

# City of Rock Falls

603 W. 10<sup>th</sup> Street  
Rock Falls, IL 61071-2854

*Mayor*  
William B. Wescott  
815-380-5333

*City Administrator*  
Robbin D. Blackert  
815-564-1366



*City Clerk*  
Eric Arduini  
815-622-1104

*City Treasurer*  
Kay Abner  
815-622-1100

## City Council Agenda Rock Falls Council Chambers March 1<sup>st</sup>, 2016 6:30 p.m.

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

### Audience Requests:

### Presentation:

1. Stanley Consultants - Larry Thomas - Update on the main lift station rebuild.

### Community Affairs:

Randy Balk, Executive Director, Rock Falls Community Development Corporation  
Bethany Bland, President / CEO, Rock Falls Chamber of Commerce.

### Consent Agenda:

1. Approve the Minutes of the February 16th, 2016 Regular Council Meeting
2. Approval of bills as presented.

### Ordinance First Reading:

1. Approval of **Ordinance 2016-2250** Amending Chapter 9 Adding Article X to provide for the establishment of a towing rotation list.
2. Approval Of **Ordinance 2016-2252** An Ordinance authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital related projects in and for the City of Rock Falls, Whiteside County, Illinois, and authorizing and providing for the issue of not to exceed \$2,500,000 General Obligation Debt Certificates, Series 2016, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

### Ordinance Second Reading / Adoption

1. Adoption of **Ordinance 2016-2251** amending Chapter 16, Article X, Sec. 16-220 to allow for agricultural crop production in M-1 an M-2 Zoning Districts

**City Administrator Robbin D. Blackert:**

1. Approval of **Resolution 2016-734** approving the agreement "Third Amendment to Cash Sale Real Estate" for the purchase of the Schmitt Property.

**Information/Correspondence:**

Eric Arduini, City Clerk

1. Utility Service Partners - National League of Cities 2015 Participation Certificate

James Reese, City Attorney

Brian Frickenstein, City Engineer

**Department Heads:**

Water Reclamation- Ed Cox

1. Approval of the bid from Hoerr Construction of Illinois, LLC 1601-D W. Luthy Dr. Peoria, IL. for slip lining of sanitary sewer main West 1st Street -Alternate Bid No. 2 in the amount of \$153,175.00.

Electric- Dick Simon

1. Approval of the recommendation from the Electric Committee to approve the bid from Sterling Chevrolet, located at 1824 North Locust Street, Sterling, IL. for the purchase of a 2016 Chevrolet Traverse in the amount of \$32,289.00.
2. Approval of the recommendation from the Electric Committee for the bid from Mississippi Valley Pump, Inc. located at 435 South Devils Glen Road, Bettendorf, IA. 52722 for the Hydro Plant retrofit Dewatering Pumps in the amount of \$49,650.00.
3. Approval of the recommendation from the Electric Committee for the bid from Simmers Crane located at 415 31st Avenue, Rock Island, IL. to build a down river work platform in the amount of \$17,978.00.
4. Approval of the recommendation from the Electric Committee for the bid from Inman Electric Motors located at 318 NO. 30th Road, LaSalle, IL. to recondition Hydro Unit #2 Generator in the amount of \$9,603.00.

Police Chief- Chief Tammy Nelson

1. Safe Passage Program

Fire Chief- Chief Gary Cook

Building Inspector- Mark Searing

1. Approval of the low bid from Kenneth Crane CPM - 311 Booth Street, Tampico, IL for Building Department renovations in the amount of \$37,700.

Water - Ted Padilla

Tourism - Janell Loos

**Ward Reports:**

**Ward 1**

Ald. Reitzel

Ald. Logan

**Ward 2**

Ald. Kuhlemier

Ald. Snow

**Ward 3**

Ald. Schuneman

Ald. Kleckler

**Ward 4**

Ald. Folsom

Ald. Watts

Mayor's Report:

1. State of the City Address
2. City of Rock Falls Sesquicentennial Planning Mtg. - Monday, March 14th @ 6:00 p.m.
3. Mayor Pro Tem Appointment (March 6th-9th)

Executive Session:

1. Section 2(c)(21) Review and approval of Closed Session Minutes.

Any action taken from Executive Session:

Adjournment:

Next City Council Meeting 3-15-2016

Posted 2-26-2016

Eric Arduini / 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

February 16th, 2016

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. February 16th, 2016 in the Council Chambers of Rock Falls by Mayor William B. Wescott.

City Clerk Eric Arduini called the roll following the pledge of allegiance. A quorum was present including Mayor William B. Wescott, Aldermen Reitzel, Logan, Snow, Kuhlemier, Schuneman, Kleckler, Folsom, and Watts. In addition City Attorney Jim Reese, and City Administrator Robbin Blackert were present.

**Consent Agenda:**

Mayor Wescott asked that Resolution 2016-732 be added to the consent agenda from the Fire Chief's report. A motion was made to approve the consent agenda as presented by omnibus designation by Alderman Watts and second by Alderman Snow.

1. Approve the Minutes of the February 2<sup>nd</sup>, 2016 Regular Council Meeting
2. Approval of bills as presented.
3. Approval of the service agreement with Pitney Bowes for the DM225 mailing machine for 60 months at \$90.26 per month.
4. Approval of Resolution 2016-732 Whiteside Multi-Jurisdictional All Hazards Mitigation Plan.

Mayor Wescott explained that Chief Cook and he had been working with municipalities throughout the county on the all hazards mitigation plan. FEMA is becoming proactive in administering grants for the mitigation of potential hazards to deal with problems ahead of time. Each city has filed a list of safety items, and will be applying for grants to take care of the identified issues.

**Vote 8 aye, motion carried**

**City Administrator Robbin D. Blackert:**

City Administrator Robbin Blackert explained that the original closing date for the Schmitt property, February 20<sup>th</sup> needs to be pushed back to March 31<sup>st</sup>, 2016. It had taken the city longer to complete the environmental studies on the property, and secure financing. The owner also needed more time to purchase suitable farmland. A motion was made by Alderman Kuhlemier, and second by Alderman Snow to approve Resolution 2016-733 - Second amendment to cash sale real estate contract between Wayne R. Schmitt as trustee of the Wayne R. Schmitt Trust dated March 18, 1998 and Elizabeth A. Schmitt as trustee of the Elizabeth A. Schmitt Trust dated March 18, 1998, Sellers, and the City Of Rock Falls, Illinois.

**Vote 8 aye, motion carried**

**Department Heads:**

Electric Superintendent Dick Simon asked the council for approval of a make ready agreement with Casey's Retail Company for services to be provided to the site located at 1604 First Avenue in the amount of \$36,980.90. A motion to approve the agreement was made by Alderman Snow, and second by Alderman Watts.

**Vote 8 aye, motion carried**

**Ward Reports:****Ward 2**

Alderman Brian Snow informed the Council that Percussion-Palooza will be held on February 28<sup>th</sup>, 2016 at the Rock Falls High School.

**Ward 3**

Alderman Schuneman expressed his dissatisfaction with the leadership in Springfield, and the lack of a budget. Mr. Schuneman finds it sad that the suspension of funding to Lutheran Social Services will be shutting down 30 programs, laying off 43% of their workforce, and cutting needed services to 4700 people.

Alderman Kleckler thanked all of the contractors involved with the demolition and removal of the house on 2<sup>nd</sup> Avenue that was recently involved in a fire. Mr. Kleckler also reminded residents to move their cars during snow emergencies.

**Ward 4**

Alderman Watts shared the feeling of Alderman Schuneman concerning the state budget. Mr. Watts has seen the good done by LSSI, and this is just one example of what is happening all over the state.

**Mayor's Report:**

Mayor Wescott reminded the Council that there will be a breakfast meeting at the Chamber of Commerce at 9:00am on February 17<sup>th</sup>, and the 60th annual Chamber of Commerce dinner will be held on February 25<sup>th</sup>, 2016. A Committee of the Whole meeting will be held on February 22<sup>nd</sup>, 2016 to discuss forming a governance board for utilities, and the State of the City address will be given at the March 1<sup>st</sup> meeting.

The Mayor spoke about the outpouring of support, and giving from the community in respect to fire that took the lives of 5 Rock Falls family members. The work to remove the house, and help eliminate the bad memories was done at no cost to the family, and it is greatly appreciated by the Hopkins and Adams families. Mayor Wescott reported that the volunteers began the cleanup at about 6:30, and finished by 4:30pm.

Mayor Wescott gave his sympathies to the family of Jerry and Pat Stanley in the passing of Jerry Stanley.

