

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

August 5, 2025
5:30 p.m.

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

Audience Requests

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

Consent Agenda:

1. Approval of minutes from the July 15, 2025 City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinance for 1st Reading:

1. Ordinance 2025-2704 - Amending Chapter 18, Article VII - Trucks Generally - Prohibited on Certain Streets ☞
2. Ordinance 2025-2705 - Amending the Rock Falls Municipal Code Adding Chapter 6, Article III, Division 1, Section 6-82 Relating to Accessory Buildings and Structures ☞

Ordinance for 2nd Reading and Adoption:

1. Ordinance 2025-2702 - Authorizing Mayor to Execute Memorandum of Understanding Between the City of Rock Falls, Whiteside County Sheriff, and the County of Whiteside for the Funding and Provision of Non-Emergency and Emergency 911 Services (Single Dispatch Center) ☞
2. Ordinance 2025-2703 - Authorizing Variance from Sign Regulations Regarding Loves Travel Stop ☞

Resolutions:

1. Resolution 2025-938 - Authorizing a Joint Funding Agreement with the Illinois Department of Transportation for Section Number 19-00137-00-BR (E 11th Street Bridge) in the amount of \$455,500.00. ☞

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 Utility Office Write-Offs for April 2025 through June 2025 in the amount of \$10,977.02. ☞
2. Recommendation from the Utility Committee to approve the Quote from Viking Industrial Painting, 10905 Harrison St, La Vista, NE in the amount of \$93,500.00 for painting the Water Tower on E 11th Street. ☞
3. Recommendation from the Utility Committee to approve the Quote from Peerless Well & Pump 15602 West Key Drive, Peosta, IA in the amount of \$24,940.00 for the rehab of Well #4, #5 and #7. ☞
4. Recommendation from the Utility Committee to award boring and conduit for the 34.5kV Tie Line Project to Kirby Cable Services, 17842 Sumner Rd, Pecatonica, IL in the amount of \$38,080.00. ☞
5. Recommendation from the Utility Committee to approve a ten-year agreement with the Illinois Department of Natural Resources for a 15" Storm Sewer Pipe and Outlet in the amount of \$1,210.00. ☞

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 – August 19, 2025, at 5:30 p.m.

Posted: August 1, 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 July 15, 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, Arduini, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present.

Audience request:

Carol Sensenig asked about the stray cat population in her neighborhood. She has contacted animal control and there are about 15 cats that are tearing up her yard and would like something done. Mayor Kleckler said that he would speak with animal control.

Community Affairs: Rock Falls Chamber of Commerce, Sam Smith President/CEO
None

Consent Agenda:

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

1. Approval of minutes from the July 1, 2025, City Council Meeting
2. Approval of bills as presented.
3. Approve Alderman Bill Wangelin as Mayor Pro-Tem (July 15, 2025, through April 30, 2026).
4. Approve Mayoral Appointment of Alderman Doane to the Police Fire Committee and the Public Works Public Property Committee.

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

Vote 6 aye, 2 abstained (Wangelin and Doane), motion carried.

Ordinance for 2nd Reading and Adoption:

1. Ordinance 2025-2699 – Amending Chapter 18, Article V Stop and Yield Intersections. A motion was made by Alderwoman Sobottka to approve Ordinance 2025-2699 – Amending Chapter 18, Article V Stop and Yield Intersections for second reading and adoption and second by Alderwoman Arduini.
Vote 8 aye, motion carried.
2. Ordinance 2025-2700 – Amending Chapter 16, Article V of the Rock Falls Municipal Code Providing for a Class D-3 Liquor License. A motion was made by Alderman Wangelin to approve Ordinance 2025-2700 – Amending Chapter 16, Article V of the Rock Falls Municipal Code Providing for a Class D-3 Liquor License for second reading and adoption and second by Alderwoman Sobottka.
Vote 8 aye, motion carried.
3. Ordinance 2025-2701 – Approving Interconnection Agreement and Qualifying Facility Power Purchase Agreement for Solar Facilities at McCormick Event Center.

A motion was made by Alderwoman McKanna to approve Ordinance 2025-2701 – Approving Interconnection Agreement and Qualifying Facility Power Purchase Agreement for Solar Facilities at McCormick Event Center for second reading and adoption and second by Alderman Doane.

Vote 8 aye, motion carried.

City Administrator:

1. Approval of the Intergovernmental Agreement by and Between the City of Sterling (Fire Department) and the City of Rock Falls (Fire Department)

A motion was made by Alderwoman Sobottka to approve the Intergovernmental Agreement by and Between the City of Sterling (Fire Department) and the City of Rock Falls (Fire Department) and second by Alderwoman McKanna.

Vote 8 aye, motion carried.

2. Approval for Change Order No. 4 in the amount of \$23,939.34 with Martin & Company Excavating, 2456 East Pleasant Grove Road, Oregon, IL 61061, for the Avenue A Reconstruction and 5th Avenue Lift Station Replacement Project.

A motion was made by Alderwoman Sobottka to approve Change Order No. 4 in the amount of \$23,939.34 with Martin & Company Excavating, 2456 East Pleasant Grove Road, Oregon, IL 61061, for the Avenue A Reconstruction and 5th Avenue Lift Station Replacement Project and second by Alderwoman Arduini.

Vote 8 aye, motion carried.

City Attorney:

None

City Departments:

None

Alderman Reports / Committee Chairman Requests

A motion was made by Alderman Wangelin to approve the Recommendation from the Public Works Public Property Committee to award the low bid for the Chip Seal Project to Civil Constructors, 2283 Business Route 20 East, Freeport, IL 61032 in the amount of \$101,869.00 and second by Alderman Dowd.

Vote 8 aye, motion carried.

A motion was made by Alderman Wangelin to approve the Recommendation from the Public Works Public Property Committee to award the low bid for the Street Overlay Project to Civil Constructors, 2283 Business Route 20 East, Freeport, IL 61032 in the amount of \$166,767.20 and second by Alderman Dowd.

Vote 8 aye, motion carried.

Mayor's Report:

Reminded Council Members of invitation to the Steak Fry in the Country by Sauk Valley Area Chamber of Commerce in August and to let himself or the business office know if interested in going.

City ID's can be made at the Electric Department if interested.

Executive Session:

1. Enter into Executive Session for the purposes of:
 - a. Section 2(c)(21) – Review of Closed Session Minutes
 - b. Collective Bargaining – Section 2(c)(2) – Collective negotiating matters and deliberation concerning salary scheduled.

A motion was made by Alderwoman Sobottka to move into Executive Session and second by Alderwoman Arduini.

Vote 8 aye, motion carried (5:47 p.m.)

Action taken from Executive Session:

A motion was made by Alderwoman Sobottka to keep Executive Session Minutes Closed Section 2(c)(21) – Review of Closed Session Minutes and second by Alderwoman Arduini.

Vote 8 aye, motion carried.

A motion was made by Alderwoman Sobottka to approve the Collective Bargaining – Section 2(c)(2) – Collective negotiating matters and deliberation concerning salary scheduled - Side Letter effective immediately and second by Alderman Stahr.

Vote 8 aye, motion carried.

A motion was made by Alderwoman Sobottka to adjourn and second by Alderwoman Arduini.
Vote via voice, all approved (5:58 p.m.)

