

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
815-622-1100
Ext. 4

City Treasurer
Kay Abner
815-622-1100

Rock Falls City Council Agenda January 19, 2021 6:30 p.m.

Governor Pritzker's Executive Orders No. 2020-07 and No. 2020-18, suspends the in-person attendance requirement for members of the public body and allows for remote participation. In light of the current COVID-19 public health emergency and the prohibition of public gatherings of 10 or more, the City Council has chosen to conduct the City Council Meeting remotely.

If you would like to listen to the meeting, please go to <https://zoom.us/j/92678349469>, and enter the webinar passcode 123456.

To submit questions or comments for the Audience Request portion of the meeting:

Submit your questions to meeting@rockfalls61071.com prior to January 19, 2021 at 3:00 p.m. and your questions and/or comments, if appropriate, will be read during the meeting and addressed at that time.

Call to Order at 6:30 p.m.
Roll Call

Audience Requests

Proclamation

Proclaiming January 2021 as National Mentoring Month in the City of Rock Falls, State of Illinois

Community Affairs

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

Consent Agenda

1. Approval of the Minutes of the January 5, 2021 City Council Meeting
2. Approval of bills as presented

Ordinances 2nd Reading and Adoption:

1. Ordinance 2021-2516 - Ordinance Authorizing Sale/Transfer of 1999 Dodge Ram 2500 Pickup Truck to Firehouse Ministries

Resolutions:

1. Resolution 2021-854 – Resolution for Improvement Under the Illinois Highway Code – E. 11th Street Bridge Replacement
2. Resolution 2021-855 – Resolution for Maintenance Under the Illinois Highway Code – Section 21-00000-00-GM / Motor Fuel Tax 2021 General Maintenance
3. Resolution 2021-856 – Awarding Contract for the Sale of Surplus Real Estate – 710 ½ Avenue A, Rock Falls, IL 61071
4. Resolution 2021-857 – Awarding Contract for the Sale of Surplus Real Estate – 105 9th Avenue, Rock Falls, IL 61071
5. Resolution 2021-858 – Awarding Contract for the Sale of Surplus Real Estate – 614 3rd Avenue, Rock Falls, IL 61071

City Administrator Robbin Blackert

Information/Correspondence

James Reese, City Attorney

Corey Buck, City Engineer

1. Maintenance Engineering to be Performed by a Consulting Engineer – Motor Fuel Tax General Maintenance – Section Number 21-00000-00-GM

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin

Alderman Gabriella Palmer – Finance/Insurance/Investment Committee Chairman

Ward 2

Alderman Brian Snow – Building Code Committee Chairman

1. Approval to terminate the Lawn Maintenance Contract with Arrezola Law Care and send a 60 day notice of termination of contract

Alderman Casey Babel

Ward 3

Alderman Jim Schuneman – Utility Committee Chairman/Tourism Committee Chairman

Alderman Rod Kleckler – Public Works/Public Property Committee Chairman

Ward 4

Alderman Lee Folsom – Police/Fire Committee Chairman

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

1. Approval to hire Kyle Violet for the Electric Department Apprentice Lineman Position as of February 1, 2021

Mayor's Report

1. Accept the resignation of Fourth Ward Alderman Lee Folsom with an effective date of January 15, 2021
2. Criminal Justice Reform Bill HB3653
3. Christmas Lights at Centennial Park – Recognition

Adjournment

Next City Council meeting – February 2, 2021 at 6:30 p.m.

Posted: January 15, 2021
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.

WHEREAS, January 2021 will mark the 19th anniversary of National Mentoring Month, an annual campaign to focus attention on the need for mentors, as well as how each of us can work together to increase the number of mentors to help ensure positive outcomes for our young people.

WHEREAS, **Rock Falls, Illinois** honors volunteer mentors who support young people by showing up for them every day and demonstrating their commitment to helping them thrive; and

WHEREAS, mentoring programs like **Big Brothers Big Sisters of the Mississippi Valley** make our communities and our state stronger by driving impactful relationships that increase social capital for young people and provide invaluable support networks; and

WHEREAS, during the COVID-19 pandemic, mentoring programs have stepped up to fill gaps for young people and families, connecting them with resources and ensuring that mentoring relationships continue virtually to ensure that physical distancing does not mean social disconnection; and

WHEREAS, mentoring plays a pivotal role in career exploration and supports workplace skills by helping young people set career goals, equipping mentors with the skills needed to support the professional growth of young people, and drives positive outcomes for young people and businesses; and

WHEREAS, quality mentoring promotes healthy relationships and communication, positive self-esteem, emotional well-being, and growth of a young person and their relationships with other adults; and

WHEREAS, students who meet regularly with their mentors are more than 52 percent less likely than their peers to skip a day of school and youth who face an opportunity gap but have a mentor are 55 percent more likely to be enrolled in college than those who did not have a mentor; and

WHEREAS, youth who meet regularly with their mentors are 46 percent less likely than their peers to start using drugs and 27 percent less likely to start drinking; and

WHEREAS, almost half of today's young adults report having a mentor in their youth and those rates appear to have been rising steadily over the past several decades, and

WHEREAS, National Mentoring Month is the time of year to celebrate, elevate, and encourage mentoring across our state and recruit caring adult mentors in **Rock Falls, Illinois**;

NOW, THEREFORE, I, **William B. Wescott, Mayor of Rock Falls, Illinois** do hereby proclaim January 2021, as National Mentoring Month in the **City of Rock Falls** in the state of **Illinois**.



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

January 5, 2021

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was held electronically (via Zoom) due to the COVID-19 Pandemic and Region 1 being placed into Tier 3 Enhanced Mitigation Measures. The meeting was called to order at 6:30 p.m. January 5, 2021 by Mayor Wescott.

Deputy City Clerk Michelle Conklin called the roll. A quorum was present including Mayor Wescott, Aldermen Palmer, Wangelin, Snow, Babel, Schuneman, Kleckler and Sobottka. Alderman Folsom being absent. In addition, Attorney Matt Cole, Attorney James Reese and City Administrator Robbin Blackert were present.

