized representatives, a Chair and Vice Chair and Treasurer to serve during the subsequent two fiscal years. The Chair shall be the chief executive officer of the Agency. The Chair shall preside at all meetings of the Board and the Executive Committee at which the Chair is present. The Chair may request information from any officer of the Board or the Agency or any employee or independent contractor of the Agency. The Chair shall vote on all matters that come before the Board or Committees on which the Chair serves. The Chair shall be a non-voting ex-officio Member of all committees of the Agency on which the Chair does not directly serve. The Chair shall have such other powers as are set forth in these By-Laws and such other powers as he may be given from time to time by action of the Board.
- C. The Vice Chair shall carry out all duties of the Chair of the Board during the absence or inability of the Chair to perform such duties and shall carry out such

other functions as are assigned from time to time by the Chair or the Board of Directors.

D. The Treasurer may not be a representative or alternate representative from the same Member as the Chair, the Vice-Chair or any person serving on the Executive Committee.

1. The Treasurer shall:

a. Have charge and custody of and be responsible for all funds and securities of the Agency; receive and give all receipts for moneys due and payable to the Agency from any source whatsoever; deposit all such moneys in the name of the Agency in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors or Executive Committee; and, invest the funds of the Agency as are not immediately required in such securities as the Board of Directors shall specifically or generally select from time to time. Maintain the financial books and records of the Agency. Provided, however, that all investments of the Agency funds shall be made only in those securities which may be purchased by Illinois non-home rule municipalities under the provisions of the Illinois Compiled Statutes.

b. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or the Executive Committee;

3. The Agency shall purchase a bond in the minimum amount contained within the Joint Risk Management Fund from time to time to assure the fidelity of the Chair and the Treasurer. Without amending these By-Laws, the Executive Committee may increase the amount of the bonds for the aforesaid officers and procure fidelity and other bonds for officers, directors, employees or independent contractors of the Agency.

4. The Board or Executive Committee may select a financial institution or certified public accounting firm to carry out some or all of the functions which would otherwise be assigned to a Treasurer to assist the Treasurer.
- E. The Board of Directors may from time to time establish other officers of the Board who shall serve for such terms as are established by the Board and may elect a representative of the Board to serve in any of such offices. The Executive Committee shall fill any vacancies which may occur in any offices for the remainder of the respective term of said office.
- F. 1. Subject to the provisions of Section F(2) following, there shall be established an Executive Committee with five (5) members. The Executive Committee shall consist of the Chair, the Vice Chair and the Treasurer of the Agency. In addition, the Board of Directors, during the last quarter of each odd numbered fiscal year, shall elect from the representatives or the Board of Directors or Alternates, two (2) persons, each serving a two (2) year term as an "at large" Member of the Executive Committee. "At large" vacancies on the Executive Committee shall be filled by a qualified appointee by the vote of at least a majority of the remaining members of the Executive Committee for the remainder of the unexpired term of the person whose resignation or inability to serve caused the vacancy. No more than one (1) member of the Executive Committee shall be a delegate or alternate of any single Member. The term of a member of the Executive Committee shall cease immediately upon the submission of a notice of withdrawal from the Agency by the Member for which

he or she serves as a representative or alternate. Meetings of the Executive Committee may be called by the Chair or any two Executive Committee members. The Executive Committee may authorize and employ persons and hire independent contractors, approve expenditures, authorize the settlement of claims and suits, admit new Members into the Agency, and take such other actions as shall be delegated to it by the Board of Directors.

2. Effective October 1, 2011, the Executive Committee shall consist of seven (7) Members. There shall be added two (2) additional persons elected from the representatives of the Board of Directors or alternates, each serving a one-year term as "at large" Members on the Executive Committee. These Executive Committee Members shall serve in the same capacity and under the same conditions (except for the time of election) as is provided for in Section F(1) above. Beginning May 1, 2016, there shall be no further elections for additional "at large" Executive Committee Members. Thereafter, elections for the "at large" Executive Committee Member positions shall not take place until there are remaining only five (5) Members on the Executive Committee. Thereafter, the Executive Committee shall continue on with five (5) Members under the provisions and conditions set forth in Section F(1) above.

- G. The Board of Directors shall determine the general policy of the Agency which policy shall be followed by the officers, agents, employees and independent contractors employed by the Agency. Among other items, it shall have the responsibility for (1) Approval of amendments to the By-Laws, (2) Approval of

the process for the acceptance of new Members; (3) Approval and amendment of the annual budget of the Agency, (4) Approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members, (5) Approval of annual and supplementary payments to the Joint Risk Management Fund and/or Floating Super Fund for each Member, (6) Approval of additional terms for the existence of the Agency, and (7) Resolution of disputes over the scope of Agency self-insurance coverage or over late notice of a claim provided by the Agency on an appeal from the decision of the Executive Committee, and (8) Selection of a claims administrator which may be given discretionary authority to settle claims within certain standards. The Board of Directors may establish such rules and regulations regarding the payout of funds from the Joint Risk Management Fund as shall from time to time seem appropriate.

