

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin Blackert
815-564-1366



City Clerk's Office
815-622-1100
Ext. 4

City Treasurer
Kay Abner
815-622-1100

Rock Falls City Council Agenda
Council Chambers
603 W 10th Street, Rock Falls IL 61071

September 17, 2019
6:30 p.m.

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

Audience Requests

Proclamation
Proclamation Honoring Johnson Oil Company's 60th Anniversary

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

Bid Opening
Bid opening for the sale of real estate at 1604 4th Avenue, Rock Falls, IL

Consent Agenda

1. Approval of the Minutes of the September 3, 2019 Regular Council Meeting
2. Approval of bills as presented
3. Resolution 2019-830 Approving and Ratifying Execution of Interconnection Agreement with Sol Systems, LLC

Ordinances 2nd Reading and Adoption:

1. Ordinance No. 2019-2443 Approving Contract and Authorizing the Purchase and Financing of Personal Property - Schwarze A9 Monsoon Regenerative Air Sweeper

City Administrator Robbin Blackert

1. Joint meeting of the Ordinance/License/Personnel/Safety Committee and the Planning/Zoning Commission on October 10, 2019 at 5:30 p.m.

Information/Correspondence
James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin

Alderman Gabriella Palmer

Ward 2

Alderman Glen Kuhlemier

Alderman Brian Snow - Building Code Committee Chairman

1. Approval to accept the bid in the amount of \$1,544.00 from Robert Collins, 713 9th Avenue, Rock Falls IL 61071 to purchase 711 9th Avenue, Rock Falls IL 61071
2. Resolution 2019-831 Awarding Contract for the Sale of Surplus Real Estate 711 9th Avenue, Rock Falls, IL 61071

Ward 3

Alderman Jim Schuneman

Alderman Rod Kleckler

Ward 4

Alderman Lee Folsom

Alderman Violet Sobottka

Mayor's Report

1. Approve Appointment of John Hoffmiller to the Rock Falls Police Pension Fund for a term of three years (09-2019 to 09-2022)
2. Resolution 2019-832 - Acceptance of Sculpture Donation in RB&W Riverfront Park

Executive Session

Adjournment

Next City Council meeting - October 1, 2019 at 6:30 p.m.

Posted 09/13/2019

Michelle Conklin, Deputy City Clerk

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

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

September 3, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. September 3, 2019 in the Council Chambers by Mayor William B. Wescott.

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

Rene Sotelo addressed the City Council on concerns that he and the other liquor license holders have with Ordinance 2019-2441 in regards to the increase in the number of licenses that could be issued. The last 8 licenses that were issued were interested only in the gaming side of the business. Before any increase in the amount of licenses that can be issued, we need to look at how the effects will be on your local bar owners that have that Class A Liquor License.

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

1. Approval of the Minutes of the August 20, 2019 Regular Council Meeting
2. Approval of the Minutes of the August 26, 2019 Committee of the Whole Meeting
3. Approval of bills as presented

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

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Wangelin to pull Ordinance No. 2019-2441 - Amending Chapter 16, Article V, Division 2, Number of Class A Liquor Licenses, and return to the Ordinance-License-Personnel-Safety Committee for further review.

Vote 4 aye, 1 abstention (Snow), 1 nay (Kleckler), motion carried.

A motion was made by Alderman Kuhlemier and second by Alderman Snow to approve Ordinance No. 2019-2442 - Authorizing a Variance pursuant to the petition of the Rock Falls Industrial Development Commission at 103 Clearwater Drive, Rock Falls, IL 61071.

Vote 5 aye, 1 nay (Kleckler), motion carried.

City Administrator Blackert thanked the department heads that worked with Duff and Phelps last week. Duff and Phelps is a contractor that was hired by our Municipal Insurance Company to perform on site building appraisals of all the City's buildings. They came into town on a two day notice and were with us for four days, the department heads showed him all their facilities. He came in on his last day here and said that he goes to cities all over the country and said that we have a great group of people here.

A motion was made by Alderman Kuhlemier and second by Alderman Sobottka to approve the purchase of a Schwarze A9 Monsoon Regenerative Air Sweeper from R.N.O.W., Inc. 8636R West National Avenue, West Allis, Wisconsin 53227 in the amount of \$234,825.00.

Vote 6 aye, motion carried.

A motion was made by Alderman Kuhlemier and second by Alderman Wangelin to finance the purchase of the Schwarze A9 Monsoon Regenerative Air Sweeper through Tax-Exempt Leasing Corp. 203 E. Park Avenue, Libertyville, Illinois 60048 for a 7 year term.

Vote 6 aye, motion carried.

A motion was made by Alderman Wangelin and second by Alderman Snow for approval of an Interconnection Agreement with SOL Systems, LLC for Interconnection and Parallel Operation of Certified Invertor-Based Equipment.

Vote 5 aye, 1 nay (Kleckler), motion carried.

A motion was made by Alderman Wangelin and second by Alderman Kuhlemier to approve the proposal from Baker Tilly, Ten Terrace Ct, Madison, Wisconsin 53707 for Benchmarking & Metrics Analysis (Electric Only) in the amount of \$23,860.00.