Deputy City Clerk Michelle Conklin opened the bids received for the sale of real estate.

1. 710 1/2 Avenue A, Rock Falls, IL (PIN # 11-27-310-015)
 - a. Robby Vinson - \$1,500.01
2. 614 3rd Avenue, Rock Falls, IL (PIN # 11-28-436-020)
 - a. CoDaniel Ahlstrand - \$201.00
 - b. Joseph McDonald - \$501.00
3. 1015 9th Avenue, Rock Falls, IL (PIN # 11-33-128-008)
 - a. Joseph McDonald - \$300.00

A motion was made by Alderman Kleckler and second by Alderman Snow to table the acceptance of the bids received until the January 19, 2021 City Council Meeting. The bids will be reviewed by the Building Code Committee for their recommendation.

Consent Agenda items 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the December 15, 2020 Regular Council Meeting
2. Approval of bills as presented

A motion was made by Alderman Sobottka and second by Alderman Wangelin to approve Consent Agenda items 1 and 2.

Vote 7 aye, motion carried.

City Administrator Blackert informed the City Council that we signed our first grant agreement today for the Downstate Business Grant, we will have to do a separate agreement for each business that we submitted a grant application for.

We have also signed the grant agreement for the Economic Support Grant in the amount of \$122,000.00 and we will hopefully see the payment for that soon. This grant will reimburse Tourism for the Hospitality and Small Business Grants that were awarded through the City.

A motion was made by Alderman Schuneman and second by Alderman Wangelin to approve the Pole Attachment Agreement by and between the City of Rock Falls and Surf Air Wireless, LLC.

Vote 7 aye, motion carried.

Mayor Wescott has spoken to Alderman Folsom and believes that he will be submitting his resignation as Ward 4 Alderman at the next City Council Meeting.

Mayor Wescott informed the City Council that we have received notice that we have received the Strong Communities Grant in the amount of \$146,800.00 through IHDA.

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

Viva Voce Vote, motion carried. (6:46 p.m.)



Michelle Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 01/19/2021

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		421.09
General Fund		100856.30
Industrial Development Fund		110.00
Electric		433514.87
Fiber Optic Broadband	Taxable	1000.00
Sewer		33769.44
Water		29481.47
Garbage Fund		42918.68
Customer Service Center		3763.56
Drug Fund		100.79
Customer Utility Deposit		\$35.00
		\$645,971.20

Alderman Kleckler
Alderman Wangelin
Alderman Palmer

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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/08/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS	3,001.75	304.15
2796	U.S. CELLULAR	3,362.71	77.81
5178	COMCAST BUSINESS	5,739.90	39.13
	TOURISM		421.09
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	68,882.80	3,630.00
172	CITY OF ROCK FALLS	3,001.75	68.85
4331	CIRCUIT CLERK OF LEE COUNTY	3,675.00	100.00
4333	CIRCUIT CLERK OF OGLE COUNTY	500.00	500.00
4392	WILLIAM B WESCOTT	585.65	40.00
5178	COMCAST BUSINESS	5,739.90	39.13
753	ROCK FALLS CHAMBER OF COMMERCE	6,000.00	500.00
	ADMINISTRATION		4,877.98
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS	3,001.75	14.25
4972	ROBBIN BLACKERT	800.00	100.00
5178	COMCAST BUSINESS	5,739.90	39.13
	CITY ADMINISTRATOR		153.38
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	68,882.80	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
172	CITY OF ROCK FALLS	3,001.75	31.45
2797	MARK SEARING	320.00	40.00
5178	COMCAST BUSINESS	5,739.90	78.35
	BUILDING		149.80

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GENERAL FUND			
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS	3,001.75	263.60
5178	COMCAST BUSINESS	5,739.90	78.31
	CITY CLERK'S OFFICE		341.91
06	POLICE		
1414	GALLS, LLC		39.27
1472	WARD, MURRAY, PACE & JOHNSON	68,882.80	220.00
1493	WILLIAM & MARY COMPUTER CENTER	92,781.42	12.00
172	CITY OF ROCK FALLS	3,001.75	63.98
2864	ATLAS BUSINESS SOLUTIONS, INC		540.00
295	PAM ERBY	800.00	50.00
4508	LEXISNEXIS RISK SOLUTIONS	272.00	30.00
5096	TREASURER, STATE OF ILLINOIS	100.00	30.00
5097	ILLINOIS STATE POLICE	600.00	180.00
5098	ILLINOIS OFFICE OF THE	600.00	180.00
5178	COMCAST BUSINESS	5,739.90	156.54
956	UNIFORM DEN INC	1,509.44	145.90
T0005406	MORRISON FAMILY CARE CLINIC		144.00
	POLICE		1,791.69
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	3,001.75	86.75
4931	MUNICIPAL SYSTEMS INC	5,755.43	439.12
	CODE HEARING DEPARTMENT		525.87
10	STREET		
1773	ATCO INTERNATIONAL	854.80	738.15
194	GRUMMERT'S HARDWARE - R.F.	4,393.37	2.24
34	ALTORFER INC.	825,706.57	650.00
4207	O'REILLY AUTOMOTIVE INC	3,375.63	30.61
4707	KIMBALL MIDWEST	1,713.37	104.73
5178	COMCAST BUSINESS	5,739.90	39.13
55	ARAMARK UNIFORM SERVICES, INC.	7,137.36	174.22
	STREET		1,739.08