H. Each voting Member shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the authorized representative of the Member or, in the representative's absence, by an alternate selected by the Member in the same manner as specified for the selection of the authorized representative. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by voice vote unless one (1) or more Members of the Board of Directors shall request a roll call vote; provided, however, that

1. Any vote which requires a greater than majority vote for passage shall be by roll call vote, and
2. In the event that an authorization of the expenditure of funds shall pass by a voice vote, any Member of the Board seeking to abstain or vote in the negative regarding such authorization and wishing that vote to be

specifically recorded shall indicate such vote to the presiding officer. On any other vote taken by the Board, a Member voting in the minority position on a voice vote may also have that vote recorded in the Minutes by specifically indicating such vote to the presiding officer.

- I. The representative appointed by the Member may be removed at any time by that Member. In the event that a vacancy occurs in the representative or alternate representative, the Member shall appoint a successor. The failure of a Member to select a representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Contract.
- J. The Board of Directors and Executive Committee shall have the power to establish both standing and ad hoc committees. The Chair may also establish ad hoc committees which do not conflict with those established by the Board or Executive Committee. Unless the Board of Directors shall establish some other procedure, the selection of persons who shall serve on such committees and chair them shall reside with the Chair. The Board of Directors may assign to a committee the authority to authorize the expenditure of funds and to settle claims or suits brought against entities within the scope of coverage provided by the Agency.
- K. The Board of Directors and Executive Committee may establish rules governing their own conduct and procedures not inconsistent with the By-Laws.
- L. A quorum at a meeting of the Board of Directors or Executive Committee or any standing or ad hoc committee shall consist of a majority of the Board or Committee. Except as otherwise provided in these By-Laws, a simple majority of a quorum shall be sufficient to pass upon all matters.

- M. A greater vote than a majority of a quorum shall be required to approve the following matters:
1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority percentage within the proposed rule.
 2. The expulsion of a Member shall require two-thirds (2/3) vote of the entire voting membership of the Board of Directors.
 3. Any amendment of these By-Laws except as provided in Subsection four (4) below, shall require the two-thirds (2/3) vote of a quorum of the Board of Directors.
 4. The amendment of these By-Laws to cause a reduction or elimination in the scope of loss protection set out in Article IX to be furnished by the Agency derived from payments from the Members.
 5. The continuation in existence of the Agency after each approved fixed term shall require a vote as described in these By-Laws.
- N. No one serving on the Board of Directors shall receive any salary or other payment from the Agency and any salary, compensation, payment or expenses for such representative, shall be paid by each Member separate from this Contract. The Chair, Vice Chair, Treasurer and such other officers as may be selected from time to time may submit to the Executive Committee for their approval reimbursement of the actual cost of expenses incurred on behalf of the Agency.

ARTICLE VI. MEETINGS OF THE BOARD OF DIRECTORS.

- A. Regular meetings of the Board of Directors shall be held at least two (2) times a year. One regular meeting second regular meeting during the second six months with the exact dates to be determined each year by the Executive Committee.

Any item of business may be considered and voted on at a regular meeting. Special meetings of the Board of Directors may be called by its Chair, or by representatives of any three Members. The Chair or in the Chair's absence, the Vice Chair, shall give at least five (5) days' written notice of regular or special meetings to the authorized and alternate representatives of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.

- B. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chair, or in the Chair's absence, by the Vice Chair or by the convenor(s) of a special meeting.
- C. To the extent not contrary to these By-Laws, and except as modified by the Board of Directors, Roberts Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Members of the Board of Directors.
- D. Directors may attend regular meetings remotely provided that the majority of the members of the Board of Directors are physically present at each meeting to establish a quorum. The Board member participating by audio or video conference may not be counted for purposes of establishing a quorum but may participate fully in the meeting and any action to be taken upon approval of a majority of those Board members physically present at the meeting. The Board member must inform the Chair , or his / her designee, as soon as possible, and at

least 1 hour before the meeting, of expected participation in a meeting by audio or video conference so that necessary arrangements can be made.

ARTICLE VII. OTHER AGENCY OFFICERS.

- A. Other Officers of the Agency (in addition to the Chair, Vice-Chair and Treasurer) shall consist of such other officers as are established from time to time by the Board of Directors. All Agency officers shall be selected by the Board of Directors unless authority to do so is assigned to the Executive Committee.

ARTICLE VIII. FINANCES AND AGENCY RISK MANAGEMENT.

- A. The fiscal year of the Agency shall commence on May 1, and end on April 30 of each year.
- B. The annual payments from the Members shall be in an amount sufficient to fund the administrative expenses of the Agency, the Joint Risk Management Fund, the purchase of Conventional Insurance, and other costs relating to the services and projects of the Agency. In determining the amount of the Annual Payment due from each Member, the Executive Committee may recommend and the Board of Directors may take into consideration some or all of the following factors:
1. Population of the governmental body;
 2. Property values of the governmental body;
 3. Number of vehicles owned by the governmental body and the use made of the vehicles;
 4. The size and scope of the governmental programs of the Member;
 5. The payroll of the Member;

6. The budget and revenue of the Member;
7. The claims and loss experience of the Member;
8. Such other factors as the Executive Committee and Board shall deem relevant.