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

603 W 10th Street

Rock Falls, Illinois

08/01/2025 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	\$13,070.96
General Fund	\$225,353.65
Building Code / Demolition Fund	\$6,384.75
TIF Downtown Redevelopment	\$1,940.39
Electric	\$329,417.83
IT Fund	\$236.88
Sewer	\$36,840.04
Water	\$54,023.45
Garbage	\$48,967.90
Customer Service Center	\$5,783.91
Drug Fund	\$275.50
Motor Fuel Tax	\$1,062.22
Customer Utility Deposits	\$158.25
	<hr/> <hr/>
	\$723,515.73

Alderman McKanna
Alderman Wangelin
Alderman Byrd
Alderman Stahr

INVOICES DUE ON/BEFORE 07/18/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
4501	SAUK VALLEY AREA		250.00
5161	HUGHES MEDIA CORP	3,775.00	795.00
5308	LEAF	1,843.24	96.96
5389	MELINDA JONES	249.90	11.82
T0005776	WIFR/GIFR/EIFR/DSLN/WSLN	50.00	910.00
T0005913	VISITNW ILLINOIS		5,000.00
T0006023	GEORGE FEST LLC		500.00
	TOURISM		7,563.78
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	4,751.00
	ADMINISTRATION		4,751.00
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	150.16
	PLANNING/ZONING		150.16
04	BUILDING		
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	1,221.00
5308	LEAF	1,843.24	96.96
	BUILDING		1,317.96
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	1,046.75
1853	MOORE TIRES INC.	1,721.64	31.31
3137	MOELLER MYERS & ASSOCIATES PC	420.00	280.00
4806	AXON ENTERPRISE INC	10,969.50	487.20
5147	ID NETWORKS		2,995.00
5369	HELM ELECTRIC	54,322.00	1,300.00
T0005227	ROCK RIVER SERVICE COMPANY		10,325.00
T0005357	TAX-EXEMPT LEASING CORP		67,990.03
	POLICE		84,455.29

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/18/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	1,800.00	1,050.00
	CODE HEARING DEPARTMENT		1,050.00
10	STREET		
110	BONNELL INDUSTRIES, INC.	1,557.35	3,000.00
1224	AIRGAS USA LLC	168.22	106.91
1279	WILCO RENTAL	442.83	52.80
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	318.00
194	GRUMMERT'S HARDWARE - R.F.	1,370.16	1.56
2451	MENARDS	5,522.80	24.94
4207	O'REILLY AUTOMOTIVE INC	1,259.80	-23.37
5329	BF ENGINEERING PLLC	750.00	400.00
5394	OLIVIA GUTIERREZ	900.00	125.00
651	NICOR	8,302.94	186.19
852	S.J. SMITH CO INC	143.96	11.70
T0000024	MILES TRUCK & TRAILER WORKS	25,871.96	75.00
	STREET		4,278.73
12	PUBLIC PROPERTY		
1279	WILCO RENTAL	442.83	28.47
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	229.67
651	NICOR	8,302.94	149.32
	PUBLIC PROPERTY		407.46
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	278.25
350	GISI BROS INC	2,107.67	663.37
4447	FRANK'S SMALL ENGINE REPAIR	223.36	405.00
4559	CHUCK'S COMPRESSORS INC		1,066.00
4664	STAPLES ADVANTAGE		38.29
5032	COMCAST	109.70	48.00
5421	BENJAMIN HARVEY	419.30	69.95
651	NICOR	8,302.94	189.64
T0003588	DIXON PROP SHOP		180.00
	FIRE		2,938.50

INVOICES DUE ON/BEFORE 07/18/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	1,104.00
	BUILDING CODE DEMOLITION FUND		1,104.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
2451	MENARDS	5,522.80	1,165.50
5394	OLIVIA GUTIERREZ	900.00	130.00
580	MCCORMICK'S	160.01	55.99
	DOWNTOWN REDEVELOPMENT		1,351.49
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	2,548.17
194	GRUMMERT'S HARDWARE - R.F.	1,370.16	76.52
2187	BORDER STATES INDUSTRIES INC	4,832.20	2,411.00
283	ANIXTER INC	9,677.19	14,500.00
34	ALTORFER INC.	10,939.32	0.00
4136	ILLINOIS EPA	15,000.00	4,139.00
4148	BHMG ENGINEERS	167,505.36	44,253.19
4528	MODERN SHOE SHOP	881.48	260.99
5135	BUNTJER BROS INC	1,140.00	2,350.00
5343	QP TESTING LLC	3,936.00	3,646.66
5438	KLEINSCHMIDT ASSOCIATES	16,372.65	5,793.97
651	NICOR	8,302.94	162.63
T0005648	FRITZ ASPHALT SERVICE		9,000.00
	OPERATION & MAINTENANCE		89,142.13
SEWER FUND			
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	652.50
194	GRUMMERT'S HARDWARE - R.F.	1,370.16	12.92
2379	JOE JOHNSON EQUIPMENT LLC	8,132.69	2,364.29
2451	MENARDS	5,522.80	660.84
2655	MISSISSIPPI VALLEY PUMP, INC.	2,214.00	6,600.00
34	ALTORFER INC.	10,939.32	37.48

INVOICES DUE ON/BEFORE 07/18/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
SEWER FUND			
38	OPERATION & MAINTENANCE		
4119	USA BLUE BOOK	2,905.32	173.12
4207	O'REILLY AUTOMOTIVE INC	1,259.80	15.98
4796	VERIZON WIRELESS	2,027.54	280.63
4913	MID-WEST TRUCKERS ASSOC INC		97.00
5369	HELM ELECTRIC	54,322.00	500.00
651	NICOR	8,302.94	391.04
	OPERATION & MAINTENANCE		11,785.80
WATER FUND			
40	WATER		
4141	BEHRENS TRUCKING &	26,300.00	1,050.00
4361	FERGUSON WATERWORKS #2516	81,027.30	2,573.68
67	B & D SUPPLY CO.	119.67	169.92
	WATER		3,793.60
48	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	59,289.80	358.00
4141	BEHRENS TRUCKING &	26,300.00	15,325.00
4361	FERGUSON WATERWORKS #2516	81,027.30	267.53
4383	GRAINGER	971.87	64.88
4707	KIMBALL MIDWEST		149.55
5238	FDF INC		4,325.00
651	NICOR	8,302.94	303.42
	OPERATION & MAINTENANCE		20,793.38
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	16,141.97	609.50
4664	STAPLES ADVANTAGE		316.47
	CUSTOMER SERVICE CENTER		925.97
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		

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TIME: 16:16:42
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/18/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0006022	DUSTIN MANON		32.31
	CUSTOMER UTILITY DEPOSITS		32.31
	TOTAL ALL DEPARTMENTS		235,841.56