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INVOICES DUE ON/BEFORE 01/08/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING	591.44	122.93
5209	ASCAP	12.83	367.00
	PUBLIC PROPERTY		489.93
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	68,882.80	220.00
172	CITY OF ROCK FALLS	3,001.75	2.85
295	PAM ERBY	800.00	50.00
423	AT&T	7,447.64	72.68
4443	SANDRY FIRE SUPPLY LLC	482.00	420.00
4536	DUO-SAFETY LADDER CORPORATION		168.72
4651	MOST PLUMBING & MECHANICAL LLC	9,161.25	161.84
5178	COMCAST BUSINESS	5,739.90	117.40
	FIRE		1,213.49
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	68,882.80	110.00
	INDUSTRIAL DEVELOPMENT		110.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	2,078.45	92.82
1472	WARD, MURRAY, PACE & JOHNSON	68,882.80	770.00
172	CITY OF ROCK FALLS	3,001.75	12.45
1853	MOORE TIRES INC.	6,140.60	63.95
194	GRUMMERT'S HARDWARE - R.F.	4,393.37	26.99
2451	MENARDS	3,475.23	43.14
283	ANIXTER INC	159,845.70	1,384.00
4215	POWER LINE SUPPLY	36,970.13	3,568.15
4361	FERGUSON WATERWORKS #2516	63,397.39	1,406.46
4556	ACCURATE CALIBRATION SERVICES		250.00
4730	FLETCHER-REINHARDT CO	11,801.39	1,064.10
4995	CLOUDPOINT GEOSPATIAL	58,980.15	1,983.34
5055	COMED REAL ESTATE		100.50

INVOICES DUE ON/BEFORE 01/08/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5062	HALL'S SAFETY EQUIPMENT CORP.		228.30
5178	COMCAST BUSINESS	5,739.90	78.42
5210	RITZ SAFETY LLC	10,330.70	1,803.27
964	UUSCO	20,716.00	10,700.00
	OPERATION & MAINTENANCE		23,575.89
SEWER FUND			
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	68,882.80	220.00
172	CITY OF ROCK FALLS	3,001.75	1.40
2517	WM CORPORATE SERVICES, INC	12,034.80	161.75
395	HILLS ELECTRIC MOTOR SERVICE	1,801.28	70.52
4027	WHITESIDE COUNTY RECORDER	1,034.25	86.75
4361	FERGUSON WATERWORKS #2516	63,397.39	1,406.46
4995	CLOUDPOINT GEOSPATIAL	58,980.15	2,920.83
5178	COMCAST BUSINESS	5,739.90	39.13
5302	SHAE SMITH	306.52	45.98
	OPERATION & MAINTENANCE		4,952.82
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	63,397.39	3,533.35
	WATER		3,533.35
48	OPERATION & MAINTENANCE		
131	BURGER BROTHERS INC	4,231.25	525.00
1472	WARD, MURRAY, PACE & JOHNSON	68,882.80	220.00
172	CITY OF ROCK FALLS	3,001.75	42.20
1740	VIKING CHEMICAL CO	8,920.00	1,166.00
194	GRUMMERT'S HARDWARE - R.F.	4,393.37	180.82
2451	MENARDS	3,475.23	124.22
2688	STAPLES CREDIT PLAN	883.33	139.79
2796	U.S. CELLULAR	3,362.71	358.09
2847	PDC LABORATORIES, INC.	3,732.50	298.00
4027	WHITESIDE COUNTY RECORDER	1,034.25	86.75

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
4207	O'REILLY AUTOMOTIVE INC	3,375.63	41.85
4361	FERGUSON WATERWORKS #2516	63,397.39	1,406.47
4707	KIMBALL MIDWEST	1,713.37	164.48
4995	CLOUDPOINT GEOSPATIAL	58,980.15	1,983.33
5176	DIRECT IN SUPPLY	1,712.14	112.50
5178	COMCAST BUSINESS	5,739.90	39.13
533	ELECTRONICS, INC.	5,197.50	97.22
55	ARAMARK UNIFORM SERVICES, INC.	7,137.36	300.87
631	MURRAY & SONS EXCAVATING, INC	195,188.30	2,378.00
67	B & D SUPPLY CO.	456.42	104.00
	OPERATION & MAINTENANCE		9,768.72
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	68,882.80	55.00
	GARBAGE		55.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS	3,001.75	123.95
2688	STAPLES CREDIT PLAN	883.33	61.26
5178	COMCAST BUSINESS	5,739.90	78.35
760	ROCK FALLS POSTMASTER	24,740.00	3,500.00
	CUSTOMER SERVICE CENTER		3,763.56
	TOTAL ALL DEPARTMENTS		57,518.56

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
04	BUILDING		
5253	WEX BANK	43,207.45	108.35
	BUILDING		108.35
06	POLICE		
5253	WEX BANK	43,207.45	2,492.51
	POLICE		2,492.51
10	STREET		
5253	WEX BANK	43,207.45	278.39
	STREET		278.39
13	FIRE		
5253	WEX BANK	43,207.45	527.51
	FIRE		527.51
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5253	WEX BANK	43,207.45	1,077.57
	OPERATION & MAINTENANCE		1,077.57
SEWER FUND			
38	OPERATION & MAINTENANCE		
5253	WEX BANK	43,207.45	371.99
	OPERATION & MAINTENANCE		371.99
WATER FUND			
48	OPERATION & MAINTENANCE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
5253	WEX BANK	43,207.45	545.51
	OPERATION & MAINTENANCE		545.51
	TOTAL ALL DEPARTMENTS		5,401.83

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
01	ADMINISTRATION		
795	SBM BUSINESS EQUIPMENT CENTER	7,095.63	71.08
	ADMINISTRATION		71.08
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	7,095.63	71.09
	CITY ADMINISTRATOR		71.09
04	BUILDING		
34	ALTORFER INC.	826,356.57	32.49
795	SBM BUSINESS EQUIPMENT CENTER	7,095.63	74.78
	BUILDING		107.27
05	CITY CLERK'S OFFICE		
5308	ADMINISTRATIVE SERVICES	375.42	92.71
	CITY CLERK'S OFFICE		92.71
06	POLICE		
1165	CEC OF THE SAUK VALLEY INC	12,730.55	532.50
1289	CITY OF ROCK FALLS UTILITIES	360,423.78	1,107.91
1853	MOORE TIRES INC.	6,204.55	414.37
332	FYR-FYTER, INC.	1,279.01	69.95
350	GISI BROS. INC.	7,028.62	338.61
4631	WHITESIDE COUNTY	273,391.63	62,980.06
4774	KRISTIAN MONTANEZ		213.37
5277	PAPER RECOVERY SERVICE CORP	510.00	60.00
533	LECTRONICS, INC.	5,294.72	318.00
683	P. F. PETTIBONE & CO.	116.00	463.90
752	ROCK FALLS AREA DOG CONTROL	3,963.76	480.42
	POLICE		66,979.09