Vote 5 aye, 1 nay (Kleckler), motion carried.

Mayor Wescott reminded the Council of upcoming events in the City. Art in the Park on September 7, 2019, Fiesta Day Parade on September 14, 2019, Taste of Fiesta on September 21, 2019 and the Rock Falls Big Cat Quest on September 28 and 29, 2019.

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

1. Personnel – Section 2(c)(1) – Employee hiring, firing, compensation, discipline and performance
2. Collective Bargaining – Section 2(c)(2) – Collective negotiating matters and deliberations concerning salary schedules

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

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

Vote 6 aye, motion carried. (7:19 p.m.)

A motion was made by Alderman Sobottka and second by Alderman Snow to offer the position of Accounting Clerk in the Business Office to the individual discussed.

Vote 6 aye, motion carried.

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

Viva Voce Vote, motion carried. (7:21 p.m.)



Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois September 17, 2019

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

Tourism		\$5,975.10
General Fund		\$209,016.02
Industrial Development		\$23,268.50
Tax Increment Financing		\$115,400.00
Electric		\$918,752.73
Fiber Optic Broadband	Taxable	\$247,207.16
	Tax Exempt	\$38,859.98
Sewer		\$239,550.56
Water		\$86,887.39
Garbage		\$55.00
Customer Service Center		\$3,688.17
Motor Fuel Tax Fund		\$418.02
Customer Utility Deposits		\$170.61
		<hr/>
		\$1,889,249.24

Alderman Kuhlemier
Alderman Kleckler
Alderman Wangelin
Alderman Palmer

DATE: 09/05/19
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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/06/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	6,794.95	449.34
2796	U.S. CELLULAR	1,643.24	108.08
771	PINNEY PRINTING CO	3,688.75	122.13
795	SBM BUSINESS EQUIPMENT CENTER	4,142.22	172.00
T0005138	KYLE MORGAN	150.00	175.00
T0005178	MARSH USA INC		2,652.00
	TOURISM		3,678.55
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	35,210.46	3,630.00
4392	WILLIAM B WESCOTT	766.92	40.00
753	ROCK FALLS CHAMBER OF COMMERCE	2,000.00	500.00
	ADMINISTRATION		4,170.00
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	200.00	40.00
	CITY ADMINISTRATOR		40.00
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	35,210.46	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
194	GRUMMERT'S HARDWARE - R.F.	3,484.02	3.59
2797	MARK SEARING	160.00	40.00
	BUILDING		43.59
05	CITY CLERK'S OFFICE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
176	PETTY CASH	228.72	9.98
4664	STAPLES ADVANTAGE	266.71	79.37
	CITY CLERK'S OFFICE		89.35
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	35,210.46	220.00
176	PETTY CASH	228.72	22.49
295	PAM ERBY	400.00	50.00
	POLICE		292.49
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	98,468.20	3,257.35
176	PETTY CASH	228.72	1.52
194	GRUMMERT'S HARDWARE - R.F.	3,484.02	10.79
2606	MIKE'S REPAIR SERVICE	8,273.52	34.50
2611	FISCH MOTORS INC	369.00	170.00
4207	O'REILLY AUTOMOTIVE INC	1,638.69	9.98
5120	PROFESSIONAL LOT MAINTENANCE		50,000.00
5141	CINTAS CORPORATION	720.33	49.23
55	ARAMARK UNIFORM SERVICES, INC.	4,829.69	231.28
T0002936	TECHNO PLY LTD	7,607.20	1,293.08
	STREET		55,057.73
12	PUBLIC PROPERTY		
1165	CEC OF THE SAUK VALLEY INC	15,920.50	448.86
2451	MENARDS	2,441.52	45.67
4579	CROWN EXTERMINATORS, INC	115.00	65.00
533	LECTRONICS, INC.	2,466.87	39.00
T0003035	BYERS ENTERPRISES LLC	1,515.00	135.00
	PUBLIC PROPERTY		733.53
13	FIRE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	35,210.46	220.00
295	PAM ERBY	400.00	50.00
4396	GARY COOK	283.89	40.00
4796	VERIZON WIRELESS	8,145.16	167.42
	FIRE		477.42
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	6,794.95	819.00
	BUILDING CODE DEMOLITION FUND		819.00
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1023	WILLETT, HOFMANN & ASSOCIATES	98,468.20	23,158.50
1472	WARD, MURRAY, PACE & JOHNSON	35,210.46	110.00
	INDUSTRIAL DEVELOPMENT		23,268.50
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	141.90	47.20
	EMPLOYEE GROUP INS		47.20
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
4011	SAUK VALLEY BANK & TRUST CO.	2,511.25	115,400.00
	DOWNTOWN REDEVELOPMENT		115,400.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 09/06/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	786.55	521.32
1472	WARD, MURRAY, PACE & JOHNSON	35,210.46	770.00
1853	MOORE TIRES INC.	1,593.83	1,912.86
194	GRUMMERT'S HARDWARE - R.F.	3,484.02	17.05
31	ALTEC INDUSTRIES, INC.	1,842.78	3,595.76
34	ALTORFER INC.	23,401.34	2,522.00
4011	SAUK VALLEY BANK & TRUST CO.	2,511.25	401,050.00
4148	BHMG ENGINEERS	20,385.51	17,040.52
4680	HI-LINE UTILITY SUPPLY CO LLC		1,629.03
4938	MICHLIG ENERGY LTD	52,275.21	11,228.97
4995	CLOUDPOINT GEOGRAPHICS INC	23,614.50	1,629.34
5135	BUNTJER BROS INC	3,195.95	235.00
5280	JAKE HART		200.00
	OPERATION & MAINTENANCE		442,351.85
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4011	SAUK VALLEY BANK & TRUST CO.	2,511.25	227,988.75
5224	TACHYON FIBER DESIGN LLC	28,399.90	1,000.00
	FIBER OPTIC BROADBAND/TAXABLE		228,988.75
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
4011	SAUK VALLEY BANK & TRUST CO.	2,511.25	38,700.00
	FIBER OPTIC BROADBAND/TXEXEMPT		38,700.00
SEWER FUND			
30	SEWER		
1165	CEC OF THE SAUK VALLEY INC	15,920.50	1,031.97
4011	SAUK VALLEY BANK & TRUST CO.	2,511.25	92,875.00
5274	INSITUFORM TECHNOLOGIES USALLC	471,944.61	80,961.76
	SEWER		174,868.73