The Annual Payments due shall be based, in whole or in part, upon an objective formula which may vary from year to year. This formula must be applied equally to all Members similarly situated.

It is the responsibility of each Member to provide the Agency with accurate information relating to the factors used in determining the amount of the annual payment due from each Member pursuant to this Section (B). In the event the Executive Committee determines that a Member has failed to report to the Agency accurate information relating to these factors, then the Executive Committee shall have the authority to impose the following remedies:

- i. To assess against the Member the amount which properly would have been charged as that Member's annual payment for all years for which improper information was provided by the Member. Interest at the maximum rate permitted by law shall be charged on all amounts equal to the proper sum which should have been charged as an annual payment less any payments actually made by the Member for all applicable years; and
- ii. In the event the Executive Committee determines that a Member has intentionally or with reckless disregard failed to report to the Agency accurate information relating to these factors, then, for each year for which improper information was so reported by the Member to the Agency, an amount equal to 25% of the difference between what should have been the Member's proper annual payment for that year and the actual payment charged to the Member. For example, if due to a Member's improper reporting it appears that a Member's annual payment should have been \$80,000.00, but rather was \$60,000.00, the Member would be

charged, pursuant to this sub-paragraph, the sum of \$5,000.00, that being 25% of the difference between \$80,000.00 and \$60,000.00.

A Member accused of improper reporting pursuant to this paragraph, shall have the right to appeal any decision of the Agency to the full Board of Directors. The procedure to be used for such an appeal shall be the same as is provided for a Member who may be expelled from the Agency. Any decision of the Board of Directors is final.

The Board of Directors may grant debits or credits to Members with above or below average loss or claims records for a period of no more than five (5) years immediately preceding the fiscal year for which contributions are to be determined. The amount of such debits or credits may not vary more than 25% above or below the amount which the Member would pay if it were not to have been granted the debit or credit. When admitting a new Member, the Executive Committee may establish the rate and amount which the new Member shall pay for at least two years and may take into consideration, in setting such a rate, factors and formula other than those described above in this Article.

- C. Calls for Supplementary Payments may be made by the Board of Directors, providing, however, that such additional sums may be called for in a total amount attributable to any one year of not more than once again the regular Annual Payment for that year. The Board shall also make calls for Supplementary Payments from Members which have withdrawn or been expelled for years during which they were Members. The forwarding of such Annual and Supplementary

Payments within a time specified in notices to the Members giving them not less than forty-five (45) days to make such payments, shall be of the essence of this contract. Supplementary Payments shall only be required by the Board of Directors in a situation in which there is a reasonable concern that the sum remaining from the Annual Payments will not be sufficient to meet the responsibilities of the Agency established in these By-Laws. Members shall be responsible for Supplementary Payments during the entire life of the Agency and any later period when claims or expenses need be paid which are attributable to the year of membership when the event out of which the expense or claim occurred. Supplementary Payments may be called for in a number of individual requests provided that the total amount of the Supplementary Payments may not exceed the maximum amount permitted.

- D. The Board of Directors, at any time, may allocate a portion of the Joint Risk Management Fund for any year during which the Agency has been in existence, into a separate account to be known as the Floating Super Fund. The money in this account may be utilized to pay claims and expenses of the Agency attributable to any year during which the Agency is in existence. In the creation of and with regard to payments to the Floating Super Fund, it is one of the desires of the Members to be able to consider purchasing less Conventional Insurance of any kind and to fund losses previously covered within the scope of such insurance from the Floating Super Fund. It is anticipated that claims for such losses will

occur infrequently but will require significant amounts of money. Amounts of money sufficient to cover such claims can best be achieved through the accumulation of funds over a number of claims years. Any Member which leaves the Agency, in any way, shall not have any claim against the funds within the Floating Super Fund, except for the payment of claims during the years in which it was a Member of the Agency. Provided, however, that in the event that the Agency should terminate, any surplus amounts within the Floating Super Fund which are available after all claims and expenses of the Agency have been paid, shall be returned to all of those Members which contributed to the Floating Super Fund in the proportion to which they made contributions to the Fund. Any new Member which joins the Agency shall be entitled to the use of the monies within the Floating Super Fund for claims which occurred during the period of its membership in the Agency, but any funds which it contributes to the Floating Super Fund shall also be available for claims which occurred during prior years.

- E. The Executive Committee may permit the Annual or Supplementary Payments to be paid on a monthly or quarterly basis. The amount of any Supplementary Payments required shall be based upon the same formula as was used in establishing the Annual Payment for that year.
- F. If, for any year during which the Agency was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted shall distribute surplus funds to the

Members who constituted the membership of the Agency in that prior year, after first deducting therefrom reasonable administrative and other non-allocated costs incurred by the Agency in the processing of the claims in years other than the one in which the claim was made.