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
110	BONNELL INDUSTRIES, INC.	3,135.45	1,978.42
1289	CITY OF ROCK FALLS UTILITIES	360,423.78	1,034.73
194	GRUMMERT'S HARDWARE - R.F.	4,603.42	31.91
2611	FISCH MOTORS INC	934.00	136.00
34	ALTORFER INC.	826,356.57	105.61
4207	O'REILLY AUTOMOTIVE INC	3,448.09	34.84
4528	MODERN SHOE SHOP	3,013.35	191.99
4655	WHEELHOUSE, INC.	4,180.16	1,310.00
4827	KELLEY WILLIAMSON COMPANY	9,378.72	869.76
55	ARAMARK UNIFORM SERVICES, INC.	7,612.45	185.32
651	NICOR	22,826.86	942.99
T0005346	ESSENCE CHEMICAL COMPANY	6,327.73	934.08
	STREET		7,755.65
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	360,423.78	8,087.04
194	GRUMMERT'S HARDWARE - R.F.	4,603.42	6.54
533	LECTRONICS, INC.	5,294.72	39.00
651	NICOR	22,826.86	242.96
	PUBLIC PROPERTY		8,375.54
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	360,423.78	1,165.76
194	GRUMMERT'S HARDWARE - R.F.	4,603.42	12.10
2684	ILLINOIS FIREFIGHTERS ASSOC.		125.00
45	AMERICAN TEST CENTER INC.		1,085.00
4536	DUO-SAFETY LADDER CORPORATION	168.72	50.48
4827	KELLEY WILLIAMSON COMPANY	9,378.72	33.30
5308	ADMINISTRATIVE SERVICES	375.42	92.71
T0005407	MEDLINE		94.63
	FIRE		2,658.98
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	360,423.78	7,863.34

INVOICES DUE ON/BEFORE 01/15/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
2718	TOM ROWZEE	85.00	85.00
34	ALTORFER INC.	826,356.57	1,190.09
4148	BHMG ENGINEERS	242,069.51	1,460.69
437	ILLINOIS MUNICIPAL ELECTRIC	3,168,764.63	382,866.61
4827	KELLEY WILLIAMSON COMPANY	9,378.72	61.25
5210	RITZ SAFETY LLC	12,133.97	359.35
5300	T.R. MILLER MILL COMPANY INC	10,773.69	11,283.40
533	LECTRONICS, INC.	5,294.72	149.00
651	NICOR	22,826.86	1,260.30
66	STERLING CHEVROLET CO.	1,597.31	542.38
795	SBM BUSINESS EQUIPMENT CENTER	7,095.63	1,740.00
	OPERATION & MAINTENANCE		408,861.41
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5250	AMERICAN REGISTRY FOR		1,000.00
	FIBER OPTIC BROADBAND/TAXABLE		1,000.00
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	13,182.50	1,544.34
	SEWER		1,544.34
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	360,423.78	19,330.53
2517	WM CORPORATE SERVICES, INC	12,196.55	360.14
34	ALTORFER INC.	826,356.57	316.50
4027	WHITESIDE COUNTY RECORDER	1,207.75	21.50
4446	MORING DISPOSAL, INC.	351,582.78	300.00
4827	KELLEY WILLIAMSON COMPANY	9,378.72	121.42
533	LECTRONICS, INC.	5,294.72	78.00
651	NICOR	22,826.86	6,372.20
	OPERATION & MAINTENANCE		26,900.29

DATE: 01/14/21
TIME: 09:54:03
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 01/15/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
1449	QUALITY READY MIX	23,268.63	830.00
	WATER		830.00
48	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	360,423.78	6,781.84
1449	QUALITY READY MIX	23,268.63	3,394.25
2451	MENARDS	3,642.59	279.98
2611	FISCH MOTORS INC	934.00	68.00
34	ALTORFER INC.	826,356.57	82.70
367	HACH COMPANY	2,211.52	832.00
4027	WHITESIDE COUNTY RECORDER	1,207.75	21.50
4361	FERGUSON WATERWORKS #2516	71,150.13	536.80
4655	WHEELHOUSE, INC.	4,180.16	1,173.75
4827	KELLEY WILLIAMSON COMPANY	9,378.72	324.05
55	ARAMARK UNIFORM SERVICES, INC.	7,612.45	97.86
651	NICOR	22,826.86	560.29
795	SBM BUSINESS EQUIPMENT CENTER	7,095.63	87.86
838	THE SHERWIN - WILLIAMS CO.	3,044.54	223.01
T0001251	REAVER PLUMBING		340.00
	OPERATION & MAINTENANCE		14,803.89
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	351,582.78	42,863.68
	GARBAGE		42,863.68
DRUG FUND			
56	DRUG ABUSE		
194	GRUMMERT'S HARDWARE - R.F.	4,603.42	100.79
	DRUG ABUSE		100.79
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		

DATE: 01/14/21
TIME: 09:54:03
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 01/15/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005397	JACK SPENCER	12.22	35.00
	CUSTOMER UTILITY DEPOSITS		35.00
	TOTAL ALL DEPARTMENTS		583,050.81

ORDINANCE NO. 2021-2516

**ORDINANCE AUTHORIZING SALE/TRANSFER
OF 1999 DODGE RAM 2500 PICKUP TRUCK TO
FIREHOUSE MINISTRIES**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11 76A, permits the City to authorize by ordinance the sale of personal property, which in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or for the best interests of the City; and

WHEREAS, the City is presently the owner of a 1999 Dodge RAM 2500 pickup truck, purchased on June 3, 1999 by the City, vehicle identification #3B7KC26Z4XM581026, which has been in use by the City Street Department, and, which in the opinion of the Mayor and the corporate authorities of the City, is no longer necessary or useful to or for the best interests of the City, because of its age and more than 21 years of service to the City; and

WHEREAS, Firehouse Ministries has been an active and effective community service organization, and has displayed and promoted the spirit of volunteerism for many projects, including services for the City which have resulted in substantial benefit to the City; and

WHEREAS, the Mayor and the City Council wish to foster the spirit of volunteerism that has been displayed and continued to be displayed by Firehouse Ministries and its members; and

WHEREAS, pursuant to 65 ILCS 5/8-1-3.1, the City may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Mayor and the City Council hereby find that the provision of volunteer services by Firehouse Ministries is highly desirable for the promotion of economic development within the City, in terms of beautification, coordination of other volunteer services for the benefit of the community and its residents, and provision of services for those less fortunate; and

WHEREAS, Firehouse Ministries has had the opportunity to examine and inspect the described pickup truck to determine its condition and has tendered an offer to purchase the described pickup truck in "AS IS" condition at a price of \$1.00 for use in its activities; and

WHEREAS, the City Council deems in the best interest of the City and its citizens to authorize the sale of the described truck to Firehouse Ministries for the payment offered, on the terms and conditions outlined below.

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

SECTION 1: The Mayor and the City Council hereby find that the recitals above are true and correct and are incorporated herein as if set forth in full.

SECTION 2: That the offer to purchase the described pick up truck from Firehouse of God Ministries at a price of \$1.00 is hereby accepted. The City and purchaser agree that said pickup truck is being sold in "AS IS" condition, and shall execute a bill of sale reflecting the purchase price and that the truck is being sold in "AS IS" condition.

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 to execute and the City Clerk is authorized to attest whatever documentation may be necessary, needful, or appropriate to effect transfer of the described truck to the described purchaser, upon payment of the described purchase price.

SECTION 5: 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 6: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 7: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 8: This Ordinance 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 January, 2021.

Mayor

ATTEST:

City Clerk



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?
[X] Yes [] No

Table with Resolution Type (Original), Resolution Number (2021-854), and Section Number (19-00137-00-BR)

BE IT RESOLVED, by the Council of the City of Rock Falls, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Bridge replacement.

2. That there is hereby appropriated the sum of one hundred twenty five thousand

Dollars (\$125,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Michelle Conklin, Clerk in and for said City of Rock Falls.

of Rock Falls in the State aforesaid, and keeper of the records and files thereof, as provided by 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 January 19, 2021.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19th day of January, 2021.

(SEAL)

Clerk Signature and Date fields.

Approved

Regional Engineer, Department of Transportation, and Date fields.



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
2021-855	Original	21-00000-00-GM

BE IT RESOLVED, by the Council of the City of Rock Falls of Illinois that there is hereby appropriated the sum of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/21 to 12/31/21.

Beginning Date Ending Date

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

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

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

I Michelle Conklin City Clerk in and for said City of Rock Falls in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Rock Falls at a meeting held on 01/19/21.

Name of Clerk Local Public Agency Type Local Public Agency Type

Name of Local Public Agency

Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19th day of January, 2021.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer Department of Transportation Date

CITY OF ROCK FALLS

RESOLUTION NO. 2021-856

**RESOLUTION AWARDING CONTRACT FOR
THE SALE OF SURPLUS REAL ESTATE
710 ½ Avenue A, ROCK FALLS, IL 61071**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2021

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this _____
day of _____, 2021.

RESOLUTION NO. _____

**RESOLUTION AWARING CONTRACT FOR
THE SALE OF SURPLUS REAL ESTATE
614 3rd AVENUE ROCK FALLS, IL 61071**

WHEREAS, the City of Rock Falls, Illinois (the “City”) owns the real estate commonly known as 710 1/2 Avenue A, 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 in the amount of \$1500.01; 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 Robby Vinson and the sale of the Real Estate to such bidder for the amount bid of \$1500.01.

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 Robby Vinson in the amount of \$150.01 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 Robby Vinson 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 _____, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

SURPLUS REAL ESTATE

PROPERTY LOCATED AT: 710 1/2 Avenue A, Rock Falls, Illinois 61071

The South Half of Lot 6 in Block 8 of Arey's Addition to the City of Rock Falls, Whiteside County, Illinois; according to the Plat thereof recorded October 30, 1952 in Plat Book 9, page 20.

Commonly known as: 710 Ave A, Rock Falls, Illinois 61071

PIN #11-27-310-015

TERMS OF SALE: Cash sale only/As is condition

ZONING: R-2

USE: Residential (vacant lot)

CASH SALE REAL ESTATE CONTRACT

ARTICLES OF AGREEMENT entered into as of this ____ day of _____, 2021, by and between the CITY OF ROCK FALLS, an Illinois municipal corporation (“Seller”), and Robby Vinson (“Buyer”).

SECTION 1: Seller agrees to sell and convey to the Buyer and Buyer agrees to purchase from the Seller at the price \$1500.01 the real estate described as follows, to-wit:

The South Half of Lot 6 in Block 8 of Arey’s Addition to the City of Rock Falls, Whiteside County, Illinois; according to the Plat thereof recorded October 30, 1952 in Plat Book 9, page 20.

Commonly known as: 710 Ave A, Rock Falls, Illinois 61071

PIN #11-27-310-015

(the “Real Estate”)

and further subject to real estate taxes for all years, which Buyer assumes and agrees to pay and subject to any and all existing rights-of-way for public highways, utilities and drainage and subject to all existing easements, covenants, restrictions and reservations of record.

SECTION 2: Buyer has paid \$0 as earnest money and agrees to pay the balance of the purchase price at closing which shall occur on or before thirty (30) days from the date hereof upon delivery of a good, sufficient and legally recordable special warranty deed conveying said Real Estate to the Buyer, subject to the provisions herein stated. It is expressly agreed upon by the parties hereto that Buyer shall be responsible for payment of all real estate taxes on the Property now or hereafter due, and that Buyer will receive no credit for prorated taxes at closing.

SECTION 3: Seller shall have no obligation to furnish Buyer with a commitment for title insurance showing merchantable title in Seller. Buyer may elect to purchase such commitment and other title work as may be necessary to show merchantable title in Seller prior to the closing date at Buyer’s sole cost, including the costs of issuing an owner’s policy. If so elected, Buyer shall serve written objections to the title as disclosed by said report, within five (5) days after the commitment for title insurance has been delivered to Buyer or Buyer’s attorney for examination, but in any event before the closing date. In the event written objections to the title are raised that, in the sole and absolute discretion of Seller, cannot be remedied, Seller shall return the earnest money to Buyer and this Agreement shall thereafter be terminated and null and void.

SECTION 4: Seller shall prepare, execute and deliver to Buyer the real estate transfer declaration of the Department of Revenue and pay the transfer tax, if any. Seller shall prepare, execute, and deliver any additional documents or affidavits reasonably required by the Whiteside County Recorder of Deeds.

SECTION 5: Possession shall be given to Buyer at closing.

SECTION 6: Payment of the purchase price and delivery of the deed shall take place at such time and place as may be mutually agreed by the parties. If Buyer does not elect to obtain a title policy and close through a title insurance company, the deed and transfer declaration will be delivered to Buyer and Buyer shall be responsible for the recording of said documents, including the payment of any and all recording fees, with the Whiteside County Recorder of Deeds.

SECTION 7: SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING IN ANY WAY TO THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THE ENVIRONMENTAL CONDITION OF THE REAL ESTATE, THE REAL ESTATE IS BEING SOLD "AS IS" AND WITH ALL FAULTS. BUYER AGREES TO ACCEPT POSSESSION OF THE REAL ESTATE IN "AS IS" CONDITION.

SECTION 8: In the event of default under this Agreement by Buyer, Seller shall be entitled to any and all remedies at law or in equity, including specific performance. If Seller institutes any suit or action to enforce any of the terms of this Agreement, Seller shall be entitled to recover reasonable attorneys' fees in connection therewith, including but not limited to attorneys' fees for bankruptcy proceedings, appeals and any anticipated post-judgment collection, the cost of searching public records and obtaining title reports. Buyer shall also pay Seller's court costs, in addition to all other sums provided by law.

SECTION 9: Any continuing obligations contained herein shall not be merged in the deed.

SECTION 10: It is mutually agreed that the time of payment and performance shall be of the essence of this Contract and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, and administrators of the parties hereto. Buyer may not assign any of its rights hereunder absent the written consent of Seller.

SECTION 11: This Contract becomes binding when signed by all parties or when all parties have signed a duplicate counterpart. All previous agreements between the parties, pertaining to the described property, if any, are hereby cancelled.

(signatures of the parties to appear on the following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER:

BUYER:

CITY OF ROCK FALLS, an
Illinois municipal corporation

By: _____
Mayor

Signature

ATTEST:

Print Name

Clerk

December 02, 2020

To: City of Rock Falls
City Clerk's Office
603 West 10th Street
Rock Falls, IL 61071

Subject: Bid for Lot. PIN #11-27-310-015

Dear Sir/Madam,

I, Robby Vinson, wish to purchase the residential plot located at 710 ½ Avenue A, Rock Falls, IL 61071.

The house that used to sit on that property once belonged to the Vinson family. A year ago, I noticed the house had been demolished during a seasonal visit, and the lot left empty. As the son of the home's former owner, it was heart-wrenching. The place that used to be my daughters' grandmother's house, my mother's home-- was gone. I informed my daughters, and they were just as heartbroken.

I wish to salvage what is left of the residential plot and build a new home for my family. Therefore, I intend to make a bid to purchase the lot mentioned above at \$1,500.01. I know owning that property will make my family very happy.

Please let me know the results regarding my offer to make arrangements for payment accordingly. Looking forward to promising news regarding my bid, and in case of any query, please contact me at the number provided below.

Kind Regards,
Robby Vinson
3124 Carson St. Apt 2
Edinburg, TX 78539
(956) 212-6252

CITY OF ROCK FALLS

RESOLUTION NO. 2021-857

**RESOLUTION AWARDED CONTRACT FOR
THE SALE OF SURPLUS REAL ESTATE
1015 9TH AVENUE, ROCK FALLS, IL 61071**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2021

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this _____
day of _____, 2021.

RESOLUTION NO. _____

**RESOLUTION AWARING CONTRACT FOR
THE SALE OF SURPLUS REAL ESTATE
1015 9TH AVENUE ROCK FALLS, IL 61071**

WHEREAS, the City of Rock Falls, Illinois (the “City”) owns the real estate commonly known as 1015 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 in the amount of \$300.00; 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 Joseph P. McDonald and the sale of the Real Estate to such bidder for the amount bid of \$300.00.

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 Joseph P. McDonald in the amount of \$300.00 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 Joseph P. McDonald 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 _____, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

SURPLUS REAL ESTATE

PROPERTY LOCATED AT: 1015 9th Avenue, Rock Falls, Illinois 61071

Lot 12 in Block 1 in William F Flocks Subdivision of Section 33, Township 21 North, Range 7 East of the 4th P.M., Situated in the County of Whiteside and the State of Illinois.

Commonly known as: 1015 9th Avenue, Rock Falls, Illinois 61071
PIN #11-33-128-008

TERMS OF SALE: Cash sale only/As is condition

ZONING: R-2

USE: Residential (vacant lot)

CASH SALE REAL ESTATE CONTRACT

ARTICLES OF AGREEMENT entered into as of this ____ day of _____, 2021, by and between the CITY OF ROCK FALLS, an Illinois municipal corporation (“Seller”), and Joseph P. McDonald (“Buyer”).

SECTION 1: Seller agrees to sell and convey to the Buyer and Buyer agrees to purchase from the Seller at the price \$300.00 the real estate described as follows, to-wit:

Lot 12 in Block 1 in William F Flocks Subdivision of Section 33, Township 21 North, Range 7 East of the 4th P.M., Situated in the County of Whiteside and the State of Illinois.

Commonly known as: 1015 9th Avenue, Rock Falls, Illinois 61071

PIN #11-33-128-008

(the “Real Estate”)

and further subject to real estate taxes for all years, which Buyer assumes and agrees to pay and subject to any and all existing rights-of-way for public highways, utilities and drainage and subject to all existing easements, covenants, restrictions and reservations of record.

SECTION 2: Buyer has paid \$0 as earnest money and agrees to pay the balance of the purchase price at closing which shall occur on or before thirty (30) days from the date hereof upon delivery of a good, sufficient and legally recordable special warranty deed conveying said Real Estate to the Buyer, subject to the provisions herein stated. It is expressly agreed upon by the parties hereto that Buyer shall be responsible for payment of all real estate taxes on the Property now or hereafter due, and that Buyer will receive no credit for prorated taxes at closing.

SECTION 3: Seller shall have no obligation to furnish Buyer with a commitment for title insurance showing merchantable title in Seller. Buyer may elect to purchase such commitment and other title work as may be necessary to show merchantable title in Seller prior to the closing date at Buyer’s sole cost, including the costs of issuing an owner’s policy. If so elected, Buyer shall serve written objections to the title as disclosed by said report, within five (5) days after the commitment for title insurance has been delivered to Buyer or Buyer’s attorney for examination, but in any event before the closing date. In the event written objections to the title are raised that, in the sole and absolute discretion of Seller, cannot be remedied, Seller shall return the earnest money to Buyer and this Agreement shall thereafter be terminated and null and void.

SECTION 4: Seller shall prepare, execute and deliver to Buyer the real estate transfer declaration of the Department of Revenue and pay the transfer tax, if any. Seller shall prepare, execute, and deliver any additional documents or affidavits reasonably required by the Whiteside County Recorder of Deeds.

SECTION 5: Possession shall be given to Buyer at closing.

SECTION 6: Payment of the purchase price and delivery of the deed shall take place at such time and place as may be mutually agreed by the parties. If Buyer does not elect to obtain a title policy and close through a title insurance company, the deed and transfer declaration will be delivered to Buyer and Buyer shall be responsible for the recording of said documents, including the payment of any and all recording fees, with the Whiteside County Recorder of Deeds.

SECTION 7: SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING IN ANY WAY TO THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THE ENVIRONMENTAL CONDITION OF THE REAL ESTATE, THE REAL ESTATE IS BEING SOLD "AS IS" AND WITH ALL FAULTS. BUYER AGREES TO ACCEPT POSSESSION OF THE REAL ESTATE IN "AS IS" CONDITION.

SECTION 8: In the event of default under this Agreement by Buyer, Seller shall be entitled to any and all remedies at law or in equity, including specific performance. If Seller institutes any suit or action to enforce any of the terms of this Agreement, Seller shall be entitled to recover reasonable attorneys' fees in connection therewith, including but not limited to attorneys' fees for bankruptcy proceedings, appeals and any anticipated post-judgment collection, the cost of searching public records and obtaining title reports. Buyer shall also pay Seller's court costs, in addition to all other sums provided by law.

SECTION 9: Any continuing obligations contained herein shall not be merged in the deed.

SECTION 10: It is mutually agreed that the time of payment and performance shall be of the essence of this Contract and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, and administrators of the parties hereto. Buyer may not assign any of its rights hereunder absent the written consent of Seller.

SECTION 11: This Contract becomes binding when signed by all parties or when all parties have signed a duplicate counterpart. All previous agreements between the parties, pertaining to the described property, if any, are hereby cancelled.

(signatures of the parties to appear on the following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER:

BUYER:

CITY OF ROCK FALLS, an
Illinois municipal corporation

By: _____
Mayor

Signature

ATTEST:

Print Name

Clerk

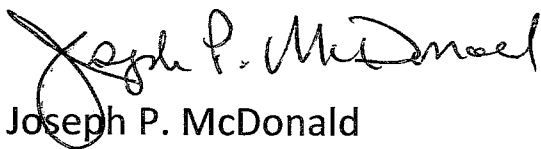
City of Rock Falls

603 West 10th Street

Rock Falls, Illinois 61071

PIN# 11-33-128-008

I would like to place a bid of \$ 300.00 for the above listed parcel with actual location of ~~614~~ 3rd Avenue in the City of Rock Falls, Illinois'



Joseph P. McDonald

1002 12th Avenue

Rock Falls, Illinois 61071

1015 9th Ave

CITY OF ROCK FALLS

RESOLUTION NO. 2021-858

**RESOLUTION AWARDING CONTRACT FOR
THE SALE OF SURPLUS REAL ESTATE
614 3rd AVENUE, ROCK FALLS, IL 61071**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2021

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this _____
day of _____, 2021.

RESOLUTION NO. _____

**RESOLUTION AWARDED CONTRACT FOR
THE SALE OF SURPLUS REAL ESTATE
614 3rd AVENUE ROCK FALLS, IL 61071**

WHEREAS, the City of Rock Falls, Illinois (the “City”) owns the real estate commonly known as 614 3rd 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 in the amount of \$300.00; 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 Joseph P. McDonald and the sale of the Real Estate to such bidder for the amount bid of \$501.00.

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 Joseph P. McDonald in the amount of \$501.00 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 Joseph P. McDonald 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 _____, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

SURPLUS REAL ESTATE

PROPERTY LOCATED AT: 614 3rd Avenue, Rock Falls, Illinois 61071

The North Half of Lot 8 in Block 25 in A.L. Merrill's Subdivision of the Southeast Quarter of Section 28, Township 21 North, Range 7 East of the 4th P.M., Situated in the County of Whiteside and the State of Illinois.

Commonly known as: 614 3rd Avenue, Rock Falls, Illinois 61071
PIN #11-28-436-020

TERMS OF SALE: Cash sale only/As is condition

ZONING: R-2

USE: Residential (vacant lot)

CASH SALE REAL ESTATE CONTRACT

ARTICLES OF AGREEMENT entered into as of this ____ day of _____, 2021, by and between the CITY OF ROCK FALLS, an Illinois municipal corporation ("Seller"), and _____ ("Buyer").

SECTION 1: Seller agrees to sell and convey to the Buyer and Buyer agrees to purchase from the Seller at the price \$501.00 the real estate described as follows, to-wit:

The North Half of Lot 8 in Block 25 in A.L. Merrill's Subdivision of the Southeast Quarter of Section 28, Township 21 North, Range 7 East of the 4th P.M., Situated in the County of Whiteside and the State of Illinois.

Commonly known as: 614 3rd Avenue, Rock Falls, Illinois 61071

PIN #11-28-436-020

(the "Real Estate")

and further subject to real estate taxes for all years, which Buyer assumes and agrees to pay and subject to any and all existing rights-of-way for public highways, utilities and drainage and subject to all existing easements, covenants, restrictions and reservations of record.

SECTION 2: Buyer has paid \$0 as earnest money and agrees to pay the balance of the purchase price at closing which shall occur on or before thirty (30) days from the date hereof upon delivery of a good, sufficient and legally recordable special warranty deed conveying said Real Estate to the Buyer, subject to the provisions herein stated. It is expressly agreed upon by the parties hereto that Buyer shall be responsible for payment of all real estate taxes on the Property now or hereafter due, and that Buyer will receive no credit for prorated taxes at closing.

SECTION 3: Seller shall have no obligation to furnish Buyer with a commitment for title insurance showing merchantable title in Seller. Buyer may elect to purchase such commitment and other title work as may be necessary to show merchantable title in Seller prior to the closing date at Buyer's sole cost, including the costs of issuing an owner's policy. If so elected, Buyer shall serve written objections to the title as disclosed by said report, within five (5) days after the commitment for title insurance has been delivered to Buyer or Buyer's attorney for examination, but in any event before the closing date. In the event written objections to the title are raised that, in the sole and absolute discretion of Seller, cannot be remedied, Seller shall return the earnest money to Buyer and this Agreement shall thereafter be terminated and null and void.

SECTION 4: Seller shall prepare, execute and deliver to Buyer the real estate transfer declaration of the Department of Revenue and pay the transfer tax, if any. Seller shall prepare, execute, and deliver any additional documents or affidavits reasonably required by the Whiteside County Recorder of Deeds.

SECTION 5: Possession shall be given to Buyer at closing.

SECTION 6: Payment of the purchase price and delivery of the deed shall take place at such time and place as may be mutually agreed by the parties. If Buyer does not elect to obtain a title policy and close through a title insurance company, the deed and transfer declaration will be delivered to Buyer and Buyer shall be responsible for the recording of said documents, including the payment of any and all recording fees, with the Whiteside County Recorder of Deeds.

SECTION 7: SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING IN ANY WAY TO THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THE ENVIRONMENTAL CONDITION OF THE REAL ESTATE, THE REAL ESTATE IS BEING SOLD "AS IS" AND WITH ALL FAULTS. BUYER AGREES TO ACCEPT POSSESSION OF THE REAL ESTATE IN "AS IS" CONDITION.

SECTION 8: In the event of default under this Agreement by Buyer, Seller shall be entitled to any and all remedies at law or in equity, including specific performance. If Seller institutes any suit or action to enforce any of the terms of this Agreement, Seller shall be entitled to recover reasonable attorneys' fees in connection therewith, including but not limited to attorneys' fees for bankruptcy proceedings, appeals and any anticipated post-judgment collection, the cost of searching public records and obtaining title reports. Buyer shall also pay Seller's court costs, in addition to all other sums provided by law.

SECTION 9: Any continuing obligations contained herein shall not be merged in the deed.

SECTION 10: It is mutually agreed that the time of payment and performance shall be of the essence of this Contract and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, and administrators of the parties hereto. Buyer may not assign any of its rights hereunder absent the written consent of Seller.

SECTION 11: This Contract becomes binding when signed by all parties or when all parties have signed a duplicate counterpart. All previous agreements between the parties, pertaining to the described property, if any, are hereby cancelled.

(signatures of the parties to appear on the following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER:

BUYER:

CITY OF ROCK FALLS, an
Illinois municipal corporation

By: _____
Mayor

Signature

ATTEST:

Print Name

Clerk

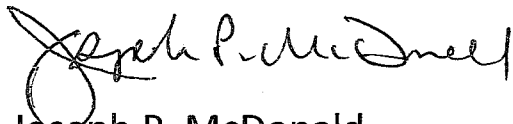
City of Rock Falls

603 West 10th Street

Rock Falls, Illinois 61071

PIN# 11-28-436-020

I would like to place a bid of \$ 501.00 for the above listed parcel with actual location of 614 3rd Avenue in the City of Rock Falls, Illinois'



Joseph P. McDonald

1002 12th Avenue

Rock Falls, Illinois 61071



Local Public Agency	County	Section Number
City of Rock Falls	Whiteside	21-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee > \$20,000 Base Fee = \$1,250.00

PLUS

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	2%	1%		
IIB	3%		3%		
III	4%		4%		
IV	5%		6%		

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:
Local Public Agency Signature Date

Title
Mayor

BY:
Consulting Engineer Signature Date

Title
General Manager, Sterling Office

P.E. Seal Date

Approved:
Regional Engineer, IDOT Date

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin D. Blackert
815-564-1366



City Clerk
815-622-1100
Ext.4

City Treasurer
Kay Abner
815-622-1100

January 20, 2021

Arrezola Lawn Care
1209 W 18th Street
Rock Falls, IL 61071

Arrezola Lawn Care,

At the January 19, 2021 City Council Meeting, the Rock Falls City Council elected to terminate the Lawn Maintenance Contract dated April 17, 2019, between the City of Rock Falls and Arrezola Lawn Care. Per section 2 of the Lawn Maintenance contract, the City has the right to terminate the contract for any reason or for no reason, upon sixty days prior written notice to the Contractor.

This letter will serve as your 60 day notice that on April 20, 2021 the City of Rock Falls will be terminating the Lawn Maintenance Contract dated April 17, 2019 as stated in section 2 of the City of Rock Falls Lawn Maintenance Contract.

A copy of the contract has been included for your reference.

Thank you

City of Rock Falls Building Inspector
Mark Searing

City of Rock Falls City Administrator
Robbin Blackert

"Proud of Our Past – Confident of Our Future"