INVOICES DUE ON/BEFORE 09/06/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	15,920.50	588.35
1472	WARD, MURRAY, PACE & JOHNSON	35,210.46	220.00
176	PETTY CASH	228.72	2.41
395	HILLS ELECTRIC MOTOR SERVICE	47.76	328.38
4796	VERIZON WIRELESS	8,145.16	76.02
4995	CLOUDPOINT GEOGRAPHICS INC	23,614.50	1,629.33
5131	METROPOLITAN INDUSTRIES, INC.	13,021.25	3,944.50
533	ELECTRONICS, INC.	2,466.87	602.25
651	NICOR	8,522.61	72.33
T0003190	FARLEY'S APPLIANCE		124.50
	OPERATION & MAINTENANCE		7,588.07
WATER FUND			
40	WATER		
4011	SAUK VALLEY BANK & TRUST CO.	2,511.25	68,625.00
4361	FERGUSON WATERWORKS #2516	42,978.09	2,732.10
	WATER		71,357.10
48	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	35,210.46	220.00
2451	MENARDS	2,441.52	17.97
2606	MIKE'S REPAIR SERVICE	8,273.52	46.50
2796	U.S. CELLULAR	1,643.24	300.74
2847	PDC LABORATORIES, INC.	1,071.50	478.00
367	HACH COMPANY	390.75	106.43
4207	O'REILLY AUTOMOTIVE INC	1,638.69	4.49
4345	MANLIUS OIL CO., INC	1,249.61	328.11
4361	FERGUSON WATERWORKS #2516	42,978.09	2,271.27
4707	KIMBALL MIDWEST	2,859.33	20.00
4796	VERIZON WIRELESS	8,145.16	114.03
4995	CLOUDPOINT GEOGRAPHICS INC	23,614.50	1,629.33
55	ARAMARK UNIFORM SERVICES, INC.	4,829.69	211.69
631	MURRAY & SONS EXCAVATING, INC	57,123.70	1,539.00
724	RANDY'S TRUCK REPAIR, INC.	866.61	642.72
	OPERATION & MAINTENANCE		7,930.28

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	35,210.46	55.00
	GARBAGE		55.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5279	BETH MOTSINGER		156.15
	CUSTOMER SERVICE CENTER		156.15
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0004931	CHAD PALMER		76.91
	CUSTOMER UTILITY DEPOSITS		76.91
	TOTAL ALL DEPARTMENTS		1,176,245.20

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INVOICES DUE ON/BEFORE 09/13/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	9.15
2528	LAMAR ADVERTISING COMPANY	5,848.00	1,462.00
5175	GRAGERT DESIGNS		480.00
795	SBM BUSINESS EQUIPMENT CENTER	4,314.22	20.40
T0003035	BYERS ENTERPRISES LLC	1,650.00	325.00
	TOURISM		2,296.55
GENERAL FUND			
01	ADMINISTRATION		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	9.15
795	SBM BUSINESS EQUIPMENT CENTER	4,314.22	13.05
	ADMINISTRATION		22.20
02	CITY ADMINISTRATOR		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	4.57
795	SBM BUSINESS EQUIPMENT CENTER	4,314.22	13.05
	CITY ADMINISTRATOR		17.62
04	BUILDING		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	18.30
194	GRUMMERT'S HARDWARE - R.F.	3,515.45	7.06
4995	CLOUDPOINT GEOGRAPHICS INC	28,502.50	812.50
	BUILDING		837.86
05	CITY CLERK'S OFFICE		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	18.30
	CITY CLERK'S OFFICE		18.30
06	POLICE		