- G. If Conventional Insurance of any kind is purchased, and the insurance provider should fail to perform its contractual obligations, the Members shall be called upon to repay to the Agency, within a period of time of not less than sixty (60) days after notice, any amounts, then needed for reserves or to make payments, for the claim year in question, as had been previously distributed to them as refunds, rebates or other repayment of surplus funds. The Executive Committee shall determine the extent to which the Floating Super Fund may be used to establish reserves or to pay some or all of such claims before a call for the return of some or all of the returned surplus funds for the claim year in question is made. Members shall also be obligated to make Supplementary Payments, up to the maximum allowed amount, for losses or claims which fall within the scope and amount of coverage which the Agency agreed to cover through Joint Self-Insurance rather than through levels of coverage which were to be paid from the proceeds of Conventional Insurance of any kind.

In all cases where the Agency has purchased Conventional Insurance of any kind, the Members shall look solely to the provider of the Conventional Insurance coverage for the payment of claims or losses within the scope of

coverage of the policies purchased. Neither the Joint Risk Management Fund or Floating Super Fund, nor funds procured through Supplementary Payments, shall be used to pay claims or losses within the dollar amount and scope of coverage assumed by an insurance company which has sold Conventional Insurance of any kind to the Agency. Provided, however, that the Board of Directors may authorize the use of Agency funds to pay the costs of litigation of a Member against such Conventional Insurance provider which contends that a claim or loss has not been paid as contractually required by the Conventional Insurance company.

- H. A budget for the Agency shall be recommended to the Board of Directors by the Executive Committee for each fiscal year. That budget shall confirm and authorize the payment of any funds made earlier during that first fiscal year as well as such funds as are estimated to be required during the remainder of that fiscal year.

ARTICLE IX. SCOPE OF LOSS PROTECTION.

In the absence of a motion by the Board of Directors expanding or contracting the scope of loss protection furnished by the Agency, the Agency shall provide loss protection from its self-insured retention funds only to the extent that protection would be accorded within the terms of the Conventional Insurance held from time to time by the Agency for the benefit of its Members. The intent of this Contract and By-Laws shall be that except to the extent to which the scope of coverage provided by the Agency is specifically expanded by action of the Board of

Directors, the Members herein do not intend to utilize the Joint Risk Management Fund or Floating Super Fund of the Agency to cover claims or losses where the conventional, excess, aggregate or reinsurance covers the claim or loss. Provided, however, that without limiting the generality thereof, except in the amount and to the extent paid for by the conventional, excess aggregate or re-insurance purchased by the Agency, the Agency shall not provide self-insurance pooled coverage in the following areas:

- A. Punitive or exemplary damages.
- B. Liability of individuals otherwise covered for acts committed outside the scope of their duties and powers.
- C. Those portions of causes of action seeking only non-monetary claims such as injunction, mandamus and declaratory relief.
- D. The payment of the attorneys' fees of opposing counsel or other court costs where a judgment providing no other monetary relief to the plaintiff is entered.
- E. Those portions of causes of action where the plaintiff seeks no damages but only the return of tax funds or any other fund alleged to have been paid or received by the Member in error or without authority in law.
- F. Those portions of causes of actions grounded solely in contract except for validly extended contractual obligations of Members to indemnify third-parties. For a contractual obligation of a Member to indemnify third parties to be validly extended, it must be approved by the Chair in writing through the issuance of a Certificate of Protection/ Insurance specifically naming the Member and the third

party to whom a contractual obligation to indemnify is being extended. The Executive Committee may establish guidelines to be used by the Chair in determining whether to extend a contractual obligation to indemnify third parties.

- G. Those portions of causes of action seeking only back pay or retroactive salary increases based upon alleged discrimination.
- H. Those portions of causes of action alleging improper acts by officers of Members who serve as representatives of those Members on other intergovernmental agencies.
- I. Fire or casualty losses to property owned by the Member not listed upon the annual statement of values or property report furnished to the Agency.
- J. Continuing damages for an action of a Member, where the Member has been requested to terminate the practice during litigation by the written request of the Executive Committee and refuses to do so within no more than 30 days thereafter.

The Chair, after having reviewed a claim forwarded to the Agency for coverage shall be permitted to decline to provide coverage for such claim if, in his opinion, the claim is not within the scope of coverage accorded by the Agency. The Chair may also agree to accept the claim and provide a defense but may reserve the right of the Agency to withdraw from the defense or to refuse to provide indemnification against the claim in the event that it is later determined that the claim is not properly within the scope of protection accorded by the Agency. Any decision by the Chair on coverage may be appealed, in writing, to the Executive Committee within thirty (30) days after the Chair has issued a written decision on coverage.

By entering into this Contract and By-Laws, each Member of the Agency agrees to be bound by a decision of the Executive Committee that a particular matter presented to the Agency for defense and indemnification is or is not within the scope of coverage provided by the Agency. The decision of the Executive Committee shall be final in the absence of fraud or a gross abuse of its discretion.