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/25/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	19,656.40	113.14
T0005619	WQAD-TV/WQAD2/WQAD3	1,000.00	1,000.00
	TOURISM		1,113.14
GENERAL FUND			
01	ADMINISTRATION		
5168	MWM CONSULTING GROUP, INC		18,900.00
	ADMINISTRATION		18,900.00
04	BUILDING		
1853	MOORE TIRES INC.	1,752.95	1,000.51
5015	CARD SERVICE CENTER	19,656.40	75.00
5311	SAMSARA NETWORKS INC	1,480.00	20.00
5445	BRYAN PLUMMER		147.70
	BUILDING		1,243.21
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	19,656.40	43.28
	CITY CLERK'S OFFICE		43.28
06	POLICE		
2451	MENARDS	7,374.08	49.98
4579	PEST CONTROL CONSULTANTS IL	74.90	58.85
5015	CARD SERVICE CENTER	19,656.40	1,775.20
5429	AM URGENT CARE	170.00	340.00
5447	BRIAN DIAZ		63.67
628	MUNICIPAL ELECTRONICS DIV LLC	327.00	525.00
662	RAY O'HERRON CO., INC.	1,200.23	847.06
T0004769	MOBRE COUNSELING SERVICES LLC		750.00
T0005448	TROTSKY INVESTIGATIVE POLYGRAP		630.00
	POLICE		5,039.76

INVOICES DUE ON/BEFORE 07/25/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
1095	TURNROTH SIGN CO, INC.	393.00	50.00
1279	WILCO RENTAL	524.10	104.72
194	GRUMMERT'S HARDWARE - R.F.	1,461.16	47.55
4207	O'REILLY AUTOMOTIVE INC	1,259.80	102.86
4796	VERIZON WIRELESS	2,308.17	47.40
4938	MICHLIG ENERGY LTD	46,371.30	1,212.59
5015	CARD SERVICE CENTER	19,656.40	340.87
5311	SAMSARA NETWORKS INC	1,480.00	200.00
T0000024	MILES TRUCK & TRAILER WORKS	25,946.96	2,156.04
	STREET		4,262.03
12	PUBLIC PROPERTY		
4592	DIXON GLASS CO		631.73
4972	ROBBIN BLACKERT	300.00	80.00
5015	CARD SERVICE CENTER	19,656.40	197.98
	PUBLIC PROPERTY		909.71
13	FIRE		
T0003418	CITY OF ROCKFORD		6,850.00
	FIRE		6,850.00
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	183.00	60.75
	BUILDING CODE DEMOLITION FUND		60.75
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	108.00	50.00
	EMPLOYEE GROUP INS		50.00

INVOICES DUE ON/BEFORE 07/25/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
194	GRUMMERT'S HARDWARE - R.F.	1,461.16	10.79
4651	MOST PLUMBING & MECHANICAL LLC		130.00
	DOWNTOWN REDEVELOPMENT		140.79

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1527	RESCO	28,096.25	1,748.00
283	ANIXTER INC	24,177.19	545.33
4044	ENERCON ENGINEERING INC.		3,842.00
440	IMUA	4,355.00	1,000.00
4796	VERIZON WIRELESS	2,308.17	668.88
4888	VERMEER ILLINOIS INC	790.82	543.43
4995	CLOUDPOINT GEOSPATIAL INC	12,500.00	2,083.34
5193	TRI-STATE FIRE CONTROL		505.00
5311	SAMSARA NETWORKS INC	1,480.00	280.00
5369	HELM ELECTRIC	56,122.00	625.00
5441	INTREN LLC	86,388.95	13,494.60
651	NICOR	9,685.18	152.16
	OPERATION & MAINTENANCE		25,487.74

IT FUND			
22	IT FUND		
1493	WILLIAM & MARY COMPUTER CENTER	59,647.80	236.88
	IT FUND		236.88

SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	1,461.16	83.36
2517	WM CORPORATE SERVICES INC	11,820.97	1,222.05
4119	USA BLUE BOOK	3,078.44	167.96
4207	O'REILLY AUTOMOTIVE INC	1,259.80	15.98
4361	FERGUSON WATERWORKS #2516	83,868.51	151.30
4995	CLOUDPOINT GEOSPATIAL INC	12,500.00	2,083.33
5015	CARD SERVICE CENTER	19,656.40	296.83
5283	RHINO INDUSTRIES INC	2,380.60	4,068.00

INVOICES DUE ON/BEFORE 07/25/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
5311	SAMSARA NETWORKS INC	1,480.00	120.00
651	NICOR	9,685.18	57.45
	OPERATION & MAINTENANCE		8,266.26
WATER FUND			
40	WATER		
2212	ALLIANCE MATERIALS INC	1,184.49	660.97
	WATER		660.97
48	OPERATION & MAINTENANCE		
2212	ALLIANCE MATERIALS INC	1,184.49	1,131.30
4207	O'REILLY AUTOMOTIVE INC	1,259.80	32.52
4361	FERGUSON WATERWORKS #2516	83,868.51	395.01
4707	KIMBALL MIDWEST	149.55	356.04
4796	VERIZON WIRELESS	2,308.17	38.01
4995	CLOUDPOINT GEOSPATIAL INC	12,500.00	2,083.33
5015	CARD SERVICE CENTER	19,656.40	2,344.74
5311	SAMSARA NETWORKS INC	1,480.00	120.00
5446	BRAYDEN WOLF		100.00
795	SBM BUSINESS EQUIPMENT CENTER	3,995.70	63.00
	OPERATION & MAINTENANCE		6,663.95
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5015	CARD SERVICE CENTER	19,656.40	687.94
	CUSTOMER SERVICE CENTER		687.94
DRUG FUND			
56	DRUG ABUSE		
5362	RIVER RIDGE ANIMAL HOSPITAL		275.50
	DRUG ABUSE		275.50

DATE: 07/24/25
TIME: 11:57:54
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/25/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS INC	1,184.49	1,062.22
	MOTOR FUEL TAX		1,062.22
	TOTAL ALL DEPARTMENTS		81,954.13

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/01/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	417.97	32.54
5118	SIKICH CPA LLC	28,375.00	1,012.50
5161	HUGHES MEDIA CORP	4,570.00	1,490.00
5314	LINK MEDIA OUTDOOR	5,127.00	1,709.00
T0006023	GEORGE FEST LLC	500.00	150.00
	TOURISM		4,394.04
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	550.00	100.00
5118	SIKICH CPA LLC	28,375.00	10,125.00
753	ROCK FALLS CHAMBER OF COMMERCE	2,000.00	500.00
957	MONTMORENCY & COLOMA		5,000.00
	ADMINISTRATION		15,725.00
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	380.00	100.00
	CITY ADMINISTRATOR		100.00
04	BUILDING		
2797	MARK SEARING	120.00	40.00
	BUILDING		40.00
06	POLICE		
350	GISI BROS INC	2,771.04	294.06
4231	KIESLER POLICE SUPPLY INC	190.40	6,318.27
533	LECTRONICS, INC.	3,263.35	555.00
5448	FLOCK GROUP INC		15,000.00
T0005345	SUNSET LAW ENFORCEMENT		257.88
T0006029	ILLINOIS CORONERS & MEDICAL		475.00
	POLICE		22,900.21