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GENERAL FUND			
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	1,630.50
1448	IL DEPT OF INNOVATION &	1,593.72	398.43
1853	MOORE TIRES INC.	3,506.69	23.28
2451	MENARDS	2,505.16	35.59
4508	LEXISNEXIS RISK SOLUTIONS	120.00	30.00
4572	CHARLES SCHWAB & CO INC	302,983.38	44,428.70
4631	WHITESIDE COUNTY		87,096.66
4950	BOSTON LEATHER INC		81.00
533	LECTRONICS, INC.	3,108.12	318.00
55	ARAMARK UNIFORM SERVICES, INC.	5,272.66	101.57
	POLICE		134,143.73
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	991.39
1773	ATCO INTERNATIONAL	384.49	957.00
4827	KELLEY WILLIAMSON COMPANY	3,871.72	486.16
55	ARAMARK UNIFORM SERVICES, INC.	5,272.66	115.64
	STREET		2,550.19
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	4,792.88
651	NICOR	8,594.94	105.94
T0004806	ARREZOLA LAWN CARE	5,120.00	500.00
	PUBLIC PROPERTY		5,398.82
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	1,513.89
423	AT&T	8,950.91	77.25
4447	FRANK'S SMALL ENGINE REPAIR	408.89	70.00
4544	UPS	14.21	11.34
4571	CHARLES SCHWAB & CO INC	3,770.99	167.98
4664	STAPLES ADVANTAGE	346.08	144.26
4827	KELLEY WILLIAMSON COMPANY	3,871.72	73.33
5169	MOTOROLA SOLUTIONS		100.00
5252	EWERS GARAGE INC	826.94	1,042.92

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
5281	DILBECKS CANVAS SHOP		360.00
852	S.J. SMITH CO INC	861.61	598.02
	FIRE		4,158.99
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	949.00	43.00
	BUILDING CODE DEMOLITION FUND		43.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,307.87	35.60
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	5,810.35
1527	RESCO		5,970.00
2187	BORDER STATES INDUSTRIES INC	3,620.59	11,685.00
2611	FISCH MOTORS INC	539.00	255.00
4207	O'REILLY AUTOMOTIVE INC	1,653.16	41.98
437	ILLINOIS MUNICIPAL ELECTRIC	1,513,617.00	445,484.70
4626	ENGEL ELECTRIC CO.	5,599.00	378.25
4827	KELLEY WILLIAMSON COMPANY	3,871.72	321.55
5210	RITZ SAFETY LLC CLEVELAND	6,582.20	1,530.68
5270	ALBAT PROGRAM	8,872.20	4,436.10
533	ELECTRONICS, INC.	3,108.12	139.00
651	NICOR	8,594.94	109.33
795	SBM BUSINESS EQUIPMENT CENTER	4,314.22	70.92
T0005181	ALEXANDER JORDAN		132.42
	OPERATION & MAINTENANCE		476,400.88
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5207	INTERNET SERVICES PROVIDER NET	18,200.00	4,500.00
5225	SYNDEO NETWORKS INC	77,741.18	13,542.50
795	SBM BUSINESS EQUIPMENT CENTER	4,314.22	70.91
T0005182	WEETS & SON SEPTIC SERVICE LLC		105.00
	FIBER OPTIC BROADBAND/TAXABLE		18,218.41

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INVOICES DUE ON/BEFORE 09/13/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

FIBER OPTIC	BROADBAND/TXEXEMPT		
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5200	WALKER & ASSOCIATES, INC.	13,814.61	159.98
	FIBER OPTIC BROADBAND/TXEXEMPT		159.98
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	51,509.47	3,066.85
631	MURRAY & SONS EXCAVATING, INC	58,662.70	2,585.00
	SEWER		5,651.85
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	26,486.57
1449	QUALITY READY MIX	8,936.50	1,995.50
194	GRUMMERT'S HARDWARE - R.F.	3,515.45	71.95
2517	PRAIRIE HILL RDF	7,515.71	628.96
34	ALTORFER INC.	25,923.34	44.99
395	HILLS ELECTRIC MOTOR SERVICE	376.14	80.70
4086	BUSHMANS SERVICE		652.72
4446	MORING DISPOSAL, INC.	175,582.60	1,500.00
4827	KELLEY WILLIAMSON COMPANY	3,871.72	646.75
5131	METROPOLITAN INDUSTRIES, INC.	16,965.75	350.00
5282	LAW'S CONCRETE INC		18,588.38
533	LECTRONICS, INC.	3,108.12	69.00
651	NICOR	8,594.94	326.39
	OPERATION & MAINTENANCE		51,441.91
WATER FUND			
48	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	7,057.22
4827	KELLEY WILLIAMSON COMPANY	3,871.72	469.79
5131	METROPOLITAN INDUSTRIES, INC.	16,965.75	73.00
	OPERATION & MAINTENANCE		7,600.01

CUSTOMER SERVICE CENTER

DATE: 09/12/19
TIME: 08:39:57
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 09/13/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1289	CITY OF ROCK FALLS UTILITIES	194,242.63	32.02
760	ROCK FALLS POSTMASTER	14,235.00	3,500.00
	CUSTOMER SERVICE CENTER		3,532.02
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS, INC.	1,203.03	418.02
	MOTOR FUEL TAX		418.02
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005179	JUDY SNEED		77.37
T0005180	SYDNEY MILLER		16.33
	CUSTOMER UTILITY DEPOSITS		93.70
	TOTAL ALL DEPARTMENTS		713,004.04