ARTICLE X. INSURANCE.

The Agency may purchase insurance or reinsurance in such amounts as shall be approved by the Board of Directors.

In the event that a series of losses should deplete the amounts which could be raised from Annual and all callable Supplementary Payments, the excess insurance, the aggregate insurance and reinsurance for any one year and the funds of the Floating Super Fund have been entirely depleted, then the payment of such uncovered valid loss shall be the obligation of the individual Member or Members against which the claim was made and perfected by judgment or settlement. Unless otherwise provided for, the Agency shall make payments from the Joint Risk Management Fund and Floating Super Fund, insurance proceeds in the order in which the judgments against the Agency have been entered or settlements of claims have been reached.

ARTICLE XI. OBLIGATIONS OF MEMBERS.

The obligations of Members of the Agency shall be as follows:

- A. To budget for, where necessary to levy for and to promptly pay all Annual and Supplementary or other payments to the Agency at such times and in such amounts as shall be established by the Board of Directors within the scope of this

agreement. Any delinquent payments shall have added to them an amount equal to the highest interest rate allowed by statute to be paid by an Illinois unit of local government.

- B. To appoint an authorized representative to serve on the Board of Directors and to appoint an alternate representative.
- C. To allow the Agency reasonable access to all facilities of the Member and all records including but not limited to financial records which relate to the purpose or powers of the Agency.
- D. To allow attorneys employed by the Agency to represent the Member in investigation, settlement discussions and all level of litigation including subrogation arising out of any claim made against the Member within the scope of loss protection furnished by the Agency.
- E. To furnish full cooperation with the Agency's attorneys, claims adjusters, and any agent, employee, officer or independent contractor of the Agency relating to the purpose and powers of the Agency.
- F. To follow in its operations all loss reduction and prevention procedures established by the Agency within its purpose and powers.
- G. To report to the Agency within the time limit specified the following items:
 - 1. To report, within ten (10) days of receipt, a statutory notice of claim, a summons and complaint or other pleading before a court or agency for which coverage is sought.
 - 2. To report, within thirty (30) days of receipt, a written demand for monetary relief for which coverage is sought.

3. To report to the Agency at the earliest practicable moment any information of an occurrence received by the Member and from which the Member could reasonably conclude that coverage will be sought.

In the event that the items set forth above are not submitted to the Agency within the time periods set forth above, the Chair may, in whole or in part, decline to provide a defense to the Member or to extend the funds of the Agency for the payment of losses or damages incurred. In reaching its decision, the Chair shall consider whether and to what extent the Agency was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish notice of the claim. Any Member may, within thirty (30) days after receiving such a decision of the Chair, request, in writing, that the Executive Committee take official action to affirm or reverse that decision. In the absence of fraud or a gross abuse of discretion, the decision of the Executive Committee shall be final.

ARTICLE XII. LIABILITY OF BOARD OF DIRECTORS OR OFFICERS.

The Members of the Board of Directors or officers of the Agency should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Agency funds, or failure to invest. No Director shall be liable for any action taken or omitted by

any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Agency may purchase Conventional Insurance providing liability coverage for such Directors or officers. Where no such insurance has been purchased to provide liability coverage for such Directors or officers, or the amount of the Conventional Insurance purchased shall be inadequate to cover all claims, the Joint Risk Management Fund shall be utilized to defend and pay claims on behalf of such Directors or officers.

ARTICLE XIII. NO THIRD-PARTY BENEFICIARIES.

The scope of coverage of the Agency shall extend only to the Members and this intergovernmental agreement is not intended to, nor does it grant any rights, including, but not limited to, the right to an interpretation of its provisions or benefits to any third parties. Any language in Conventional, Excess, Aggregate or Reinsurance policies expanding the scope of coverage to any third parties extends to the Members only, and not to such third parties.

ARTICLE XIV. OPTIONAL DEFENSE BY MEMBER.

Whenever the Agency proposes to settle any pending claim or suit where the amount of that proposed settlement shall exceed an amount established from time to time by the Executive Committee, the Member shall be given advance notice of that settlement. Such notice may be given by the establishment of a new reserve amount. The officers and employees of the Agency shall, however, endeavor to give specific oral or written notice to a Member of the exact amount of any proposed settlement in excess of the reserved amount at least fourteen (14) days prior to the date at which the Agency proposes to bind itself to pay such settlement amount. It is

recognized by the Members that under some circumstances the Agency may not be able to give fourteen (14) days' prior oral or written notice of the proposed settlement. The officers, employees or independent contractors of the Agency shall attempt to give the Members as much notice of the settlement as is possible under the circumstances of each case.