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 08/01/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	86,619.40	33,761.70
1853	MOORE TIRES INC.	2,753.46	230.22
194	GRUMMERT'S HARDWARE - R.F.	1,602.86	40.93
34	ALTORFER INC.	10,976.80	56.96
4207	O'REILLY AUTOMOTIVE INC	1,411.16	65.96
4226	RYAN'S TREE SERVICE, INC.	2,425.00	2,125.00
5394	OLIVIA GUTIERREZ	1,155.00	125.00
	STREET		36,405.77
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	86,619.40	2,898.80
	PUBLIC PROPERTY		2,898.80
13	FIRE		
2985	CAPITAL ONE	1,348.75	286.95
3141	CERTASITE LLC		627.35
4385	DINGES FIRE COMPANY	809.15	2,941.92
5374	CAMERON GONZALEZ		175.29
5418	JONAH BASS		123.78
5421	BENJAMIN HARVEY	489.25	226.50
5435	CAMERON REUTER	1,187.32	156.35
T0000024	MILES TRUCK & TRAILER WORKS	28,103.00	6,003.64
T0005449	815 PORTA POTTY		95.00
	FIRE		10,636.78
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
5382	P & T PEPPERS LAWN CARE	14,425.60	5,220.00
	BUILDING CODE DEMOLITION FUND		5,220.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 08/01/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
4030	FISCHER EXCAVATING, INC.		323.11
5394	OLIVIA GUTIERREZ	1,155.00	125.00
	DOWNTOWN REDEVELOPMENT		448.11
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	59,884.68	495.00
194	GRUMMERT'S HARDWARE - R.F.	1,602.86	39.58
2451	MENARDS	7,424.06	81.05
283	ANIXTER INC	24,722.52	116,341.97
34	ALTORFER INC.	10,976.80	5.72
4207	O'REILLY AUTOMOTIVE INC	1,411.16	17.99
4226	RYAN'S TREE SERVICE, INC.	2,425.00	240.00
440	IMUA	5,355.00	100.00
4730	FLETCHER-REINHARDT CO	8,393.75	2,400.00
4888	VERMEER ILLINOIS INC	1,334.25	33,674.59
4938	MICHLIG ENERGY LTD	47,583.89	40,010.29
5083	HIGH VOLTAGE EQUIP DIAG INC		10,399.87
5118	SIKICH CPA LLC	28,375.00	4,050.00
5205	TALLMAN EQUIPMENT CO INC.		3,375.97
5369	HELM ELECTRIC	56,747.00	461.00
5384	D R O'DONNELL INC	19,126.00	2,756.00
T0006028	DARYLS HEIDERSCHEIT		338.93
	OPERATION & MAINTENANCE		214,787.96
SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	1,602.86	43.18
200	COM ED	417.97	265.95
2451	MENARDS	7,424.06	30.97
2655	MISSISSIPPI VALLEY PUMP, INC.	8,814.00	487.50
2985	CAPITAL ONE	1,348.75	107.06
4027	WHITESIDE COUNTY RECORDER	243.75	30.37
4119	USA BLUE BOOK	3,246.40	973.03
4207	O'REILLY AUTOMOTIVE INC	1,411.16	66.36
4684	SCHMITT PLUMBING & HEATING INC	8,877.50	10,873.45
4754	ILLINOIS TOLLWAY		31.20
482	JOHNSON OIL CO		86.94

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 08/01/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
4837	ENVIRONMENTAL RESOURCE ASSOC		729.33
5118	SIKICH CPA LLC	28,375.00	2,025.00
5369	HELM ELECTRIC	56,747.00	307.50
T0004455	ROCK RIVER CARTAGE INC	2,289.94	730.14
	OPERATION & MAINTENANCE		16,787.98
WATER FUND			
40	WATER		
533	LECTRONICS, INC.	3,263.35	3,977.89
T0003477	ALVARADO PLUMBING INC	1,015.00	14,000.00
	WATER		17,977.89
48	OPERATION & MAINTENANCE		
2301	STERLING NAPA	286.53	56.96
2985	CAPITAL ONE	1,348.75	432.92
4027	WHITESIDE COUNTY RECORDER	243.75	30.38
4361	FERGUSON WATERWORKS #2516	84,414.82	650.22
5118	SIKICH CPA LLC	28,375.00	2,025.00
T0000024	MILES TRUCK & TRAILER WORKS	28,103.00	938.18
	OPERATION & MAINTENANCE		4,133.66
GARBAGE FUND			
50	GARBAGE		
1258	REPUBLIC SERVICES	97,122.50	47,955.40
5118	SIKICH CPA LLC	28,375.00	1,012.50
	GARBAGE		48,967.90
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	11,400.00	4,170.00
	CUSTOMER SERVICE CENTER		4,170.00

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/01/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0006024	BRUCE WESCOTT		125.94
	CUSTOMER UTILITY DEPOSITS		125.94
	TOTAL ALL DEPARTMENTS		405,720.04

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2704

**ORDINANCE AMENDING CHAPTER 18, ARTICLE VII
TRUCKS GENERALLY - PROHIBITED ON CERTAIN STREETS.**

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.

BE IT ORDAINED, by the City Council of the City of Rock Falls, that Chapter 18, Article VII 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 addition of the following as Subsection (17) to Section 18-198. Prohibited on certain streets.

“Section 18-198. – Prohibited on certain streets.
(17) West 1st Street from 1st Avenue to 4th Avenue.”

SECTION 2: In all other respects, Chapter 18, Article VII of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 3: 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 4: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 5: 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- 2705

ORDINANCE AMENDING THE ROCK FALLS MUNICIPAL CODE
ADDING CHAPTER 6, ARTICLE III, DIVISION 1, SECTION 6-82
RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

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. 2025-2705

ORDINANCE AMENDING THE ROCK FALLS MUNICIPAL CODE
ADDING CHAPTER 6, ARTICLE III, DIVISION 1, SECTION 6-82
RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

WHEREAS, the Illinois Municipal Code provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper (65 ILCS 5/1-2-1); and

WHEREAS, the Mayor and the City Council of the City of Rock Falls, Whiteside County, Illinois (the "Corporate Authorities") have determined it is in the best interests of the City and its residents to amend Chapter 6, Article III, Division 1 of the Rock Falls Municipal Code (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 6, Article III, Division 1 of the Code, as amended, is hereby further amended to include a new Section 6-82 as follows:

"Sec. 6-82. - Accessory buildings or structures.

(a) No accessory building or structure shall be constructed, placed, or maintained on any property within the city unless a permitted primary building or structure presently exists on such property, in accordance with the zoning requirements of Chapter 34 of this Code.

(b) In the event a permitted principle building or structure on a property is demolished, removed, or otherwise ceases to exist, any accessory building or structure located on such property must also be demolished or removed within one hundred eighty (180) days unless otherwise approved in writing by the building official on a temporary basis, not to exceed a period of three hundred sixty-five (365) days, to account for the construction of a new primary building or structure.

(c) A violation of any provision in this section shall be punishable as a Class B violation as provided in section 1-41."

SECTION 3: In all other respects, Chapter 6, Article III, Division 1 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:

City Clerk

AYE:

NAY:

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2702

**ORDINANCE AUTHORIZING MAYOR TO EXECUTE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCK FALLS, WHITESIDE COUNTY SHERIFF, AND THE COUNTY
OF WHITESIDE FOR THE FUNDING AND PROVISION OF NON-EMERGENCY AND
EMERGENCY 911 SERVICES
(SINGLE DISPATCH CENTER)**

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. 2025-2702

**ORDINANCE AUTHORIZING MAYOR TO EXECUTE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCK FALLS, WHITESIDE COUNTY SHERIFF, AND THE COUNTY
OF WHITESIDE FOR THE FUNDING AND PROVISION OF NON-EMERGENCY AND
EMERGENCY 911 SERVICES
(SINGLE DISPATCH CENTER)**

WHEREAS, the City of Rock Falls (“City”), desires to enter into a Memorandum of Understanding, with the County of Whiteside (“County”) Whiteside County Sheriff (“Sheriff”), relative to the use and application of the 911 Sales Tax by the County and operation of the single dispatch system by the Whiteside County Sheriff; and

WHEREAS, the City and County are in mutual agreement with the terms of the proposed Memorandum of Understanding; and

WHEREAS, the Intergovernmental Cooperation Act (“Act”), 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised, or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agency, including the ability to contract with one another to perform any services; and

WHEREAS, the Parties have determined that it is in the best interests of the collective group to enter into a Memorandum of Understanding outlining the use of the 911 Sales Tax and the operation by the Sheriff of a singular dispatch center (Agreement) for non-emergency and emergency 911 services; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) have considered the terms of the Agreement and have determined it to be in the best interests of the City and its residents to authorize the Mayor to execute the Agreement for and on behalf of the City in accordance with the terms and conditions herein.