RESOLUTION NO. 2019-830

RESOLUTION APPROVING AND RATIFYING EXECUTION OF INTERCONNECTION AGREEMENT WITH SOL SYSTEMS, LLC

WHEREAS, in connection with the construction of a solar photovoltaic system (the “Solar Array”) to be placed and operated on certain property commonly known as Lots 14 and 15 Rock Falls Industrial Park, Subdivision 7, Rock Falls, IL 61071 (the “Property”) and located within the City of Rock Falls (the “City”), the City negotiated with Sol Systems, LLC (“Sol”), the operator of the Solar Array, for the execution of an interconnection agreement allowing the Solar Array to interconnect and operate in parallel with the City’s electric distribution system (all of the foregoing, the “Agreement”); and

WHEREAS, a non-final version of the Agreement was inadvertently approved by the Mayor and City Council of the City (collectively, the “Corporate Authorities”) at a duly held meeting of the Corporate Authorities on September 3, 2019; and

WHEREAS, in the essence of time, the Mayor executed the final version of the Agreement, attached hereto as Exhibit A, on behalf of the City; and

WHEREAS, the Corporate Authorities desire to approve the final version of the Agreement attached hereto as Exhibit A, and to ratify the conduct of the Mayor with respect to the execution thereof; and

WHEREAS, the Corporate Authorities find and determine that the best interests of the City and its residents will be served by approving the Agreement attached hereto as Exhibit A, and ratifying the Mayor’s execution thereof in accordance with Resolution.

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

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

SECTION 2: The Agreement, attached hereto as Exhibit A, is hereby accepted and approved by the City.

SECTION 3: The Corporate Authorities hereby ratify the Mayor’s execution of the Agreement as the action of the City.

SECTION 4: The City Council finds that the customary practice of requiring a first and second reading of Resolutions is not applicable or necessary in the case of this Resolution, and a first reading preliminary to adoption hereof is hereby waived, and this Resolution shall become effective upon its passage.

SECTION 5: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effectuate the Agreement as herein authorized.

SECTION 6: If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 7: All Resolutions, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

SECTION 8: This Resolution shall be in full force and effect from and after its passage, adoption and approval in the manner provided by law.

Approved this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

(attach final version of Sol Agreement)

INTERCONNECTION AGREEMENT
FOR INTERCONNECTION AND
PARALLEL OPERATION OF CERTIFIED INVERTER-BASED EQUIPMENT

THIS INTERCONNECTION AGREEMENT ("Agreement") entered into as of the _____ day of _____, 2019, by and between the CITY OF ROCK FALLS, ILLINOIS, a municipal corporation created and existing under the laws of the State of Illinois ("City"), and SOL SYSTEMS, LLC ("Customer"). The City and Customer may be hereinafter referenced when individually as "Party" or cumulatively as "Parties".

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. Customer shall install, or has installed, and shall operate, use, and maintain, all at Customer's own expense, an inverter-based Customer-generator facility and associated equipment ("Generation Facilities") to interconnect and operate in parallel with City's electric distribution system, which Generation Facilities are more fully described as follows:
 - a. Location: **Lots 14 & 15 Rock Falls Industrial Park, Subdivision 7, Rock Falls, IL 61071**
 - b. Type of facility: **Photovoltaic Solar**
 - c. Total Inverter Power Rating for solar: **1.0 MW (AC)**
 - d. Customer's contact information, Customer's contractors, electrical components, ratings and service requirements of the Generation Facilities as provided in Attachment A (Interconnection Request Application Form) **and** as described in a single line diagram, plot plan and other illustrations and tables attached hereto describing the Generation Facilities' conduits and conductors, system grounding and bonding, control system diagram, and any field adjustable voltage and frequency settings. All of the above incorporated herein by this reference.
2. Within 7 business days after Customer's confirmation of project timeline with City and Customer's written notification to City to proceed with installation of any required upgrades to the City's electric distribution system necessary to interconnect the Generation Facilities, Customer shall post with City a security deposit, in the form of either cash or a Letter of Credit from a banking institution reasonably acceptable to City, and in the amount of **Two Hundred Fifty Thousand dollars (\$250,000)**, which is equal to the City's estimated cost of the additional electric distribution equipment to be provided by the City to interconnect the Generation Facilities (the "Security Deposit"). If Customer cancels the project and does not install the Generation Facilities, the City shall be entitled to retain or draw upon any Security Deposit posted with the City up to the cost of the stranded

equipment procured to interconnect the Generation Facilities, less such costs that the City is reasonably able to mitigate following such cancellation. Otherwise, the City shall refund the Security Deposit to Customer within thirty (30) calendar days of completion of the initial interconnection of the Generation Facilities with the City's electric distribution system.