In the event that a Member should disagree with the amount at which the Agency proposes to settle a case or claim, the authorized representative of the Member on the Board of Directors of the Agency, the alternative representative, or the Manager or other Chief Executive Officer of the Member may notify the Chair of the Agency in writing that the Member exercises its right to prevent the Agency from reaching a settlement at the agreed upon amount. In cases where such a written objection is received, the Agency will not settle the case without the consent of the Member. In the event that the Agency does not settle a case based upon the objection of a Member, the Agency shall continue to provide a defense to the defendants unless the Member should desire to itself undertake the defense. In the event that the case or claim is eventually resolved through a settlement or judgment in an amount less than the amount at which the case could have been previously settled by the Agency then the Member which has undertaken the costs of its own defense shall be entitled to its additional actual costs, including attorneys' fees, up to the level at which its costs and the prior allocated costs of the Agency, including attorneys' fees, equal the amount at which the case could have been settled by the Agency. To the extent that the case or claim is resolved through settlement or judgment at an amount greater than that at which the case or claim could have been previously settled by the Agency, the Member shall be obligated to pay to the Agency, within thirty (30) days upon

receipt of written notice, the amount that the sum of the settlement or judgment, plus all other allocated costs of the Agency, exceed the sum of money at which the case could have been earlier settled by the Agency. Such payments shall be unlimited in amount and the Agency shall not be required to advance the payment due from the Member. If at any time the amount of the allocated costs of the Agency devoted to the case shall equal or exceed the amount at which the case could have been settled, the Agency may require periodic payments from the Member if the Member wishes to have the Agency continue to provide the defense.

Allocated costs shall mean those costs which are allocated to individual cases under the bookkeeping and accounting system utilized by the Agency. The Agency may establish the amount at which it could have settled the case through a written settlement offer by the plaintiff, or through other competent evidence of the availability of the settlement at a particular sum.

To the extent that payment shall be made from an aggregate, excess or other insurance carrier, the provision of this Article shall prevail when not contrary to those insurance contracts.

ARTICLE XV. CONTRACTUAL OBLIGATION.

This document shall constitute a contract among those units of local government which become Members of the Agency. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with these By-Laws as originally written or validly amended shall remain a continuing obligation and responsibility of the Member. The terms of this Contract may be enforced in a court of law by the Agency or any Member. Should the Agency be required to enforce the terms of this Agreement against a Member in a court of law and the Agency be the prevailing party, the Member (or former

Member) against which the claim is brought shall pay the Agency's costs and attorney's fees within sixty (60) days after the litigation is terminated.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promise and agreements of the Members set forth herein. This Contract and By-Laws may be executed in duplicate originals and its passage shall be evidenced by a certified copy of an ordinance or resolution passed by a majority of the Members. Provided, however, that except to the extent of the limited financial contributions to the Agency agreed to herein or such additional obligations as may come about through amendments to these By-Laws no Member agrees or contract herein to be held responsible for any claims in tort or contracts made against any other Member. The contracting parties intend in the creation of the Agency to establish an organization for joint risk management only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

ARTICLE XVI. EXPULSION OF MEMBERS.

By the vote of two-thirds (2/3) of the entire membership of the Board of Directors, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

- A. Failure to make any payments due to the Agency.
- B. Failure to undertake or continue loss reduction and prevention procedures adopted by the Agency.

- C. Failure to allow the Agency reasonable access to all facilities of the Member and to all records which relate to the purpose or powers of the Agency.
- D. Failure to furnish full cooperation with the Agency's attorneys, claims adjusters, and any agent, employee, officer or independent contractor of the Agency relating to the purpose and powers of the Agency.
- E. Failure to carry out any obligation of a Member which impairs the ability of the Agency to carry out its purpose or powers.

No Member may be expelled except after notice from the Chair of the alleged failure along with reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion should take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final unless the Board shall be found by a court to have committed a gross abuse of discretion. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than thirty (30) days after the vote expelling the Member has been made by the Board of Directors except that the expulsion of a Member for reason A may be made effective immediately. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote by the Board of Directors expelling the Member.

After expulsion, the former Member shall continue to be fully obligated for its portion of any claim against the assets of the Risk Management Agency which was created during the term of its Membership along with any other unfulfilled obligations as if it was still a Member of the Agency. The Agency shall continue to provide coverage for all claims which would have been covered prior to the expulsion except that it shall be excused from such coverage if the actions of the Member prevent the Agency from providing an adequate defense on its behalf. The expelled Member shall, after expulsion, no longer be entitled to participate or vote on the Board of Directors and shall not be entitled to any refund, rebate or other return of surplus funds which may be authorized by the Agency for any year for which the expelled entity was a Member of the Agency nor shall the expelled Member be entitled to the return of any funds declared by the Agency to be surplus from the Floating Super Fund.

ARTICLE XVII. TERMINATION OF THE AGENCY.

If, at the conclusion of any fixed term of the Agency, the Board of Directors does not vote to continue the existence of the Agency, or, if at any time the number of the Members of the Agency which will continue as Members into the next fiscal year shall be less than five (5), or at any time upon a two-thirds (2/3) vote of the entire Board of Directors at a regular or special meeting thereof, then the Agency shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors and the Executive Committee shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the Agency. It is contemplated that such meetings may continue for some substantial period of time in order to accomplish this task.