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

SECTION 1: The Mayor and City Council hereby find that the recitations contained in the Preamble to this Ordinance, are true and correct and incorporated herein as if fully set forth in this Section 1.

SECTION 2: The Mayor and City Clerk are authorized to execute the Agreement in the form set forth substantially in attached Exhibit A.

SECTION 3: All ordinance, motions, or parts thereof in conflict herewith are hereby repealed.

SECTION 4: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, publication, and approval as provided by law.

Approved this _____ day of _____, 2025.

MAYOR

ATTEST:

City Clerk

AYE

NAY

Exhibit A

(attach Memorandum of Understanding)

MEMORANDUM OF UNDERSTANDING

FOR THE FUNDING AND PROVISION OF 911 EMERGENCY SERVICES

BETWEEN WHITESIDE COUNTY AND PARTICIPATING MUNICIPALITIES

This **Memorandum of Understanding** ("MOU") is entered into this ___ day of _____, **2025**, by and between **Whiteside County, Illinois** ("County"), and the undersigned municipalities located within Whiteside County ("Municipalities"). The County and the Municipalities may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize units of local government to enter into agreements for the joint exercise of their powers and responsibilities;
- B. There is created an entity, to be commonly known as the Whiteside County Consolidated PSAP, an Intergovernmental Cooperative Venture, with an effective start date of July 7th, 2025 or on such later date as agreed to by the Parties. The Whiteside County Consolidated PSAP shall be responsible for operating a single PSAP, for police, ambulance, and fire dispatch within the territory, inclusive of Municipalities, of Whiteside County;
- C. The Municipalities desire to utilize the County's 911 System for emergency communications services to ensure prompt and reliable dispatch of police, fire, and emergency medical services;
- D. In the interest of equity and administrative efficiency, the Parties agree that funding for the 911 System shall not be based on individual municipal assessments, but shall instead be supported solely by revenues generated through the **Whiteside County Public Safety Tax**, approved pursuant to applicable Illinois law (55 ILCS 5/5-1006.5);
- E. The Parties desire to terminate any prior Agreements, covering services relating to PSAP services within Whiteside County and, as of the effective date of this MOU operate solely under the terms provided herein.

The Parties therefore agree as follows:

SECTION 1. PURPOSE

The purpose of this MOU is to establish the terms under which the County shall provide 911 emergency services to the Municipalities and to define the funding mechanism for such services through the Public Safety Tax.

SECTION 2. TERM

This MOU shall take effect on the date of the last signature below and shall remain in effect for a period of five (5) years. It shall automatically renew for successive five-year terms unless terminated in accordance with Section 9.

SECTION 3. COUNTY OBLIGATIONS

The County agrees to:

1. Provide 911 emergency communication and dispatch services to the County, inclusive of the territory of each of the Municipalities in accordance with applicable federal, state, and local laws and standards;
 2. Answer all phone calls made to the municipalities non-emergency number outside normal business hours and provide the necessary dispatching notification to the applicable emergency services municipal department;
 3. Maintain, operate, and upgrade the 911 System infrastructure as necessary;
 4. Employ, train, and supervise personnel required to perform emergency dispatch functions; and
 5. Use revenues from the Public Safety Tax to fund the operational costs of the 911 System, thereby eliminating the need for direct billing to participating Municipalities.
-

SECTION 4. MUNICIPAL OBLIGATIONS

Each Municipality agrees to:

1. Cooperate with the County in the implementation and ongoing operation of the 911 System;
 2. Provide timely updates regarding any changes in emergency contact procedures, jurisdictional boundaries, or other relevant information; and
 3. Acknowledge that funding for the 911 System is provided through the Public Safety Tax and that the Municipality shall not be separately billed for routine 911 services.
-

SECTION 5. PUBLIC SAFETY TAX FUNDING

1. The County shall allocate proceeds from the Public Safety Tax for the exclusive purpose of funding the County's emergency communication system and related public safety infrastructure related to the emergency communication system.
2. An annual budget, detailing expenditures for the 911 System, shall be made available to the Municipalities for transparency and review.

3. Should revenues from the Public Safety Tax become insufficient to maintain service levels, the Parties agree to meet and confer regarding alternative funding solutions.
-

SECTION 6. GOVERNANCE AND REVIEW

The County shall maintain an Advisory Committee, consisting of representatives from the County and participating Municipalities, to provide input on operations, evaluate equipment/technology upgrades, and review municipality requests for funding through the Public Safety Tax, if excess funds are available after the operations of the PSAP are funded. The Advisory Committee will consist of the County Board Chair, the Sheriff, and one representative from each of the County municipalities. Each of the Municipalities shall designate their own representative. The Advisory Committee will meet not less than annually in August at the Law Enforcement Center to review the operation of the PSAP, concerns of the Municipalities, and allow for presentation of any municipality requests. Once such requests are received the Sheriff will present these requests to the Public Safety Committee with final approval at the County Board meeting. A meeting of the Advisory Committee may also be called upon request of the Sheriff or the Municipalities where such request is made by not less than three such community representatives.

SECTION 7. LIABILITY

Nothing in this MOU shall be construed to create a joint venture, partnership, or shared liability. Each Party shall remain solely responsible for its own employees, agents, and operations.

SECTION 8. AMENDMENTS

This MOU may be amended only by written agreement of all Parties.

SECTION 9. TERMINATION

1. Any Municipality may withdraw from this MOU upon one hundred eighty (180) days' written notice to the County.
 2. Upon withdrawal, the Municipality shall forfeit its right to continued non-emergency 911 services under this MOU and may be subject to separate service arrangements and associated costs.
-

SECTION 10. MISCELLANEOUS

- **Governing Law:** This MOU shall be governed by the laws of the State of Illinois.
- **Severability:** If any provision is found invalid, the remainder shall remain in full force and effect.

- **EntireMOU:** This MOU constitutes the full and complete understanding between the Parties.