3. Customer and the Illinois Municipal Electric Agency, herein referred to as IMEA, have entered into a Power Purchase Agreement ("PPA") for the purchase and sale of solar generated electric energy from the Generation Facilities. IMEA and the City have entered into a Generation Siting and Operating Agreement ("Siting Agreement") with respect to the Generation Facilities. These agreements are incorporated herein by this reference. The Parties acknowledge that they are each in possession of executed copies of these agreements and therefore they are not attached hereto. Except as set forth above, this Agreement shall remain in effect concurrent with the term of the PPA between the Customer and IMEA.
4. Customer represents and warrants that the Generation Facilities are, or will be prior to operation, designed and installed to meet and certified as complying with the following standards:
 - a. The requirements of the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547-2018, "Standard for Interconnecting Distributed Resources with Electric Power Systems"; as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference ("IEEE Standard 1547-2018"); and
 - b. The requirements of the Underwriters Laboratories ("UL") Standard 1741 Concerning Inverters, Converters and Controllers for Use in Independent Power Systems, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference.
5. Customer agrees to take such steps as may be necessary to ensure that any subsequent modifications to the Generation Facilities meet such requirements, as then amended and supplemented. Customer's installation, operation, use, and maintenance of the Generation Facilities is subject to and will be in compliance with all applicable requirements of law including those enumerated in the City Code. Any reference to the requirements of law shall be deemed to include any modifications of, or amendments to, the requirements of law that may occur in the future.
6. In general, the connection of the Generation Facilities to the City's electric distribution system shall not unreasonably compromise or degrade the power quality provided to existing City customers. All equipment installed by Customer shall have operating characteristics which enable the City to maintain a reasonable standard of service to both Customer and all City customers, and may reasonably include equipment or materials providing levels of performance greater than otherwise deemed "standard". The reasonableness of any such determination required in this section shall be made in the sole

discretion of the City's Electrical Director or his or her designee, provided however such discretion shall be exercised in good faith.

7. During all periods of Generation Facilities operation, Customer shall maintain the power factor of the delivered energy from the Generation Facilities in the range of 95% lagging to 95% leading.
8. Customer shall provide a lockable disconnect and interrupting device or devices which provide a means of electrically isolating the Generation Facilities from the City's electric distribution system by manual operation and automatically for faults or abnormal conditions on Customer's system or on the City's system. The lockable disconnect shall be located near the Rock Falls Electric Department's ("RFED") transformer and metering cabinet and shall be accessible to RFED personnel. Interrupting devices must have sufficient interrupting capacity to interrupt the available fault at the protective device location. All interconnection related protective functions and associated DC supplies shall be periodically tested no less than every three (3) years. The City reserves the right to witness testing of interrupting devices, protective functions and associated DC supplies prior to commencement of commercial service and when periodically tested. All such test reports shall be submitted by Customer to the City. The Customer shall complete and provide the Certificate of Completion (included in Attachment A) to the City with all relevant and necessary information and inspections fully completed prior to commencement of interconnected operation.
9. Given that the main isolation breaker will be locked inside the Generation Facilities without normal City access, Customer shall provide City a remote, key operated shunt trip switch to open the main breaker from outside of the Generation Facilities. For maintenance or replacement of City equipment that requires the main breaker to be locked out; for example, work on the transformer or CT cabinet, City shall require Customer to provide timely access to the Generation Facilities for the purpose of locking the breaker in the open position and placement of required Lock-Out/Tag Out devices while the City equipment work is completed. Customer shall not remove any applied hold cards or lock out devices under any circumstances.
10. Metering and billing of Customer by the City shall be as follows: A single, bi-directional three-phase meter is being placed for the solar generation. The auxiliary power that will be drawn from the City's system by Customer during non-sun hours is expected to be minimal based on the preliminary drawings and plans. Although the auxiliary power is expected to be minimal the City will provide a 120/240 V source and meter to a customer owned meter socket for auxiliary (service) power which will be metered and billed monthly following Rock Falls standard service rules and rates. This meter shall be installed external to any buildings and shall be in a location that is accessible to the Utility.
11. With respect to the installation and operation of the Generation Facilities and its interconnection to City's electric system, Customer shall defend, indemnify and hold harmless the City, its officers, officials, employees, volunteers, agents, and representatives from and against any and all liability, losses or damages as a result of claims, demands,

suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including reasonable attorney fees, to the extent resulting from any negligent or willful act or omission on the part of Customer or Customer's, officers, employees, agents, representatives, consultants or subcontractors. Such defense, indemnification, and hold harmless obligation shall not be limited due to the enumeration of any insurance coverage herein provided.

- a. Nothing contained herein shall be construed as prohibiting the City or its officers, officials, employees, volunteers, agents, and representatives, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them.
- b. Nothing herein shall be construed as a limitation or waiver of defenses available to the City, or its officers, officials, employees, volunteers, agents, and representatives, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.
- c. Except as provided by Illinois statute, the City shall not be liable to Customer for any damage or injury to its officers, employees, agents, representatives, subcontractors, consultants, customers, and invitees or property which arise or results from Customer's use of the Generation Facilities. The City shall also not be liable for loss of Customer's property due to theft. The City shall not be liable for any consequential or sequential damages resulting from any losses sustained by Customer related to the operation or lack of operation of the City's utilities or other services. All claims for any such damaged or injuries being hereby expressly waived by Customer.
- d. The provisions of this Section 11 shall survive completion, expiration or termination of this Agreement.