All Members upon a general termination of the Agency shall remain fully obligated for their portion of any claim against the assets of the Joint Risk Management Fund or Floating Super Fund which was created during the term of their membership along with any other unfulfilled obligations, including, but not limited to calls for Supplementary Payments for years of their membership which may be required and called for in subsequent years.



1801 179th Street North
East Moline, IL 61244
309-751-9540
www.vermeer-midwest.com

6/6/2025

Quote #: RTX250 7/1/25 Quote
PO #:

Bill To:
City of Rock Falls Electrical Department
Larry Hanrahan
1109 Industrial Park Road
Rock Falls, IL 61071
815-622-1145

Ship To:
City of Rock Falls Electrical Department
Larry Hanrahan
1109 Industrial Park Road
Rock Falls, IL 61071
815-622-1145

To Whom It May Concern:

I would like to submit this quote to you. This is a bid contract price award by Sourcewell to Vermeer 110421-VRM Public Utility Equipment with Related Accessories and Services

| | |
|---|--------------------|
| 1 New 2025 Vermeer RTX250 | \$19,139.27 |
| Sourcewell 2025 Pricing | |
| ~ 25 HP Kohler EFI Gas Engine | |
| ~ Width: 35" | |
| ~ 31" Track System | |
| ~ VZ Steering System | |
| ~ Full Hydraulic Trencher | |
| ~ Hydraulic Ground Drive | |
| ~ 120'/Minute Ground Drive | |
| ~ Fuel Tank: 7.5 Gallons | |
| ~ Hydraulic Tank: 9 Gallons | |
| ~ 2 Year Standard Kohler Warranty per Engine Manufacturer | |
| ~ 1 Year/1000 Hour Parts and Labor Standard Vermeer Limited Warranty | |
| 1 Vermeer AB26 Backfill Blade | \$787.97 |
| 36" Boom & Chain | \$3,195.75 |
| 36 GRCB - \$1,416- Boom with trench cleaner - deduct \$450 if cleaner not wanted | |
| 68 Pin 6" wide chain - shark combo - \$1779.75 - 2250SSC06068 | |
| 7" Greaseable End Idler | |
| CP PREM 24 MOS, UNLIMITED HRS - 500 HRS MAINT | \$3,374.80 |
| CP PREM 24 MOS, UNLIMITED HRS - 500 HRS MAINT | |
| CONFIDENCE PLUS PREMIUM PACKAGE | |
| ~ 24 Additional Months of Extended Warranty Coverage with NO HOUR RESTRICTIONS on your Vermeer Equipment Components. | |
| Engine Warranty Not Included. | |
| PLANNED MAINTENANCE - 6 Services - 50, 100, 200, 300, 400, 500 hrs | |
| ~ Parts & Labor rates are locked in and pre-paid for up to the selected hours of maintenance coverage or 5 years from date of purchase, whichever occurs first. | |
| ~ Number and hours of planned maintenance intervals vary by model. See Vermeer Midwest Rep for details. | |

Initials: _____

Quote #:Q-29706

~ Includes comprehensive inspections with each planned maintenance service.

TRAVEL

~ 60% discount from published travel rates at the time of occurrence for PMs and warranty services for Extended Warranty term. Charge is per occurrence.

DIAGNOSTICS

~ Diagnostics offered at no charge for entire Extended Warranty term.

Telematics

| | |
|-------------------------|--------------------|
| | \$563.47 |
| Untaxed Machine | \$23,686.46 |
| Freight and Prep | \$681.00 |
| Warranty | \$3,374.80 |
| Grand Total | \$27,742.26 |
| <hr/> | |
| Total Due | \$27,742.26 |
| <hr/> | |

Finance Options with Approved Credit

| Payment Details | Monthly Payment |
|---|-----------------|
| Approximate payment on 24 months based on \$0 down - 7% | \$1,264.48 |

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____

Date: _____

Thank you for your consideration.

Sincerely,

Andy VanSoelen
Territory Manager
andy.vansoelen@vermeermidwest.com

Initials: _____

Quote #:Q-29706



1801 179th Street North
 East Moline, IL 61244
 309-751-9540
www.vermeermidwest.com

6/6/2025

Quote #: TLR33 7/1/25 Quote
 PO #:

Bill To:
 City of Rock Falls Electrical Department
 Larry Hanrahan
 1109 Industrial Park Road
 Rock Falls, IL 61071
 815-622-1145

Ship To:
 City of Rock Falls Electrical Department
 Larry Hanrahan
 1109 Industrial Park Road
 Rock Falls, IL 61071
 815-622-1145

To Whom It May Concern:

I would like to submit this quote to you.