IN WITNESS WHEREOF, the undersigned Parties have executed this MOU on the dates indicated below:

WHITESIDE COUNTY, ILLINOIS

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

WHITESIDE COUNTY SHERIFF

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

CITY OF STERLING

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

CITY OF ROCK FALLS

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

VILLAGE OF ALBANY

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

VILLAGE OF ERIE

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

CITY OF FULTON

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

VILLAGE OF LYNDON

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MORRISON

By: _____

Name: _____

Title: _____

Date: _____

CITY OF PROPHETSTOWN

By: _____

Name: _____

Title: _____

Date: _____

VILLAGE OF TAMPICO

By: _____

Name: _____

Title: _____

Date: _____

TAMPICO RURAL FIRE PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ROCK FALLS

ORDINANCE NO. 2025-2703

**ORDINANCE AUTHORIZING VARIANCE FROM SIGN REGULATIONS
REGARDING LOVES TRAVEL STOP**

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. 2025-2703

**ORDINANCE AUTHORIZING VARIANCE FROM SIGN REGULATIONS
REGARDING LOVES TRAVEL STOP**

WHEREAS, Sections 11-80-14 and 11-80-15 of the Illinois Municipal Code authorize the corporate authorities of each municipality to regulate and prevent the use of streets, sidewalks and public property for, among other things, signs and sign posts, and the character and location thereof; and

WHEREAS, Love’s Travel Stops & Country Stores, Inc., an Oklahoma corporation (“Love’s”) is the owner of certain property located within the City limits, commonly known as 2801 Hoover Road, Rock Falls, IL 61071 (the “Property”), upon which will be constructed a Love’s-branded truck stop and ancillary structures (the “Truck Stop”); and

WHEREAS, in connection with the construction of the Truck Stop, Love’s intends to place a hi-rise sign (“Sign”) with approximately 1,164.50 square feet of advertising facing on the Property; and

WHEREAS, the City’s existing sign regulations prohibit signs from exceeding three hundred (300) square feet per facing in B-2 zoned districts; and

WHEREAS, the Property is zoned B-2 within the City; and

WHEREAS, Love’s has requested a variance from the aforementioned sign regulations to permit the lawful construction of the Sign on the Property; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City have discussed the variance request and are of the opinion that the granting of such variance is in the best interests of the City and its residents.

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

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

SECTION 2: A variance is hereby granted to Love’s to allow the construction and maintenance of the Sign on the Property, subject to the following conditions:

- A. The total advertising area of the Sign shall not exceed 1,164.50 square feet.
- B. The Sign shall be constructed in substantial conformance with the sign package submitted to the City and dated June 30, 2025.

- C. The Sign shall be maintained in a safe and attractive condition. Faded, damaged or deteriorating components shall be repaired or replaced promptly.
- D. Except as modified by this variance, the Sign shall comply with all other applicable sign provisions set forth in the Rock Falls Municipal Code.
- E. This variance shall become null and void if construction of the Sign does not commence within eighteen (18) months of the effective date of this Ordinance.

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

SECTION 4: All ordinances and parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

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

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

Approved this ____ day of _____, 2025.

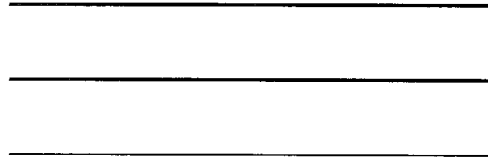
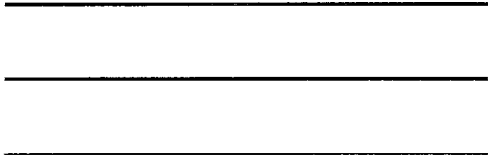
MAYOR

ATTEST:

CITY CLERK

AYE:

NAY:

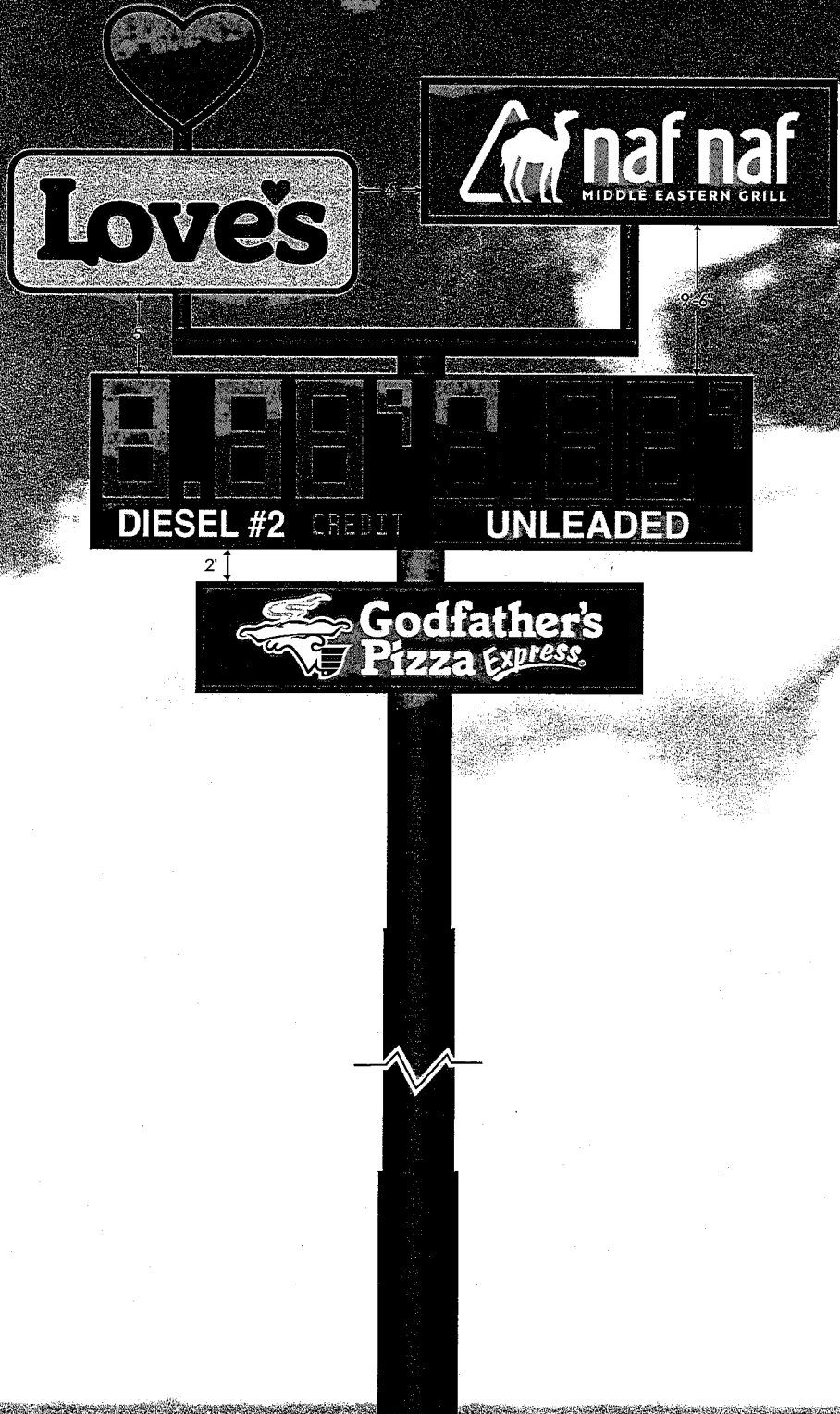


HI-RISE SIGN ~ ROCK FALLS, IL #1044

OVERALL HEIGHT: 130' TOTAL SQ. FT.: 1164.5

- 8' X 10' LED HEART = 80 SQ. FT.
- 9' X 22' LOVE'S = 198 SQ. FT.
- 11' X 41' 6" PRICE SIGN = 456.5 SQ. FT.
- 89" NUMERALS
- 9' X 26' NAF NAF = 234 SQ. FT.
- 7' X 28' GODFATHER'S = 196 SQ. FT.