Mayor Wescott explained to the Council that the City had been working with the IEPA and Terracon for over two years to apply for an assessment grant for the Limestone building along the riverfront. The project was put out for bid, and the low bid came in at around \$160,000 for the demolition of the building. The City had received an email concerning the approval by the state of Illinois, and that \$500,000 was earmarked for the project. A day later a meeting took place in Rock Falls with the USEPA, IEPA, and the City. During this meeting Steve Colentino from the IEPA had to inform the City that the funding was not available due to there being no authority to administer funds or accept grant applications without the appropriation because of the budget impasse.

Administrator Blackert stated that the City's final payment of \$72,900 for the Reliant IEPA revolving loan is coming due, and the City could possibly write a letter to the IEPA asking to hold back that last \$72,900 payment to go towards the Limestone Building assessment and demolition.

Alderman Kuhlemier encouraged Administrator Blackert to write such a letter, and made a motion to approve the letter be sent to the IEPA. A second was made by Alderman Watts.

**Viva Voce Vote, motion carried**

Mayor Wescott added that the City has been responsible, and it has done the right thing. The City went through this with the OSLAD grant along the riverfront even though it had been approved. The State has no answer to where that approved grant money was spent, or if it is still being held. Previous administrations, and councils have done a great job building a relationship with the IEPA, and Steve Colentino has been a great help to clean up the brownfield sites in Rock Falls. The federal government had distributed \$3 million to the state, and some of that was to go towards administration costs. If the state is not administering any of the money to the cities that need it, where is the money going? If the money goes back to the federal government it will be lost. Rock Falls is not the only town this is happening to. South Beloit recently purchased blighted land and now cannot afford to clean it up. Rock Falls is one of the few communities that has paid back the state for the revolving loan funds. The City has done a lot of letter writing, and the leaders are just not doing much in Springfield. One or Two people are holding this up. Citizens need to contact their legislators, and go to the poles at the election and let them know that the state needs to begin to get things done.

A motion was made by Alderman Folsom, and second by Alderman Snow to enter executive session for Section 2(c)(2) Collective Bargaining FOP, and Section 2(c)(5) Purchase or lease of real estate.

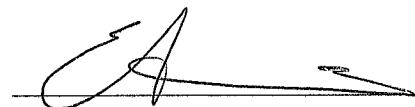
**Vote 8 aye, motion carried**

City Council entered into executive session at 7:15pm

City Council exited executive session at 7:55pm

With nothing else for the good of the Council a motion was made by Alderman Folsom, and second by Alderman Reitzel to adjourn the meeting at 7:55pm.

**Viva Voce Vote, motion carried**



Eric Arduini, City Clerk

DATE: 02/25/2016  
 TIME: 14:31:25  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/01/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1493	WILLIAM & MARY COMPUTER CENTER	54,725.65	114.00
	TOURISM		114.00
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	146,989.72	3,630.00
200	COM ED	1,551.36	37.86
4000	ROCK FALLS COMMUNITY	124,334.28	8,333.34
4310	PITNEY BOWES	3,445.80	500.00
4392	WILLIAM B WESCOTT	1,948.22	40.00
4744	RISE BROADBAND	8,187.54	19.51
4834	GARY R CAMPBELL	828.25	101.90
753	ROCK FALLS CHAMBER OF COMMERCE	5,520.13	1,050.00
	ADMINISTRATION		13,712.61
02	CITY ADMINISTRATOR		
4744	RISE BROADBAND	8,187.54	23.41
4972	ROBBIN BLACKERT	453.70	40.00
	CITY ADMINISTRATOR		63.41
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	146,989.72	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
2797	MARK SEARING	400.00	40.00
4744	RISE BROADBAND	8,187.54	46.82
	BUILDING		86.82
05	CITY CLERK'S OFFICE		

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 03/01/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
05	CITY CLERK'S OFFICE		
4744	RISE BROADBAND	8,187.54	66.32
	CITY CLERK'S OFFICE		66.32
06	POLICE		
1448	COMMUNICATION REVOLVING FUND	7,953.84	279.12
1472	WARD, MURRAY, PACE & JOHNSON	146,989.72	220.00
295	PAM ERBY	1,107.53	50.00
2985	WALMART COMMUNITY/GEMB	6,282.73	42.08
3010	CUSTOM MONOGRAM	2,838.40	11.50
350	GISI BROS. INC.	7,227.43	92.59
4744	RISE BROADBAND	8,187.54	97.53
4979	ALLIANCES COUNSELING SERVICES		550.00
795	SBM BUSINESS EQUIPMENT CENTER	7,176.53	106.54
T0003242	INCE'S TOWING INC		132.00
	POLICE		1,581.36
10	STREET		
110	BONNELL INDUSTRIES, INC.	7,941.90	147.00
2771	PAETEC	2,770.37	76.93
4207	O'REILLY AUTOMOTIVE INC	6,468.03	62.89
4744	RISE BROADBAND	8,187.54	23.41
4796	VERIZON WIRELESS	13,566.21	59.91
55	ARAMARK UNIFORM SERVICES, INC.	19,921.26	252.01
852	S.J. SMITH WELDING SUPPLY	343.50	14.08
	STREET		636.23
12	PUBLIC PROPERTY		
4011	SAUK VALLEY BANK & TRUST CO.	142,323.75	3,700.00
423	AT&T	15,684.10	210.79
	PUBLIC PROPERTY		3,910.79
13	FIRE		



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INVOICES DUE ON/BEFORE 03/01/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	146,989.72	220.00
1493	WILLIAM & MARY COMPUTER CENTER	54,725.65	462.00
194	GRUMMERT'S HARDWARE - R.F.	6,735.28	22.01
2451	MENARDS	4,701.24	14.98
2621	TOM CUSHMAN	543.00	135.00
295	PAM ERBY	1,107.53	50.00
2985	WALMART COMMUNITY/GEMB	6,282.73	90.11
4207	O'REILLY AUTOMOTIVE INC	6,468.03	8.99
4396	GARY COOK	569.31	40.00
4544	UPS	109.30	63.10
4744	RISE BROADBAND	8,187.54	23.41
603	BILL MILBY	665.53	40.00
T0003134	BREEDLOVE SPORTING GOODS		626.40
	FIRE		1,796.00
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	146,989.72	110.00
	INDUSTRIAL DEVELOPMENT		110.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1095	TURNROTH SIGN CO, INC.	165.85	18.00
1472	WARD, MURRAY, PACE & JOHNSON	146,989.72	770.00
1853	MOORE TIRES INC.	4,154.42	36.00
194	GRUMMERT'S HARDWARE - R.F.	6,735.28	3.59
2451	MENARDS	4,701.24	174.99
260	DRAKE SCRUGGS EQUIPMENT	17,544.23	1,325.89
2611	FISCH MOTORS INC	416.50	84.75
2631	HOUSE'S TRUCK & AUTO REPAIR	24,252.04	7,618.39
2771	PAETEC	2,770.37	164.57
4207	O'REILLY AUTOMOTIVE INC	6,468.03	220.34
4215	POWER LINE SUPPLY	12,186.88	60.00
4730	FLETCHER-REINHARDT CO	72,546.89	3,524.88
4744	RISE BROADBAND	8,187.54	519.63
4796	VERIZON WIRELESS	13,566.21	430.42
4866	LOESCHER	7,457.11	80.00
5008	POWER SYSTEM ENGINEERING INC	62,555.55	4,602.50

INVOICES DUE ON/BEFORE 03/01/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5110	KUNES COUNTRY AUTO GROUP	3,578.02	348.87
5127	JM TEST SYSTEMS	9,243.08	177.48
55	ARAMARK UNIFORM SERVICES, INC.	19,921.26	232.25
771	PINNEY PRINTING CO	4,838.21	89.25
906	T & R SERVICE	6,997.00	4,639.04
964	UUSCO	99.20	217.50
T0003439	J & J AUTO GLASS		250.00
	OPERATION & MAINTENANCE		25,588.34
SEWER FUND			
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	146,989.72	220.00
194	GRUMMERT'S HARDWARE - R.F.	6,735.28	34.46
200	COM ED	1,551.36	181.61
2517	PRAIRIE HILL RDF	9,627.76	1,086.36
2985	WALMART COMMUNITY/GEMB	6,282.73	300.07
4446	MORING DISPOSAL, INC.	332,334.97	900.00
4744	RISE BROADBAND	8,187.54	23.41
	OPERATION & MAINTENANCE		2,745.91
WATER FUND			
40	WATER		
2985	WALMART COMMUNITY/GEMB	6,282.73	276.64
	WATER		276.64
48	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	146,989.72	220.00
169	CITY OF DIXON	3,258.00	67.00
1740	VIKING CHEMICAL CO	9,690.61	837.50
2713	COLUMBIA PIPE & SUPPLY CO.	1,051.67	770.82
2771	PAETEC	2,770.37	75.25
2985	WALMART COMMUNITY/GEMB	6,282.73	119.39
4141	JEFF BEHRENS EXCAVATING	63,103.30	600.00
4744	RISE BROADBAND	8,187.54	27.30
55	ARAMARK UNIFORM SERVICES, INC.	19,921.26	210.07