12. Customer shall, at its own expense, procure and maintain in effect throughout the duration of this Agreement, reasonable amounts of liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement and the installation and operation of the Generation Facilities by Customer, its officers, employees, volunteers, agents, representatives, subcontractors, consultants, customers, and invitees. The limits of liability for the insurance required shall provide coverage for not less than the limits reasonably required by City from time to time. If Customer, or any of its officers, employees, agents, representatives, subcontractors, consultants, customers, or invitees, maintain higher limits than required, the City shall be entitled to coverage for higher limits.

- a. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A: VII according to the A.M. Best Company. The issuing company shall provide at

least thirty (30) days prior written notice of an intended cancellation to the City by certified mail before the stated expiration date of such policy period.

- b. For any claims arising from or related to this Agreement, or Customer's installation, operation, use or maintenance of the Generation Facilities, Customer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of Customer's insurance and shall not contribute with it.
 - c. Customer hereby agrees to waive its rights of subrogation which any insurer of Customer may acquire from Customer by virtue of the payment of any loss. Customer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Customer, its officers, officials, employees, agents, representatives, subcontractors, and consultants.
 - d. The City, its officers, officials, employees, agents, representatives and volunteers are to be covered as additional insureds with respect to liability arising out of on-site work or operations performed by or on behalf of Customer related to this Agreement and Generation Facilities.
 - e. Customer shall furnish Certificates of Insurance to the City prior to beginning the installation of the Generation Facilities or, if already installed, prior to operation of the Generation Facilities.
13. The City shall have the right to suspend service or require the Customer to immediately disconnect the on-site Generation Facilities, with appropriate notice, without liability to the City if in the City's sole reasonable judgment and discretion exercised in good faith, (a) continued electrical generation by Customer may be dangerous to life, limb or property or otherwise materially and adversely affects the safe operation of the City's electric distribution system; (b) if there are significant alterations to the Generation Facilities without the City's approval, which approval shall not be unreasonably withheld ; (c) if failure of Customer's Generation Facilities will cause disturbances to the City's distribution system; or (d) if Customer violates the terms or conditions of this Agreement or applicable codes and industry standards identified herein. In the event City suspends service or requires the Customer to disconnect the on-site Generation Facilities for said causes herein, the City and Customer agree to work towards a remedy that resolves any and all technical problems with said on-site generation equipment, after which approval shall not be unreasonably withheld by the City to allow the Customer to bring said on-site Generation Facilities back online and resumption of service by City.
14. The City, in its sole discretion, may terminate this Agreement if by act or omission, Customer breaches or defaults on any material term or condition of this Agreement and

Customer fails to cure such breach or default within thirty (30) calendar days after its receipt of written notice of same from the City.

15. This Agreement and all of the covenants and conditions herein contained shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Customer may assign this Agreement to any entity taking assignment of the PPA in accordance with its terms. In the event of assignment, Customer shall notify City of such assignment, and include the identity and all contact information of the assignee, such notice and information to be provided within five (5) business days after the effective date of the assignment. Neither this Agreement nor any of the terms, covenants or conditions herein may be modified or amended, except by an agreement in writing duly executed and delivered by both the City and Customer. An amendment or modification to this Agreement shall not be effective unless and until it is reduced to writing and approved and executed by all Parties in accordance with all requirements of law.
16. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
17. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law. The failure of a Party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any of its rights or remedies and shall not be deemed a waiver of any subsequent breach or default of any of said terms, covenants and conditions.
18. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
19. This Agreement shall be governed by, and enforced in accordance with, the internal laws of the State of Illinois. Venue for disputes arising from or related to this Agreement or the Generation Facilities shall be in the Illinois Circuit Court for the Fourteenth Judicial Circuit, Whiteside County, Illinois.
20. Any notice, request, instruction, or other document to be given thereunder to any Party shall be in writing and deemed given on the date it is delivered: (i) when delivered personally; (ii) when sent with return receipt by registered or certified mail, or otherwise on the date that is five (5) days after deposit in the mail when sent by postage prepaid first class mail; (iii) by email where receipt is acknowledged by the receiving Party; or, (iv) by facsimile where receipt is acknowledged by the receiving Party, as follows:

If to City:

City of Rock Falls
603 W. 10th Street
Rock Falls, IL 61071
Attention: Electric Department Director
E-mail: dsimon@rockfalls61071.com

With a copy to:

Ward, Murray, Pace & Johnson, P.C.
202 E. 5th Street; P.O. Box 400
Sterling, IL 61081
Attention: James L. Reese
E-mail: reese@wmpj.com

If to Customer:

SOL Systems, LLC

Attention: _____

E-mail: _____

:

Any party may change its address for purposes of this paragraph by giving notice of such change of address to the other party in the manner provided for giving notice.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officials, respectively, being thereunto duly authorized, as of the day, month and year first above written.

CITY OF ROCK FALLS, ILLINOIS

SOL SYSTEMS, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ORDINANCE NO. 2019-2443

**ORDINANCE APPROVING CONTRACT AND AUTHORIZING
THE PURCHASE AND FINANCING OF PERSONAL PROPERTY
(SCHWARZE A9 MONSOON REGENERATIVE AIR SWEEPER)**

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

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City of Rock Falls (the “City”), have negotiated with R.N.O.W., Inc., of 8636R W. National Ave., West Allis, WI 53277 (the “Seller”), for the purchase of certain personal property described as follows: a Schwarze A9 Monsoon Regenerative Air Sweeper (the “Personal Property”), for the total purchase price of \$234,825.00 (the “Purchase Price”); and

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

WHEREAS, the City desires to finance the purchase of said Personal Property through annual installments paid to Lender over a seven (7) year term as more specifically described in the agreement attached hereto as Exhibit A (the “Agreement”); and

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

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

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

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

SECTION 2: The Agreement is hereby accepted by the Corporate Authorities on behalf of the City for the purchase of the Personal Property, and the financing of the Purchase Price through Lender, upon the terms and conditions more specifically set forth within the Agreement.

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

SECTION 4: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest the Agreement for the purchase of the Personal Property, which Agreement shall be substantially in the form attached hereto as Exhibit A.

SECTION 5: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effectuate the purchase of the Personal Property for the City and the financing of the Purchase Price through Lender as herein authorized.

SECTION 6: If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 7: All ordinances, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

SECTION 8: This Ordinance shall be in full force and effect from and after its passage, adoption and approval in the manner provided by law.

Approved this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

(attach lease/contract)

August 1st 2019

#1

Dear Mr Searing

We are still interested in 608 7119th
Ave. Our Bid offer is still \$154400.
We have put ALot and Time into
Fixing up this Land. TREE Removal,
Concrete SLAB 12x12' 4", Seed ~~SO~~ STRAW,
Water & LANDSCAPING. Hope to hear
Your Decision soon.

Robert H Collins

713 9th Ave

Rock Falls

1-815-499-1053



RESOLUTION NO. 2019-831

**RESOLUTION AWARDING CONTRACT FOR
THE SALE OF SURPLUS REAL ESTATE
711 9TH AVENUE ROCK FALLS, IL 61071**

WHEREAS, the City of Rock Falls, Illinois (the “City”) owns the real estate commonly known as 711 9th Avenue, Rock Falls, Illinois 61071 and more particularly described on Exhibit A, attached hereto (the “Real Estate”); and

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) of the City have determined that it is no longer necessary, appropriate, or in the best interest of the City that it retain title to the Real Estate, and that the Real Estate is not required for the use of, or profitable to, the City; and

WHEREAS, pursuant to Section 11-76-4.2 of the Illinois Municipal Code, the Corporate Authorities previously adopted a resolution authorizing the sale of the Real Estate by staff of the City, who were further authorized to solicit offers or bids for the purchase of the Real Estate on behalf of the City, and were directed to submit any such offers or bids to the Corporate Authorities for review and consideration; and

WHEREAS, said resolution was published once a week for three (3) successive weeks in a daily or weekly newspaper published in Whiteside County, and at least thirty (30) days have passed since the first publication; and

WHEREAS, the City received a bid for the purchase of the Real Estate from Robert L. Collins in the amount of \$1,544.00; and

WHEREAS, the Building Committee has reviewed the bid and recommends that the Corporate Authorities of the City accept such bid for the sale of the Real Estate; and

WHEREAS, the Corporate Authorities hereby find and determine that the best interests of the City and its residents will be served by the acceptance of the bid submitted by Robert L. Collins and the sale of the Real Estate to such bidder for the amount bid of \$1,544.00.

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

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

SECTION 2: The bid of Robert L. Collins in the amount of \$1,544.00 is hereby accepted by the Corporate Authorities of the City for the sale of the Real Estate.

SECTION 3: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest a contract for the sale and purchase of the Real Estate, which contract shall be substantially in the form attached hereto as Exhibit B.

SECTION 4: Upon satisfaction of the terms of the aforesaid contract and upon the payment or securing of the aforesaid bid price in the manner provided in said contract, the Mayor is hereby authorized and directed to convey and transfer the Real Estate to Robert L. Collins by a proper deed of conveyance, stating therein the aforesaid consideration, and the City Clerk is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the City.

SECTION 5: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effectuate the conveyance herein authorized.

SECTION 6: The provisions and sections of this resolution shall be deemed to be separable, and the invalidity of any portion of this resolution shall not affect the validity of the remainder.

SECTION 7: All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

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

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

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

SURPLUS REAL ESTATE

PROPERTY LOCATED AT: 711 9th Avenue, Rock Falls, Illinois 61071

The South Half of Lot 3, Block 1 of John W. Martin's Subdivision of the Southwest Quarter of Section 28, Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois, according to the Plat recorded July 26, 1897 in Plat book 5 page 55, commonly known as 711 9th Avenue, Rock Falls, Illinois 61071.

PIN No. 11-28-381-007

TERMS OF SALE: Cash sale only/As is condition

ZONING: R-2

USE: Residential (vacant lot)

EXHIBIT B

(attach real estate contract)