96' FROM BOTTOM OF PRICE SIGN TO GRADE
 87' FROM BOTTOM OF GODFATHER'S TO GRADE
 LOVE'S & DIESEL INSTALLED TOWARDS INTERSTATE / HIGHWAY




SIDE B
 * NOT TO SCALE



** NOTE: PRODUCT PANEL COPY AND NUMERAL DETAILS TO BE CONFIRMED BY OTHERS.

ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
ROCK FALLS, IL #1044	6/30/25	EI82506-3001	0	3/32" = 1'	JLW	

Local Public Agency	Section Number	State Job Number	Project Number
City of Rock Falls	19-00137-00-BR	C9201822	AHB1441

SCHEDULE NUMBER 5

Resolution No. 2025-938

A Resolution for:

Section Number 19-00137-00-BR
 State Job Number C-92-018-22
 Project Number AHB1441

WHEREAS, the City of Rock Falls is proposing to
 Hire the lowest bid contractor for construction of the above reference section number.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the City of Rock Falls

Section 1: The City of Rock Falls hereby appropriates \$455,500.00
 or as much as may be needed to match the required funding to complete the proposed improvement from
Motor Fuel Tax and furthermore agree to pass a supplemental resolution if necessary to
 appropriate additional funds for completion of the project.

Section 2: The City of Rock Falls is hereby authorized to execute an AGREEMENT with IDOT
 for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of Rock Falls is directed to transmit 2 (two) copies of the AGREEMENT
 and Resolution to IDOT District _____ Bureau of Local Roads and Streets.

I, Pam Martinez City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Rock Falls in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Rock Falls at a meeting held on August 05, 2025
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL)

Clerk Signature & Date

Approved
 Regional Engineer Signature & Date
 Department of Transportation

WRITE OFFS APRIL 2025 - JUNE 2025

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<u>BANKRUPTCY</u>													
<u>TOTAL</u>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>DECEASED</u>													
		824.79	305.28	16.14	332.31	16.74	144.62	6.64			3.06		824.79
		124.02	54.07	0.77	38.45	0.50	15.51	0.18	13.44	0.20	0.90		124.02
		334.02	161.49		123.26		46.78				2.49		334.02
		243.85	192.29						49.55		2.01		243.85
		257.64	249.27	4.08							4.29		257.64
<u>TOTAL</u>		1,784.32	962.40	20.99	494.02	17.24	206.91	6.82	62.99	0.20	12.75	0.00	1,784.32
<u>SPECIAL CIRCUMSTANCE</u>													
		995.33			569.75	24.78	383.38	17.42					995.33
		133.61	16.88		92.97		23.71				0.05		133.61
		1,165.14	1,165.14										1,165.14
<u>TOTAL</u>		2,294.08	1,182.02	0.00	662.72	24.78	407.09	17.42	0.00	0.00	0.05	0.00	2,294.08
<u>AGED OUT</u>													
		104.56	50.84		30.33		12.31		10.06		1.02		104.56
		356.55	189.08	14.41	82.41	2.92	33.64	0.93	27.92	1.13	4.11		356.55
		136.83	74.32		34.31		14.19		12.35		1.66		136.83
		75.07	27.91	1.23	24.59	1.00	10.22	0.32	8.85	0.39	0.56		75.07
		351.88	133.49	7.90	139.33	5.85	60.40	2.49			2.42		351.88
		188.86	36.24	6.27	77.18	4.48	35.75	2.04	24.17	1.21	1.52		188.86
		380.38	261.56	22.05	59.70	4.73	24.67	1.50			6.17		380.38
		408.67	129.49	3.57	158.24	4.68	83.71	2.13	23.18	1.02	2.65		408.67
		1,940.69	64.56	3.17	1,099.73	44.12	664.85	26.46	35.48	1.44	0.88		1,940.69
		411.99	161.55	10.51	130.64	5.09	56.29	2.13	41.13	1.50	3.15		411.99
		291.41	137.95		106.76		43.91				2.79		291.41
		219.21	113.15	3.06	56.07	1.89	22.77	0.60	18.60	0.73	2.34		219.21
		260.02	155.87	5.46	52.02	2.88	21.13	0.94	17.25	1.07	3.40		260.02
		792.84	745.85	28.81							18.18		792.84
		214.70	209.73								4.97		214.70
		144.68	2.01	0.18	76.35	5.24	56.80	2.96	1.04	0.06	0.04		144.68
		285.37	150.69	3.62	73.68	1.26	34.92	0.58	16.98	0.35	3.29		285.37
		62.37	24.10	1.27	24.75	1.17	10.25	0.37			0.46		62.37

WRITE OFFS APRIL 2025 - JUNE 2025

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
		220.61	63.47	6.08	82.80	3.39	21.55	0.33	39.80	2.00	1.19		220.61
		51.93	16.47	0.66	24.18	0.36	9.88	0.12			0.26		51.93
<u>TOTAL</u>		6,898.62	2,748.33	118.25	2,333.07	89.06	1,217.24	43.90	276.81	10.90	61.06	0.00	6,898.62
<u>GRAND TOTAL</u>		10,977.02	4,892.75	139.24	3,489.81	131.08	1,831.24	68.14	339.80	11.10	73.86	0.00	10,977.02 10,977.02

Rock Falls, IL – Quote for East Tower – 300K-Ped



Bill Murfree <Bill@viptanks.com>
To: Ted Padilla

① You forwarded this message on 7/21/2025 10:58 AM.

Good morning Ted. Viking Industrial Paingng proposes to perform the following scope of work for the sum of \$93,500.
Let me know if you have any questions.

Rock Falls, IL – East Tower – 300K-Ped
Tank Address: 911 E. 11th St. Rock Falls, IL 61071

Scope of Work:

1. Full pressure wash of the entire exterior. (Using lighter pressure on the stem & base cone)
2. "Spot Repair" Coating Renovations to the "vessel" only (storage ball) exterior.
3. Spot Prime Coat of T135, to exposed substrate on "vessel" exterior only
4. Spot Finish Coat of Tnemec 73 or Tnemec 1095. (Includes 2 spot finish coats in orange areas)
5. Repair Bug Screen to free floating riser gap area on exterior
6. Includes Prevailing Wage and Insurance Requirements
7. Work around Antennae,
8. Complete by Oct 31*

Terms and Conditions:

- Price presumes that the city is tax exempt entity and will provide certificate to contractor.
- Screen repairs do not include a "pressure-vacuum relief mechanism".
- Scope does not include altering or replacing the existing dedicated ventilation system.
- Scope does not include costs related to coatings containing heavy metals.
- The Owner affirms that the existing system does not contain heavy metals (i.e. chromium or lead).
- Price does not include bonds
- Quote valid for 90 days

Best regards,

William Murfree
Tank Maintenance Consultant
815-761-6190
bill@viptanks.com



April 15, 2025

Mr. Ted Padilla
City of Rock Falls
603 W. 10th St
Rock Falls Il, 61071

RE: Rock Falls Wel l#4, 5, 7 Rehab Proposal

Ted,

Peerless Well and Pump would like to thank you for the opportunity of submitting a proposal on chemical rehabs of wells # 4, 5, and #7. From our discussion, it is my understanding these wells used to be rehabbed periodically using CO2 to remove iron and organic build up from the screens in each well.