1 New 2025 Vermeer Trailer TLR33 **\$4,438.33**

- ~ Single Axle Tilt Bed Trailer with 2" Ball Coupler
- ~ Width: 71.5"
- ~ Length: 141"
- ~ Weight: 771 lbs
- ~ GVWR: 2950 lbs
- ~ Tongue Weight: 50 lbs
- ~ Width Between Fenders: 52"
- ~ Floor Bed Length: 96"
- ~ 2,000 lb Tongue Jack
- ~ Optional Brakes - **Add \$268**

Documentation Fee **\$200.00**

Binderless Tie Down **\$454.00**

Quick Tie Down System for RTX250
 TLR33258

| | |
|---|-------------------|
| Documentation Fee | \$200.00 |
| Untaxed Machine | \$4,892.33 |
| Freight and Prep | \$667.00 |
| License and Title | \$173.00 |
| Grand Total | \$5,932.33 |
| <hr style="border-top: 1px dashed black;"/> | |
| Total Due | \$5,932.33 |
| <hr style="border-top: 1px dashed black;"/> | |

Initials: _____

Quote #:Q-29709



AUTO GROUP

Chris Lansford
Sales Representative

chris.lansford@kunes.com

815.625.6300 office
815.625.6300 fax



FORD | STERLING

2811 North Locust Street
Sterling, IL 61081
KunesFordSterling.com



| Buyer |
|---|
| City Of City Of Rock Falls 1013 7Th Ave Rock Falls, IL 61071 E: (815) 622-1100 |

| Vehicle |
|----------------------|
| 2025 Chevy Silverado |
| VIN: |
| Stock #: |
| Mileage: |
| Color: white |

| Purchase Details | |
|---------------------------|--------------------|
| Sales Price: | \$67,832.40 |
| Accessories: | \$0.00 |
| Service Contract: | \$0.00 |
| License and Title Fee: | \$351.00 |
| Doc Fees: | \$367.70 |
| Estimated Taxes: | \$0.00 |
| Total Sales Price: | \$68,551.10 |
| Trade Allowance: | \$0.00 |
| Trade Payoff: | \$0.00 |
| Trade Equity: | \$0.00 |
| Rebate: | \$3,000.00 |
| Cash Down: | \$0.00 |
| Cash Price: | \$65,551.10 |

X

Customer Signature

Date

X

Manager Signature

Date

Disclaimer:

Printed 6/11/25 1:09 PM

New 2025 Chevrolet Silverado 2500 Work Truck Double Cab 4x4 Plow Truck BOSS V-Plow

Stock #02T1923



Photos may be stock images.

Vehicle Notes

No job too big, no job too small, this truck can handle it all! Upfitted with: Boss 8'2" Steel V-DXT Plow with Rubber Snow Deflector.** BACKUP CAMERA, Boss 8'2" Steel V-DXT Plow, Rubber Snow Deflector, 10-Speed Automatic, 4WD, Black Cloth, Snow Plow Prep/Camper Package, Upfitter Switch Kit (5), WT Convenience Package.2025 Chevrolet Silverado 2500HD Double Cab Work Truck 6.6L V8 4WD 10-Speed AutomaticThis 2025 Silverado 2500HD will do the work you need. Our commercial truck experts have over 30 years combined experience, here to provide the knowledge to get you the right truck for your needs. We pride ourselves on honesty and integrity, but please note that mistakes or misprints due to human error are possible. Find out why our dealerships have won DealerRater.com DEALER OF THE YEAR a whopping 10 TIMES! Call, email, or live chat with one of our friendly sales professionals now to schedule your test drive! Price does



Photos may be stock images.

BOSS DXT

Watch Video

Body Details

| | |
|-----------------------|-------------------------------|
| Manufacturer | |
| Body Type | Plow Truck |
| Body Line | DXT Plows |
| Body Model | 8'2" Steel Power-V DXT |
| Snowplow Manufacturer | BOSS |
| Snowplow Type | V-Plow |
| Snowplow Description | 8'2" Steel Power-V DXT V-Plow |
| Snowplow Material | Steel |

DXT Plows Features

Extreme conditions demand cutting edge innovation. The durable, fully featured BOSS DXT is the ultimate tool to fight all things snow and ice. The DXT combines both trip-edge and full moldboard trip technologies for high and low trip protection when striking obstacles like frozen snowbanks, manhole covers and curbs. Flared wings with

Share

Calculate Payments

Call

Print

Price **\$67,921**

Vehicle Financing

\$1,206 monthly
Estimated payment for **72 months**
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Vehicle available NOW in Delavan, WI.

Contact Kunes Chevrolet Cadillac for more info.
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See Dealership's Other Listings

Vehicle Transportation

Get a quote to transport this specific vehicle from the dealer's location straight to your business.

City of Rock Falls
Health Insurance GLP-1 Insurance Coverage

Implement EnCircleRX Program with Continuation of Treatment -

1. Does **NOT** have to meet the new BMI requirements
2. Provider attestation that the member has engaged in a trial of behavioral modification and dietary restriction for at least 3 months prior to the first coverage review step.
3. Requires member engagement with a lifestyle and behavioral modification program (4 weigh-ins, 4 app engagements every 30 days).
4. Requires 5% body weight loss from pre-therapy measurement at PA renewal.

Implementation of the program effective as of 01/01/2026 for a 0.5% premium deduction.