Below you will see the scope of work for all three wells. Well #4 and 5 will have identical scopes of work, as they are both line shaft pump assemblies with identical discharge setups and very similar well designs. Well #7 will have the same chemical used as # 4 and 5, but due to the well having a pitless adapter and a submersible pump assembly the process to insert the chemical will be different.

The scope of work includes rehabbing the three wells with one mobilization to save costs. The plan would be to rehab one well and start rehabbing the next well while we wait for the safe samples to come back. This will mean two wells will need to be down at the same time for two days. If this is not possible, I can adjust the proposal accordingly.

The chemical mixture for the wells will include the following:

Bio Purge WD 3100 – This is a bio dispersant designed to control iron and bio fouling. It is designed to remove the organic material from the screen area and keep it in suspension, to be removed from well while pumping to waste.

Aqua Clear PFD – This is a polymer dispersant designed to remove sediment from the gravel pack of screened wells.

Sodium Hypochlorite – This is a high strength bleach, used to disinfect the well during the chemical rehab.

Scope of Work for Wells 4 and 5:

1. Mobilize the crew to water plant.
2. Run preliminary pump test to create a baseline before well rehab.
3. Setup surge tank and hoses and mix chemical in tank and pump into well.
4. surge chemical to and from well using 2500-gal tank and permanent pump for four hours.
5. Let chemicals sit in well overnight.
6. Check PH and Chlorine level next morning and surge for one more hour.
7. Pump well to waste and run a final one-hour pump test to determine results of chemical rehab.
8. Sample well and put back online (samples assumed will be taken by Rock Falls)

15602 West Key Drive Peosta, IA 52068
Office: 563-583-1707 · Fax: 563-583-8728
www.peerlesswellandpump.com

Scope of Work for Well #7:

1. Run preliminary 1 hour pump test.
2. Remove pitless spool.
3. Install 120-ft of 3-inch tremie pipe down well.
4. Setup surge tank and hoses and mix chemicals in tank and pump the chemical down well.
5. Circulate chemicals using permanent pump and tremie pipe for four a minimum of four hours.
6. Let chemicals sit in well overnight.
7. Check PH and Chlorine level in the morning and recirculate for one more hour.
8. Pump well to waste and run a final one-hour pump test to determine results of chemical rehab.
9. Remove the tremie pipe and reinstall the pitless spool.
10. Sample well and put back online.

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Mobilization	1.00	LS	\$ 5,750.00	\$ 5,750.00
	Well # 4				
2	Labor and Chemical - Perform Chemical Rehab	1.00	LS	5,770.00	5,770.00
3				-	-
4				-	-
5	Well #5			-	-
6	Labor and Chemical - Perform Chemical Rehab	1.00	LS	5,770.00	5,770.00
7				-	-
8				-	-
9	Well #7			-	-
10	Labor and Chemical - Perform Chemical Rehab	1.00	LS	7,650.00	7,650.00
11				-	-
12				-	-
13				-	-
14				-	-
Total Project Proposal					\$ 24,940.00

After reviewing the above proposal, should you have any questions or concerns, or if there is any other way we can be of assistance to your community, please feel free to contact me at your convenience. We appreciate this opportunity to provide you with this proposal and look forward to the opportunity to deliver the City of Rock Falls with expert service on this project.

Peerless Well & Pump

Ross Griffin

Ross Griffin

563-543-5803



BHMG Engineers, Inc.

9735 Landmark Parkway Drive
Suite 110A
St. Louis, MO 63127

Larry Hanrahan
City of Rock Falls, IL

July 7, 2025
REV1

E: lhanrahan@rockfalls61071.com
P: 815.716.0122 x1017

Ref: 3453K001 – Rock Falls Tie Line 34.5kV
Tie Line UG Boring & Conduit Install Letter of Recommendation

Dear Larry,

The City of Rock Falls received proposals from bidders on the Boring & Conduit install for the 34.5kV Tie Line Project on June 17, '2025. Upon review of the four quotes received, it is BHMG's recommendation that the City of Rock Falls, IL award this contract to Kirby Cable Services based on their experience and qualifications. Although Kirby Cable Services did not include the specified \$25,000.00 bid allowance in their final quote, they were the lowest bidder, and BHMG feels confident in our recommendation.

<u>Bidder</u>	<u>Total Base Bid Price</u>	<u>Lead Time - Completion</u>
Kirby Cable Services	\$38,080.00	Feb 11, '26
CDB Utility Contractors	\$42,145.00	Feb 11, '26
IHC Construction	\$68,200.00	Feb 11, '26
PirTano Construction	\$55,636.70	Feb 11, '26

Should you have any questions concerning the proposal or the project, please do not hesitate to contact us.

Sincerely,

Kyle Roulanaitis

Kyle Roulanaitis
Assistant Project Manager

Agreement Number: 3134
Site Name: Hennepin Canal
Location Code: 50-2761-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20__, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as “IDNR,” and THE CITY OF ROCK FALLS, hereinafter referred to as “LICENSEE”;

WITNESSETH:

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

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

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

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

NOW THEREFORE:

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

Part of Lot 10 in the East Half of Section 27, Township 21 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, Illinois, as platted in the Recorder’s Office of Whiteside County in Plat Book 4, Page 18, from a survey of John D. Arey, September 30, 1879, bounded and more fully described as follows:

Commencing at the center of said Section 27, also being the Southwest corner of said Lot 10; thence North 0°05' West a distance of 66.0 feet; thence North 89°53' East a distance of 15.0 feet to the point of beginning; thence continuing North 89°53' East a distance of 175.0 feet to the Easterly Right of Way line of the Feeding of Illinois and Mississippi Canal; thence North 0°0' East on the said Easterly Right of Way line a distance of 20.0 feet; thence South 89°53' West a distance of 175.0 feet; thence south 0°09' West a distance of 20.0 feet to the said point of beginning, contain 0.10 acre, more or less.

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

2. TERM: The term of this Agreement shall be for a period of ten years, beginning on the 1st day of July, 2025, ("Effective Date") and ending on the 30th day of June, 2035,, ("Expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of One Hundred Twenty One Dollars (\$121.00) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

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

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises for the purpose of using it to operate and maintain a thirty-six-inch (36") water main and appurtenance

only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

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

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community

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

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

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

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Capital Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

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

11. MAINTENANCE, ALTERATIONS AND OPERATION

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

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

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

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any

damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

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

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

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

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

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

of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

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

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

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

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

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of

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

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

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

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

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

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

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

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

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

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

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

LICENSEE:
City of Rock Falls
Attn: Business Office Superintendent
603 W 10th St
Rock Falls, IL 61071
Telephone: 815-622-1104
mconklin@rockfalls61071.com
Emergency Contact:
Location:

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

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

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

Agreement Number: 3134
Site Name: Hennepin Canal
Location Code: 50-2761-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of _____, 20__.

LICENSEE:

STATE OF ILLINOIS:

City of Rock Falls

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR
Title: Director

Date: _____
By: Division Manager
Division of Concession and Leases

BY: _____

Title: _____

FEIN No.

Agreement Number: 3134
Site Name: Hennepin Canal
Location Code: 50-2761-1

EXHIBIT A

SIGNATURE AUTHORIZATION

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

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

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

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

Title: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE