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
67	B & D SUPPLY CO.	4,459.75	382.90
T0003398	BADGER DAYLIGHTING CORP	3,030.00	1,760.00
	OPERATION & MAINTENANCE		5,070.23
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	146,989.72	55.00
4722	MARNA TOWNE	2,500.00	200.00
	GARBAGE		255.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4744	RISE BROADBAND	8,187.54	39.01
5063	SEDONA STAFFING	42,352.16	2,443.70
	CUSTOMER SERVICE CENTER		2,482.71
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003438	SUNTRUST BANK		59.72
T0003440	████████████████████		13.19
	CUSTOMER UTILITY DEPOSITS		72.91
	TOTAL ALL DEPARTMENTS		58,624.28

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 02/19/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	58,373.79	825.00
	TOURISM		825.00
GENERAL FUND			
01	ADMINISTRATION		
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	114.00
4434	ILLINOIS INSTITUTE FOR		320.00
	ADMINISTRATION		434.00
02	CITY ADMINISTRATOR		
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	84.00
	CITY ADMINISTRATOR		84.00
04	BUILDING		
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	282.00
5015	CARD SERVICE CENTER	58,373.79	-107.48
	BUILDING		174.52
05	CITY CLERK'S OFFICE		
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	282.00
4664	STAPLES BUSINESS ADVANTAGE	3,100.02	29.57
5015	CARD SERVICE CENTER	58,373.79	188.66
	CITY CLERK'S OFFICE		500.23
06	POLICE		
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	2,103.00
2380	AUTOZONE	52.41	6.13
364	GRUMMERTS HARDWARE - STERLING	1,512.42	206.49
4664	STAPLES BUSINESS ADVANTAGE	3,100.02	15.00

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-----			
GENERAL FUND			
06	POLICE		
4796	VERIZON WIRELESS	13,040.34	317.63
5015	CARD SERVICE CENTER	58,373.79	909.65
55	ARAMARK UNIFORM SERVICES, INC.	19,418.97	51.00
825	ILLINOIS SECRETARY OF STATE	421.00	101.00
	POLICE		3,709.90
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	5,850.00	650.00
4931	MUNICIPAL SYSTEMS INC	8,560.09	791.27
	CODE HEARING DEPARTMENT		1,441.27
10	STREET		
1052	SAUK VALLEY MEDIA	8,035.26	100.10
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	132.00
3107	CULVER'S	283.30	80.08
4207	O'REILLY AUTOMOTIVE INC	6,237.13	25.96
4773	QUALITY CHEMICAL CO MIDWEST	6,044.48	835.44
852	S.J. SMITH WELDING SUPPLY	256.55	86.95
	STREET		1,260.53
13	FIRE		
325	FOSTER COACH SALES	1,275.07	357.67
4664	STAPLES BUSINESS ADVANTAGE	3,100.02	14.99
4925	WIRFS INDUSTRIES, INC	12,690.43	191.00
5015	CARD SERVICE CENTER	58,373.79	33.33
724	RANDY'S TRUCK REPAIR, INC.	5,690.32	525.44
	FIRE		1,122.43
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	8,035.26	91.00
	BUILDING CODE DEMOLITION FUND		91.00

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-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	1,165.00
1527	RESCO	38,121.22	51,000.00
1702	INTERSTATE ALL BATTERY CENTER	1,168.90	199.90
1853	MOORE TIRES INC.	4,055.42	99.00
260	DRAKE SCRUGGS EQUIPMENT	16,510.73	1,033.50
2735	SLIM-N-HANKS	4,145.80	1,293.00
4207	O'REILLY AUTOMOTIVE INC	6,237.13	204.94
423	AT&T	15,130.91	118.69
5015	CARD SERVICE CENTER	58,373.79	3,022.54
5127	JM TEST SYSTEMS	9,080.99	162.09
55	ARAMARK UNIFORM SERVICES, INC.	19,418.97	232.25
	OPERATION & MAINTENANCE		58,530.91
BROADBAND FUND			
21	BROADBAND FUND		
5018	USIC LOCATING SERVICES LLC	5,226.10	292.64
	BROADBAND FUND		292.64
SEWER FUND			
38	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	384.00
4119	USA BLUE BOOK	5,226.88	91.05
423	AT&T	15,130.91	434.50
4796	VERIZON WIRELESS	13,040.34	208.24
5015	CARD SERVICE CENTER	58,373.79	40.00
631	MURRAY & SONS EXCAVATING, INC	91,204.50	1,655.00
651	NICOR	25,585.52	1,945.11
	OPERATION & MAINTENANCE		4,757.90
WATER FUND			
48	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	402.00
169	CITY OF DIXON	3,191.00	67.00
4361	FERGUSON WATERWORKS #2516	118,182.73	178.86
5015	CARD SERVICE CENTER	58,373.79	1,392.67

DATE: 02/18/2016  
TIME: 12:06:41  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 02/19/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
5141	CINTAS CORPORATION	260.80	60.34
55	ARAMARK UNIFORM SERVICES, INC.	19,418.97	219.04
651	NICOR	25,585.52	4,208.48
	OPERATION & MAINTENANCE		6,528.39
GARBAGE FUND			
50	GARBAGE		
5015	CARD SERVICE CENTER	58,373.79	-15.99
	GARBAGE		-15.99
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1493	WILLIAM & MARY COMPUTER CENTER	49,441.65	336.00
	CUSTOMER SERVICE CENTER		336.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003437	JORDAN BOWMAN		150.00
	CUSTOMER UTILITY DEPOSITS		150.00
	TOTAL ALL DEPARTMENTS		80,222.73

ORDINANCE NO. 2016 - 2250

ORDINANCE AMENDING CHAPTER 9, BY THE  
ADDITION OF A NEW ARTICLE X TO PROVIDE  
FOR THE ESTABLISHMENT OF A TOWING ROTATION LIST

WHEREAS, 625 ILCS 5/4-203.5 of the Illinois Vehicle Code became effective on January 1, 2016, provides for the establishment of a tow rotation list by the City, and establishes certain qualifications for towing services and their employees; and

WHEREAS, implementation of the requirements of 625 ILCS 5/4-203.5 will necessitate additional administrative duties on the part of the City of Rock Falls Police Department, in order to be assured that applicants and towing service providers placed on the City of Rock Falls tow rotation list meet the qualifications to so operate under law; and

WHEREAS, the Mayor and the City Council of the City of Rock Falls deem it in the best interests of the City and its citizens to enact this ordinance to implement the requirements of 625 ILCS 5/4-203.5.

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

SECTION 1: That Chapter 9 of the Code of the City of Rock Falls is amended by the addition of the following Article X, to read as follows:

ARTICLE X. TOW ROTATION LIST

Sec. 10.1. The Chief of Police is and shall be authorized to maintain a tow rotation list for towing services to be used by the Police Department and other City departments, when necessary to tow any vehicle within the City of Rock Falls or within the jurisdictional area covered by the City of Rock Falls Police Department or any other City department.



**Sec. 10.2. Qualifications for Tow Rotation List.**

(a) Any towing service provider operating within the City of Rock Falls may submit an application for inclusion on the City of Rock Falls tow rotation list on an application form prescribed by the Chief of Police, for review and consideration by the Chief of Police. The application shall be accompanied by a \$75.00 non-refundable application fee, to defray the City's costs in processing the application and conducting all necessary investigations and verifications to determine the suitability of the applicant for inclusion on the tow rotation list. Applicants shall be required to comply with the following requirements:

(1) All towing service providers listed on the tow rotation list shall be required to maintain the following insurance:

(a) Comprehensive automobile liability insurance with a minimum combined single limit coverage of \$1 million;

(b) Commercial general liability insurance with limits of not less than \$1 million per occurrence, \$100,000 minimum garage keeper's legal liability insurance, and \$100,000 minimum on-hook coverage or cargo insurance; and

(c) A workers compensation policy covering every person operating a tow truck on behalf of the towing service provider, if required under current law.

(2) The towing service provider may utilize only vehicles that possess a valid vehicle registration, display valid Illinois license plates, and that comply with the weight requirements of the Illinois Vehicle Code;

(3) All persons operating a towing or recovery vehicle on behalf of the towing service provider must have completed a Traffic Incident Management Training Program approved by the Illinois Department of Transportation;

(4) Every towing service provider must hold a valid authority issued to it by the Illinois Commerce Commission;

(5) Every person operating a vehicle on behalf of the towing service provider must be licensed for the type of towing operation he or she shall be performing and the vehicle he or she shall be operating;

(6) Every owner of a towing service provider and each person operating a vehicle on behalf of the towing service shall submit his or her fingerprints to the Department of State Police in the form and manner prescribed by the Department of State Police for purposes of conducting a criminal history record check;

(7) The following persons are disqualified from owning a towing service provider or operating a vehicle on behalf of a towing service provider included on the City's tow rotation list, if such owner or operator has been convicted, during the five (5) years preceding the application, of a criminal offense involving one or more of the following:

(a) Bodily injury or attempted to inflict bodily injury to another person;

(b) Theft of property or attempted theft of property; or

(c) Sexual assault or attempted sexual assault of any kind.

(8) The towing service provider shall possess a secure parking lot used for short-term vehicle storage after a vehicle is towed that is open during business hours and is equipped with security features as required by the Police Department;

(9) The towing service provider shall otherwise comply with all other applicable federal, state, and local laws.

**Sec. 10.3. Review of Tow Rotation.** The Chief of Police shall review the tow rotation list on an annual basis. The Chief of Police may suspend or remove any company from the tow rotation list in his or her sole discretion based upon the performance of the company, compliance with the qualifications set forth in Section 10.2, or other factors he or she deems appropriate. Complaints regarding the process for inclusion on or exclusion from the City's tow rotation list shall be submitted in writing to the Chief of Police. The Chief of Police shall make the final determination as to which towing service providers shall be included or excluded, and shall not be held liable for the exclusion of any towing service provider from the tow rotation list.

**Sec.10.5. Update of Documentation.** Towing service providers listed on the tow rotation list shall periodically, upon request by the Chief of Police, provide updated documentation to demonstrate compliance with the qualifications required under Section 10.2.

**Sec.10.6. Fees for City-owned vehicle Towing Services.** For tows of City vehicles, the charge to the City shall not exceed \$50.00 per such tow.

**Sec.10.7. Fees for Unclaimed Vehicles.** With respect to unclaimed vehicles which are sold, and the towing service provider is unpaid for such tow, payment to the towing service provider shall be governed by 625 ILCS 5/4-204(c).

**SECTION 2:** In all other respects, Chapter 9 shall remain in full force and effect.

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

**SECTION 4:** All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

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

Passed by the Mayor and the City Council of the City of Rock Falls on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Aldermen voting Aye

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Aldermen voting Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(RFPD LETTERHEAD)

TOWING APPLICATION QUESTIONNAIRE

DATE \_\_\_\_\_

The City of Rock Falls, will award rotating towing service to towing service providers on the following basis.

1. Available on a twenty four (24) hour, 365 days per year basis, including weekends and holidays. \_\_\_\_\_ Yes \_\_\_\_\_ No

2. Maximum response time to any location in the City: \_\_\_\_\_ minutes. \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Storage facilities:

Outside City:  
(Address) \_\_\_\_\_  
\_\_\_\_\_

Inside City:  
(Address) \_\_\_\_\_  
\_\_\_\_\_

4. Equipment/Vehicles:

<u>Make</u>	<u>Year</u>	<u>Serial#</u>	<u>Registration</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Insurance Coverage:

	<u>Amount of Coverage</u>	<u>Insurance Company</u>	<u>Policy#</u>	<u>Expiration Date</u>
(a) Comprehensive Automobile Liability Coverage				
(b) Commercial General Liability Coverage				
(c) Workers Compensation Coverage				
(d) Garage Keeper's Liability Insurance				
(e) On-Hook Coverage or Cargo Insurance				
(f) Other				

6. Illinois Commerce Commission Number \_\_\_\_\_

7. TOWING DRIVERS INFORMATION

1. \_\_\_\_\_  
Name Address

\_\_\_\_\_  
D.O.B. D.L.# D.L. Classification

Driving Record Convictions \_\_\_\_\_  
Felony Convictions within the  
past five (5) years \_\_\_\_\_

2. \_\_\_\_\_  
Name Address

\_\_\_\_\_  
D.O.B. D.L.# D.L. Classification

Driving Record Convictions \_\_\_\_\_

Felony Convictions within the  
past five (5) years \_\_\_\_\_

3. \_\_\_\_\_  
Name Address

\_\_\_\_\_  
D.O.B. D.L.# D.L. Classification

Driving Record Convictions \_\_\_\_\_  
Felony Convictions within the  
past five (5) years \_\_\_\_\_

4. \_\_\_\_\_  
Name Address

\_\_\_\_\_  
D.O.B. D.L.# D.L. Classification

Driving Record Convictions \_\_\_\_\_  
Felony Convictions within the  
past five (5) years \_\_\_\_\_

8. Company Information:

1. Name and Address of Company:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

2. Telephone number or numbers for service:

\_\_\_\_\_

3. Owner or Owners of Applicant:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
D.O.B. D.L.# D.L. Classification

Driving Record Convictions \_\_\_\_\_  
Felony Convictions within the  
past five (5) years \_\_\_\_\_

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
D.O.B. D.L.# D.L. Classification

Driving Record Convictions \_\_\_\_\_  
Felony Convictions within the  
past five (5) years \_\_\_\_\_

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
D.O.B. D.L.# D.L. Classification

Driving Record Convictions \_\_\_\_\_  
Felony Convictions within the  
past five (5) years \_\_\_\_\_

I hereby affirm that the information set forth above is true and correct to the best of my knowledge.

Date \_\_\_\_\_

\_\_\_\_\_  
Applicant or its Authorized Agent



**CITY OF ROCK FALLS  
AGREEMENT FOR VEHICLE TOWING SERVICES**

The undersigned, having read and examined the attached City of Rock Falls Ordinance No. \_\_\_\_\_, which is incorporated herein and made a part hereof, having furnished all required information and submitted a \$75.00 non-refundable fee in conjunction with the application, and being selected for the tow rotation list by the City of Rock Falls Chief of Police, agrees to abide by the described ordinance and all other applicable regulations, ordinances and codes established by the City and by the State of Illinois.

The towing service provider is responsible for all towed or stored vehicles while in the possession or custody of the towing operator or its agent. The towing service operator shall indemnify, defend and hold harmless the City of Rock Falls, and its officers, agents, servants and employees from and against any and all claims, causes of actions and damages asserted in connection with such towed or stored vehicles or personal property, or in connection with any of its services or actions performed pursuant to this Agreement.

The term of this Agreement will be one year from the date of execution by both parties. The Agreement may be renewed for an additional term(s) upon written agreement of the parties. The City of Rock Falls may terminate this Agreement by submitting thirty (30) days notice to the towing operator, or at any time upon immediate notice for breach of any material term of this Agreement, including, but not limited to, any of the criteria established by the described ordinance or any requirement otherwise established under applicable law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent of Towing Operator

\_\_\_\_\_  
Name & Business Address of Towing Operator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Rock Falls Chief of Police

Ordinance No. 2016-2252

\* \* \* \* \*

An Ordinance authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital related projects in and for the City of Rock Falls, Whiteside County, Illinois, and authorizing and providing for the issue of not to exceed \$2,500,000 General Obligation Debt Certificates, Series 2016, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

\* \* \*

WHEREAS, the City of Rock Falls, Whiteside County, Illinois (the "*City*"), is a non-home rule municipality of the State of Illinois operating under and pursuant to the Illinois Municipal Code, as amended (the "*Municipal Code*"), the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*") and together with the Municipal Code (the "*Installment Purchase Provisions*"), in each case, as supplemented and amended (collectively, "*Applicable Law*"), and

WHEREAS, the Mayor and the City Council of the City (the "*Corporate Authorities*") have determined that it is advisable, necessary and in the best interests of the City to: (i) finance the costs of acquiring, constructing and installing certain capital projects within the City, including, but not limited to, the acquisition of certain parcels of property in the City (the "*Project*"), and (ii) pay the costs of issuance of the Certificates (as defined below), all for the benefit of the inhabitants of the City; and

WHEREAS, the estimated cost of the Project to be financed by the City, including engineering, legal, financial, bond discount, printing and publication costs, capitalized interest, and other expenses (collectively, the "*Project Costs*"), is not more than \$2,500,000; and

WHEREAS, sufficient funds of the City are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$2,500,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Applicable Law, the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the City will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of the City to avail itself of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the City Treasurer (the "*City Treasurer*"), as nominee-seller; authorize the Mayor and City Clerk to execute and attest, respectively, the Agreement on behalf of the City and to file same with said Clerk in his or her capacity as keeper of the records and files of the City; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$2,500,000:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF ROCK FALLS, WHITESIDE COUNTY, ILLINOIS, AS FOLLOWS:

*Section 1. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

*Section 2. Authorization and Bond Counsel.* It is necessary and advisable for the residents of the City to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement. The City retains Ice Miller LLP as Bond Counsel.

*Section 3. Agreement is a General Obligation; Annual Appropriation; Contract to Issue Certificates.* The City hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the City payable from any funds of the City lawfully available and annually appropriated for such purpose. The City represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations. The City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement. The funds from the sale of said Certificates be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

*Section 4. Execution and Filing of the Agreement.* From and after the effective date of this Ordinance, the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or

necessary to carry out the provisions thereof. Further, as nominee-seller, the City Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the City Clerk and retained in the City records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

*Section 5. Form of the Agreement.* The Agreement shall be in substantially the form as follows:

Installment Purchase Agreement for purchase of real or personal property, or both, in and for the City of Rock Falls, Whiteside County, Illinois.

\* \* \*

THIS INSTALLMENT PURCHASE AGREEMENT (this "*Agreement*") dated as of March 1, 2016, by and between the City Treasurer (as hereinafter defined), as Nominee-Seller (the "*Seller*"), and the City of Rock Falls, Whiteside County, Illinois, a City of the State of Illinois (the "*City*");

**WITNESSETH**

A. The Mayor and the City Council of the City (the "*Corporate Authorities*") have determined to (i) finance the costs of acquiring, constructing, and installing certain capital projects within the City, including, but not limited to, completing the acquisition of certain parcels of property in the City (the "*Project*"), and (ii) pay the costs of issuance of the Certificates (as defined below), all for the benefit of the inhabitants of the City.

B. Pursuant to the provisions of the Illinois Municipal Code (the "*Municipal Code*"), the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*") and together with the Municipal Code (the "*Installment Purchase Provisions*"), in each case, as supplemented and amended (collectively, "*Applicable Law*"), the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase

may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the City will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 15<sup>th</sup> day of March, 2016, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the "*Ordinance*") authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

- (1) incorporated herein by reference; and
- (2) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the City as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the City.

## 2. CONVEYANCE

The City conveys to the Seller any portion of the Project heretofore acquired by the City and to be paid from proceeds of the Certificates (as defined in the Ordinance). The Seller agrees to convey each part of the Project to the City and to perform all necessary work and convey all necessary equipment; and the City agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed \$2,500,000, plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$2,500,000, plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates.

## 3. PAYMENTS

The payment of the entire purchase price in an amount not to exceed \$2,500,000 shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Ordinance.

## 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates,

evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

#### 5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

#### 6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the City.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the City shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

#### 7. LAWFUL CORPORATE OBLIGATION

The City hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the City payable from the general funds of the City and such other sources of payment as are otherwise lawfully available.



The City represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations. The City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of this and to apply the proceeds thereof to the payment of principal and interest on the Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the City, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

The Seller and the City recognize that there is no statutory authority for the levy of a separate tax in addition to other taxes of the City or the levy of a special tax unlimited as to rate or amount to pay any of the amounts due hereunder.

10. DEFAULT

In the event of a default in payment hereunder by the City, the Seller or any Certificate holder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the City Clerk, and the City has caused this Installment Purchase Agreement to be executed by the Mayor, and also attested by the City Clerk and the seal of the City to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: \_\_\_\_\_  
as Nominee-Seller and the City Treasurer

Attest:

By: \_\_\_\_\_  
Its: City Clerk

**CITY OF ROCK FALLS, WHITESIDE COUNTY,  
ILLINOIS**

By: \_\_\_\_\_  
Its: Mayor

[SEAL]

Attest:

By: \_\_\_\_\_  
Its: City Clerk

STATE OF ILLINOIS        )  
  ) SS  
WHITESIDE COUNTY        )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk (the "*City Clerk*") of the City of Rock Falls, Whiteside County, Illinois (the "*City*"), and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, there was filed in my office a properly certified copy of that certain document, executed by the Mayor, attested by me in my capacity as City Clerk, and further executed, as Nominee-Seller, by the City Treasurer, also attested by me, dated as of March 1, 2016, and entitled "Installment Purchase Agreement for purchase of real or personal property, or both, in and for the City of Rock Falls, Whiteside County, Illinois"; and supporting the issuance of certain General Obligation Debt Certificates, Series 2016, of the City; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature, this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Its: City Clerk

*Section 6. Certificate Details.* For the purpose of providing for the Project, there shall be issued and sold certificates of the City in the principal amount of not to exceed \$2,500,000, which shall be designated "General Obligation Debt Certificates, Series 2016" (the "*Certificates*"). The Certificates shall be dated the date set forth in the hereinafter defined Notification of Sale, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100 each and authorized integral multiples thereof (but no single Certificate shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Certificates shall become due and payable serially (not later than March 15, 2026) as set forth in the Notification of Sale of the Certificates (the "*Notification of Sale*").

The Certificates shall bear interest at rates not to exceed 5.00% per annum, from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable as set forth in the Notification of Sale. Interest on each Certificate shall be paid by check or draft of the City to Sauk Valley Bank & Trust Company, Sterling, Illinois, as certificate registrar and paying agent (the "*Certificate Registrar*"), as specified in the Notification of Sale, payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal corporate trust office of the Certificate Registrar.

The Certificates shall be signed by the Mayor and City Clerk, and shall be countersigned by the City Treasurer, and the seal of the City shall be affixed thereto or printed thereon, and in

case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the City and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance.

*Section 7. Registration of Certificates; Persons Treated as Owners. (a) General.* The City shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal corporate trust office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the City for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal corporate trust office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be

exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the City of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, *provided, however*, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the City or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* The Certificates may be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates determined as described in Section 6 hereof. Upon initial issuance, the ownership of each such Certificate may be registered in the Certificate Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Certificates may be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor and City Clerk, the City Treasurer and the Certificate Registrar are each authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the City and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to

any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The City and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the City to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the registered owners of Certificates at the close of business on the 15th day of the month next preceding any applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Certificate Registrar and DTC evidenced by the Representation Letter shall be



terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of Section 7(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

*Section 8. (a) Redemption.* The Certificates shall be subject to optional redemption on any date as set forth in the Certificate Order.

(b) *Redemption Procedure.* Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on

the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the City shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditioned upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Certificates will not be redeemed.

Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

*Section 9. Form of Certificate.* The Certificates shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF WHITESIDE  
CITY OF ROCK FALLS  
GENERAL OBLIGATION DEBT CERTIFICATE SERIES 2016**

Interest Rate  
\_\_\_\_\_ %

Maturity Date  
March 15, 2022

Dated Date  
\_\_\_\_\_, 2016

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Rock Falls, Whiteside County, Illinois (the "*City*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the principal amount of not to exceed \$2,500,000 from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate on each March 1 and September 1 on the basis set forth below commencing September 1, 2016, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of Sauk Valley Bank & Trust Company, Sterling, Illinois, as certificate registrar and paying agent (the "*Certificate Registrar*"). The interest rate on the Certificate for the period March \_\_, 2016 to March \_\_, 2019 (the "*Initial Interest Period*") shall be 2.28% per annum (the "*Initial Interest Rate*"). For the period March \_\_, 2019 through March \_\_, 2022, the rate shall be fixed at the 3 year Treasury Constant Maturity, plus 1.50%. "*3 Year Treasury Constant Rate*" means the annualized yield on securities issued by the United States Treasury having a three year maturity, as quoted in Federal Reserve Statistical Release H.

[15(519)] under the heading "U.S. Government Securities - Treasury Constant Maturities" for the Treasury Rate Determination Date, converted to a monthly equivalent yield. If yields for such securities of such maturity are not shown in such publication, then the Treasury Rate shall be determined by the Purchaser by linear interpolation between the yields of securities of the next longer and next shorter maturities. If said Federal Reserve Statistical Release or any other information necessary for determination of the Treasury Constant Rate in accordance with the foregoing is no longer published or is otherwise unavailable, then the Treasury Constant Rate shall be reasonably determined by Purchaser based on comparable data.

Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Certificate Registrar at the close of business on the 1st day of the month next preceding each interest payment date and shall be paid by check, draft or electronic fund transfer ("*EFT*") of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[4] This Certificate is one of a series of certificates issued by the City to (i) finance the costs of acquiring, constructing and installing certain capital projects within the City, including, but not limited to, the acquisition of certain parcels of property in the City, and (ii) pay

the costs of issuance of the Certificates, all for the benefit of the inhabitants of the City, in full compliance with the provisions of the Illinois Municipal Code (the "*Municipal Code*"), and the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and all laws amendatory thereof and supplementary thereto, and is authorized by the Mayor and City Council of the City by an ordinance duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the City in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of March 1, 2016, entered into by and between the City and the City Treasurer thereof, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[5] This Certificate is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Certificate Registrar in Sauk Valley Bank & Trust Company, Sterling, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[6] The Certificates are issued in fully registered form in the denomination of \$100 each or authorized integral multiples thereof. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Certificate Registrar shall not be required to transfer or exchange

any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of any Certificates.

[7] The City and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Certificate Registrar shall be affected by any notice to the contrary.

[8] The Certificates shall be subject to optional redemption on or after September \_\_, 2016.

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] The City has designated this Certificate as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

[11] In Witness Whereof, said City of Rock Falls, Whiteside County, Illinois, by its Mayor and City Council, has caused this Certificate to be signed by the Mayor and Clerk of said Mayor and the City Council, and to be countersigned by the City Treasurer thereof, and has

caused the seal of the City to be affixed hereto or printed hereon, all as of the Dated Date identified above.



IN WITNESS WHEREOF the City of Rock Falls, Whiteside County, Illinois, by its City Council, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Mayor and the City Clerk and countersigned by the manual or duly authorized facsimile signature of its City Treasurer and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

**CITY OF ROCK FALLS, WHITESIDE COUNTY, ILLINOIS**

[SEAL]

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Clerk

Countersigned:

By: \_\_\_\_\_  
Its: City Treasurer

Date of Authentication: \_\_\_\_\_, 2016

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
SAUK VALLEY BANK & TRUST  
COMPANY,  
Sterling, Illinois

This Certificate is one of the Certificates described in the within mentioned ordinance and is one of the General Obligation Debt Certificates, Series 2016, of the City of Rock Falls, Whiteside County, Illinois

By: \_\_\_\_\_

Its: Authorized Officer  
(Assignment)

For Value Received, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

*Section 10. Sale of Certificates.* The City Treasurer is hereby authorized and directed to deliver the Certificates to Sauk Valley Bank & Trust Company, Sterling, Illinois, as the purchaser thereof as identified in the Notification of Sale (the "*Purchaser*"). Authority is hereby delegated to the Mayor or the City Treasurer (i) to sell all, but not less than all, of the Certificates to the Purchaser at a purchase price of at least 98% of the Certificates, plus accrued interest on the Certificates from their dated date to the date of delivery and (ii) to determine all of the terms and details of the Certificates not determined in this Ordinance including whether to purchase insurance. The sale of the Certificates shall be evidenced by a Notification of Sale which shall be signed by the Mayor or City Treasurer. A manually executed counterpart of the Notification of Sale shall be filed with the City Clerk and the Certificate Registrar. The Mayor and the City Clerk are authorized and directed to execute a certificate purchase agreement (the "*Purchase Contract*") in connection with the sale of the Certificates, in the name of and on behalf of the City. The Purchase Contract shall be substantially in the form of purchase agreements

commonly used in transactions similar to that described in the Ordinance, with such changes as necessary to reflect the terms and provisions of the Certificates, this Ordinance and such other changes as the Mayor or City Treasurer shall determine are necessary or desirable in connection with the sale of the Certificates. No person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

*Section 11. Use of Certificate Proceeds.* There is hereby created and established a special fund of the City known as the "Debt Certificate Fund of 2016" (the "*Certificate Fund*") to be held by the Treasurer, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Certificate Fund shall be the fund for the payment of the principal of and interest on the Certificates at maturity or on interest payment dates or redemption. Pledged revenues, if any, shall be deposited into the Certificate Fund, as received, and shall be used solely and only for the payment of principal and interest on the Certificates when due (including any redemption). Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose. The Certificates are secured by a pledge of all moneys on deposit in the Certificate Fund, and such pledge is irrevocable until the Certificates have been paid in full or until the obligations of the City are discharged under this Ordinance. Accrued interest and premium received at the time of delivery of the Certificates, if any, shall be deposited in the Certificate Fund.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of

issuance is hereby ordered deposited into the "Capital Improvement Account of the City" (the "*Project Fund*"), hereby created. It is hereby found and determined and hereby declared and set forth that the Corporate Authorities (i) have not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time, and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Proceeds of the Certificates shall be deposited in the Project Fund, and the Project Fund shall be used for the purpose of paying for the costs of the Project and costs of issuance. Interest received from deposits in the Project Fund shall, at the discretion of the City, either be transferred for the payment of the principal of and interest on the Certificates on the interest payment date next after such interest is received or be retained in the Project Fund. In the event that any moneys remain in the Project Fund upon completion of the Project, the City shall deposit the remaining moneys in the Project Fund in the Certificate Fund and shall cause such moneys to be used to pay the interest on the Certificates on the earliest possible date.

In addition to the funds established hereunder, the Mayor is authorized and directed to establish, and the City Treasurer is further authorized to hold, any and all funds and/or accounts they deem necessary or convenient to the accomplishment of the purposes set forth in the Ordinance.

Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts ("*Work Contracts*") have been or shall be awarded, from time to time, by the Corporate Authorities for the work on the Project; and the Corporate Authorities

represents and covenants that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the City for same.

2. Pursuant to this Ordinance or any subsequent ordinance or ordinances to be duly adopted, the Corporate Authorities shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance, any such further ordinance and said Work Contracts shall be filed of record with the City Clerk and the City Treasurer. The adoption and filing of any such ordinance or ordinances and the Work Contracts with such officers shall constitute authority for the City Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the City for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the City Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the City already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created.

*Section 12. List of Certificateholders.* The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the

name and address of the new Certificate holder and eliminate the name and address of the transferor Certificate holder.

*Section 13. Duties of Certificate Registrar.* If requested by the Certificate Registrar, the Mayor and City Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the City and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Certificates as provided herein;

(d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

*Section 14. Bank Qualification.* The City hereby designates the Certificate as a "qualified tax exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"). In support of such designation, the City hereby certifies that (i) the Certificate will not be at any time a "private activity bond" as defined in Section 141 of the Code, other than a "qualified 501(c)(3) bond" as defined in Section 145 of the Code; (ii) as of the date hereof in calendar year 2016, the City has not issued any tax

exempt obligations of any kind other than the Certificate, nor have any tax exempt obligations of any kind been issued on behalf of the City; and (iii) not more than Ten Million Dollars (\$10,000,000) of obligations of any kind, including the Certificate, issued by or on behalf of the City during calendar year 2016 will be designated for purposes of Section 265(b)(3) of the Code.

*Section 15. Financial Reporting.* The City hereby covenants to provide the Purchaser with its audited annual financial statements (the "*Audit*") and its annual budget approved and adopted by the Corporate Authorities (the "*Budget*") within timeframes as set forth in the Notification of Sale.

*Section 16. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

*Section 17. Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted: March 15, 2016.

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 15th day of March, 2016.

By: \_\_\_\_\_

Its: Mayor

Attest:

By: \_\_\_\_\_

Its: City Clerk



Council members \_\_\_\_\_ moved and Council members \_\_\_\_\_ seconded the motion that said ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Council members voted

AYE: \_\_\_\_\_,

\_\_\_\_\_ and the following Members voted NAY: \_\_\_\_\_

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of the City Council of the City of Rock Falls, Whiteside County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

By: \_\_\_\_\_  
Its: City Clerk

STATE OF ILLINOIS        )  
                                  ) SS  
WHITESIDE COUNTY        )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rock Falls, Whiteside County, Illinois (the "*City Clerk*"), and as such official I am the keeper of the records and files of the Corporate Authorities.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 15th day of March, 2016, insofar as same relates to the adoption of an ordinance entitled:

An ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital related projects in and for the City of Rock Falls, Whiteside County, Illinois, and authorizing and providing for the issue of not to exceed \$2,500,000 General Obligation Debt Certificates, Series 2016, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said City, this 15th day of March, 2016.

By: \_\_\_\_\_  
Its: City Clerk

[SEAL]

STATE OF ILLINOIS        )  
                                  ) SS  
WHITESIDE COUNTY        )

**FILING CERTIFICATE**

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting City Clerk of the City of Rock Falls, Whiteside County, Illinois (the "*City*"), respectively, and as such officers we do hereby certify that on the 15th day of March, 2016, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of an ordinance adopted by the Corporate Authorities on the 15th day of March, 2016, and entitled:

An ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital related projects in and for the City of Rock Falls, Whiteside County, Illinois, and authorizing and providing for the issue of not to exceed \$2,500,000 General Obligation Debt Certificates, Series 2016, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

together with any Work Contracts identified by the adoption of said ordinance and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the City, this 15th day of March, 2016.

By: \_\_\_\_\_  
Its: City Clerk

[SEAL]

ORDINANCE NO. 2016-2251

**ORDINANCE AMENDING THE ROCK FALLS CITY CODE  
CHAPTER 16, ARTICLE X, SECTION 16-220  
AGRICULTURAL CROP PRODUCTION AS A PERMITTED  
PRINCIPAL USE IN M-1 AND M-2 ZONING DISTRICTS**

**BE IT ORDAINED** by the Council of the City of Rock Falls, Illinois, as follows:

**SECTION 1:** That Chapter 16, Article X, Section 16-220 is amended by the addition of the following new subsection (e) to read as follows:

(e) Agricultural crop production on any parcel at least 5 acres or greater in size.

**SECTION 2:** In all other respects, Chapter 16, Article X, Section 16-220 shall remain in full force and effect.

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

**SECTION 4:** All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

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

Passed by the Mayor and the City Council of the City of Rock Falls on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Aldermen voting Aye

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Aldermen voting Nay

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**RESOLUTION NO. 2016-734**

**RESOLUTION AUTHORIZING AMENDMENT TO CONTRACT FOR PURCHASE**

**WHEREAS**, the City of Rock Falls has entered into a contract with WAYNE R. SCHMITT as trustee of the WAYNE R. SCHMITT TRUST DATED MARCH 18, 1998 and ELIZABETH A. SCHMITT as trustee of the ELIZABETH A. SCHMITT TRUST DATED MARCH 18, 1998 to sell to the City a parcel of real estate containing approximately 30 acres located in the Northeast corner of the intersection of Illinois Route 40 and Interstate 88, in the form as attached hereto; and

**WHEREAS**, the parties to the contract for purchase have agreed that the date for closing of the purchase as stated in the contract should be extended; and

**WHEREAS**, the parties have further agreed to provide for rental of the tillable acreage to be purchased for crop year 2016 to the Sellers at an agreed rate; and

**WHEREAS**, Sellers have further agreed to cooperate with the city in effecting annexation to the city of certain property owned by Sellers to the immediate east of the property to be purchased, in order to enable annexation of the property to be purchased by the city.

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

1. The statements contained in the preamble paragraphs to this resolution are true and accurate and are incorporated herein.
2. The Mayor and City Clerk are authorized and directed to execute on behalf of the City the "Third Amendment to Cash Sale Real Estate Contract", in the form as attached hereto.
3. The Mayor, City Clerk and City Administrator are authorized and directed to take such other and additional action as deemed necessary or desirable by them, or as deemed required by the City Attorney, to meet the terms and conditions of the offer to sell and of the

“Cash Sale Real Estate Contract” in order to complete and consummate the acquisition by the City of the real estate described therein.

This resolution read and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Mayor William B. Wescott

\_\_\_\_\_  
City Clerk

Alderman Voting Aye

Alderman Voting Nay

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### THIRD AMENDMENT TO CASH SALE REAL ESTATE CONTRACT

This Agreement is made as of this \_\_\_ day of March, 2016 by and between WAYNE R. SCHMITT as trustee of the WAYNE R. SCHMITT TRUST DATED MARCH 18, 1998 and ELIZABETH A. SCHMITT as trustee of the ELIZABETH A. SCHMITT TRUST DATED MARCH 18, 1998, Sellers, and the CITY OF ROCK FALLS, ILLINOIS, Buyer, as follows:

WHEREAS, Sellers and Buyer have entered into a Cash Sale Real Estate Contract dated September 1, 2015, providing for the sale by Sellers and purchase by Buyer of certain real estate as described therein; and

WHEREAS, said Cash Sale Real Estate Contract provided for closing to be on or before December 31, 2015; and

WHEREAS, Sellers and Buyer entered into an Amendment to Cash Sale Real Estate Contract dated December 1, 2015, by which the parties agreed to extend the closing to on or before February 19, 2016; and

WHEREAS, the parties entered into a Second Amendment to Cash Sale Real Estate contract dated February \_\_\_\_, 2016 by which the parties agree to extend the closing date to on or before March 31, 2016; and

WHEREAS, Sellers and Buyers have determined that the closing date should be extended further, to on or before April 8, 2016; and

WHEREAS, Sellers and Buyer have determined to make provision for Sellers to farm the subject property for crop year 2016, with Buyer retaining the right to terminate said 2016 lease before expiration for development purposes, provided Buyer reimburses Sellers for expenses incurred if such termination is before harvest of Seller's 2016 crop, with Seller's obligation for rent being abated in the event of such termination before harvest of a 2016 crop; and

WHEREAS, Sellers and Buyer recognize that certain property owned by Sellers not subject to the Cash Sale Real Estate Contract located to the immediate east of the property to be purchased should be annexed to the City, for purposes of establishing contiguity of the property to be purchased; Sellers agree to cooperate in all respects in annexation of the property to the east, and Sellers further agree to sign a petition to annex such property as is determined to be necessary to establish contiguity upon the condition that Buyer pays all expenses of annexation.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties do hereby agree to amend the Cash Sale Real Estate Contract heretofore existing between them by the following:

1. Paragraph 9 is amended to read as follows:



“Possession shall be given at closing, which shall occur on or before April 8, 2016, but Sellers acknowledge that the City Parcel is subject to a lease for farming purposes which by its terms expires on February 28, 2016. Notwithstanding the foregoing, the parties agree that the Schmitt parcel may be leased by Sellers for crop year 2016, upon the following terms and conditions:

a. Sellers and Buyer shall enter into a Lease Agreement providing for Sellers as tenants to farm the land being purchased at the rate of \$150.00 per acre for 15 tillable acres, payable to Buyer on October 1, 2016;

b. Buyer shall retain the right to terminate the lease prior to its expiration for development purposes as to all or a portion of the tillable acreage, upon five (5) days’ notice, with allowance for reasonable time thereafter for Sellers to remove the irrigator from the property if necessary, provided that if the lease is terminated prior to harvest of the year 2016 crop Buyer will reimburse Sellers for all expenses incurred for farming purposes for the subject property if termination occurs before harvest of the 2016 crop;

c. If said lease is terminated prior to harvest of the 2016 crop as provided above, Sellers’ obligation to pay rent for the portion of the above-described tillable acreage to which the early termination applies shall abate.”

2. The Cash Sale Real Estate Contract is further amended by the addition of a paragraph 20, to read as follows:

“Sellers and Buyer agree that certain property owned by Seller or Sellers situated to the east of the Schmitt parcel is subject to annexation by the City, and its annexation is necessary to establish contiguity of the Schmitt Parcel to enable annexation of the property to the City. Sellers agree to sign a petition to annex all or any portion of such property situated to the east of the Schmitt Parcel, the precise description of such property yet to be determined, with Buyer obliged to pay all expenses of annexation.”

Except as amended by this document, the Cash Sale Real Estate Contract between the parties dated September 1, 2015 shall be and remain in full force and effect.

CITY OF ROCK FALLS

BY: \_\_\_\_\_

\_\_\_\_\_  
Wayne R. Schmitt, trustee

ATTEST:

\_\_\_\_\_  
Elizabeth A. Schmitt, trustee

\_\_\_\_\_  
City Clerk



February 15, 2016

Robbin Blackert  
City Administrator  
City of Rock Falls-IL  
603 W 10th Street  
Rock Falls, IL 61071

Dear City Administrator Blackert,

The National League of Cities Service Line Warranty Program had a successful year serving communities across the nation. The partnership between Utility Service Partners and the City of Rock Falls-IL shows the dedication of your municipality when it comes to educating the residents of your community and providing them with optional solutions, such as the NLC Service Line Warranty Program. Please accept the enclosed Participation Certificate for the 2015 year as recognition for these efforts. If you have any questions, please contact Blake Stogner, Program Manager, [bstogner@utilitysp.net](mailto:bstogner@utilitysp.net) or 214-552-4098.

We hope to see you soon at the upcoming NLC Congressional City Conference in Washington D.C. We appreciate your partnership and look forward to serving your residents in 2016!

Sincerely,

Brad Carmichael  
Vice President  
Business Development



## Proud Participant in the National League of Cities Service Line Warranty Program

### City of Rock Falls-IL

is proudly recognized for participating in the National League of Cities (NLC) Service Line Warranty Program. The NLC Service Line Warranty Program is designed to help city leaders educate residents about their service line responsibilities and help homeowners save thousands of dollars on the high cost of broken and leaking service line repairs.

**November 2015**

Date



Program Administrator

A handwritten signature in black ink, appearing to read "Brad Catmichael", written over a horizontal line.

Brad Catmichael  
Vice President, Business Development



**WILLETT HOFMANN**  
 & ASSOCIATES INC  
 ENGINEERING ARCHITECTURE LAND SURVEYING

February 26, 2016

Mayor William Wescott and City Council  
 City of Rock Falls  
 603 West 10<sup>th</sup> Street  
 Rock Falls, IL 61071

Re: 1<sup>st</sup> Street Sanitary Sewer Lining Project  
 Bid Summary and Award  
 WHA No. 1251Z15

Dear Mayor Wescott and Members of the City Council:

Proposals for the 1<sup>st</sup> Street Sanitary Sewer project were received and opened on February 19, 2016 at 10:00 A.M. at Rock Falls City Hall. Two (2) proposals were received.

One (1) addendum was issued prior to the bid opening. All proposals were submitted with the required bid security. The proposals were reviewed for completeness and read aloud. A tabulation of all the bids, including a listing of items to be submitted with the proposal, was later verified. A certified copy of the bid tabulation is attached for your information.

BIDDING IRREGULARITIES

None.

SUMMARY OF BIDS

The bid form allowed the contractors to submit a bid for either Alternate Bid No. 1 or 2. Alternate Bid No. 1 included the installation of a sanitary manhole in the parking lot on the 24" diameter sanitary sewer to provide the contractor a point of access for bypass pumping. Alternate Bid No. 2 did not include the sanitary manhole and required the contractor to bypass pump directly from the existing east sanitary manhole of the sanitary sewer to be lined.

The low Alternate Bid #1 of \$161,919.40 was \$34,371.40 and 27.0% over our estimate of \$127,548.00. A tabulation of all the bids comparing them to our estimate in dollars and percentages is as follows:

Alternate Bid #1

CONTRACTOR	Alternate Bid #1	\$ Over/Under Estimate	\$ Over/Under Estimate
Visu-Sewer of Illinois, LLC Bridgeview, Illinois	\$161,919.40	\$34,371.40 ↑	27.0% ↑
Hoerr Construction, Inc. Peoria, Illinois	\$188,116.00	\$60,568.00 ↑	47.5% ↑

809 East 2nd Street, Dixon, IL 61021-0367 T: (815) 284-3381 F: (815) 284-3385

We received only one bid for Alternate Bid #2. The low bid of \$153,175.00 was \$59,947.00 and 64.3% over our estimate of \$93,228.00. A tabulation of all the bids comparing them to our estimate in dollars and percentages is as follows:

Alternate Bid #2

CONTRACTOR	Alternate Bid #1	\$ Over/Under Estimate	\$ Over/Under Estimate
Hoerr Construction, Inc. Peoria, Illinois	\$153,175.00	\$59,947.00 ↑	64.3% ↑
Visu-Sewer of Illinois, LLC Bridgeview, Illinois	No Bid		

PROJECT AWARD

Both alternate bids were above our engineer's estimate. For Alternate Bid No.1, all of Visu-Sewer's unit prices were very close to our estimate except for the Cured-In-Place Lining, 24" Dia. which had a dollar amount difference of \$43,056.00. For Alternate Bid No. 2, Hoerr Construction's unit prices were generally higher than our unit prices with the exception of the Traffic Control. This project is a very small lining project, but it is a difficult one due to the bypass pumping challenges. Also, sanitary sewer lining is very specialized work and there only 4 or 5 contractors that typically bid this type of work.

Per Addendum No. 1, the award would be made to the low, responsive, responsible bidder for either Alternate Bid No. 1 or 2. Alternate Bid No. 2 is the preferred option since it doesn't require the installation of the sanitary manhole in the parking lot, which will require less disturbance. We don't believe rebidding the project would result in lower bid prices, and it may be difficult to get additional bidders to bid the project because of the specialized nature of this work. We believe there could be a couple of areas of the project where we might be able to reduce the project after the project is awarded, and Hoerr Construction is currently evaluating those components of the project for possible cost savings. Therefore, we recommend that the City award the Alternate Bid No. 2 contract to Hoerr Construction, Inc., 1601-D W. Luthy Dr., Peoria, Illinois 61615 for their low bid of \$153,175.00.

If the project is awarded to Hoerr Construction, please sign and return all copies of the attached Notice of Award.

Please feel free to call if you have any questions, or we are willing to meet with you at your convenience to discuss the bid award in more detail.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY   
Matt Hansen, P.E.

MH:rv  
Encl.

- cc: Eric Arduini, City Clerk w/ encl. and Original Proposals
- Robbin Blackert, City Administrator via email w/ encl.
- Ed Cox, Wastewater Superintendent via email w/ encl.
- Brian Frickenstein, WHA via email w/ encl.
- File

CITY OF ROCK FALLS, ILLINOIS  
 SANITARY SEWER SYSTEM IMPROVEMENTS  
 1st STREET SANITARY SEWER LINING  
 WHA No. 1251Z15

TABULATION OF BIDS

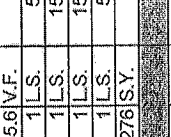
BID OPENING: February 19, 2016  
 10:00 a.m.  
 Rock Falls City Hall

CONTRACTOR	ENGINEER'S ESTIMATE	HOERR CONSTRUCTION, INC. Peoria, Illinois		VISU-SEWER OF ILLINOIS, LLC Bridgeview, Illinois	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ADDENDA NOS.					
SIGNATURE PAGE	1				
BID BOND	00 41 13-5 00 41 50-1-2				
TAX CERTIFICATION	00 41 60-1				
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	00 41 70-1				
STATEMENT OF BIDDER'S QUALIFICATIONS	00 41 80-1-2				
<b>ALTERNATE BID NO. 1</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Pre-cleaning and Televising of Sewer Line	312	L.F.	3.00	936.00
2	Cured-In-Place Lining, 24" Dia.	312	L.F.	90.00	28,080.00
3	Sanitary Manhole Cementitious Liner	35.6	V.F.	150.00	5,340.00
4	Sanitary Manhole Epoxy Coating	35.6	V.F.	220.00	7,832.00
5	Sanitary Manhole, 6' Dia., Type C	1	Each	35,000.00	35,000.00
6	Sanitary Foremain Replacement	1	L.S.	5,000.00	5,000.00
7	Foremain Bypass Piping Modifications	1	L.S.	15,000.00	15,000.00
8	Bypass Pumping	1	L.S.	10,000.00	10,000.00
9	Traffic Control	1	L.S.	5,000.00	5,000.00
10	Bituminous Pavement Replacement, 3"	394	S.Y.	40.00	15,360.00
<b>TOTAL BID PROPOSAL</b>					<b>127,548.00</b>
<b>ALTERNATE BID NO. 2</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Pre-cleaning and Televising of Sewer Line	312	L.F.	3.00	936.00
2	Cured-In-Place Lining, 24" Dia.	312	L.F.	90.00	28,080.00
3	Sanitary Manhole Cementitious Liner	35.6	V.F.	150.00	5,340.00
4	Sanitary Manhole Epoxy Coating	35.6	V.F.	220.00	7,832.00
5	Sanitary Foremain Replacement	1	L.S.	5,000.00	5,000.00
6	Foremain Bypass Piping Modifications	1	L.S.	15,000.00	15,000.00
7	Bypass Pumping	1	L.S.	15,000.00	15,000.00
8	Traffic Control	1	L.S.	5,000.00	5,000.00
9	Bituminous Pavement Replacement, 3"	278	S.Y.	40.00	11,040.00
<b>TOTAL BID PROPOSAL</b>					<b>93,228.00</b>
<b>SUPPLEMENTAL BID ITEMS</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>COST</b>
1	Heavy Cleaning	Hour		450.00	450.00
2	Bypass Pumping Monitoring	Hour		165.00	165.00
<b>TOTAL SUPPLEMENTAL BID COST</b>					<b>615.00</b>
<b>TOTAL BID COST</b>					<b>161,919.40</b>

The undersigned hereby certifies that he has carefully compared the foregoing tabulation with the executed copy of the proposals submitted by the bidders and that this is a true and correct record of such proposals, which were publicly opened and read aloud on February 19, 2016 at the City Hall in Rock Falls, Illinois.

*Walter Hoffmann*  
 Willett, Hoffmann & Associates, Inc.

ATTEST:  
*Roberta Vanderlin*  
 Notary Public



**NOTICE OF AWARD**

To: Hoerr Construction, Inc.  
1601-D W. Luthy Dr.  
Peoria, IL 61615

Project Description: 1st Street Sanitary Sewer Lining

The OWNER has considered the Proposal (Bid) submitted by you for the above described WORK in response to its Invitation for Bids dated January 29, 2016.

You are hereby notified that your Proposal (Bid) has been accepted for items in the amount of \$153,175.00 or at the Proposal Unit Prices.

You are required by the Invitation for Bids to execute the CONTRACT and furnish the required CONTRACTOR'S PERFORMANCE AND PAYMENT Bonds and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said Bonds within fifteen (15) calendar days from this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this 1<sup>st</sup> day of March, 2016.

City of Rock Falls, Illinois  
OWNER

By \_\_\_\_\_

Title Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by

Hoerr Construction, Inc.

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 16

By \_\_\_\_\_

Title \_\_\_\_\_

## City of Rock Falls Electrical Utilities

(A Municipally Owned Public Power System)

1109 Industrial Park Road

Rock Falls, IL 61071-3161

Phone (815) 622-1145

Fax (815) 622-1149

### BID NOTICE

#### 2016 Ford Explorer or Equivalent

Bids Received at - City of Rock Falls  
1109 Industrial Park Road  
Rock Falls, IL 61071

Submit by - February 18, 2016 @ 12:00 pm

Please submit proposal in duplicate, to the office of the Electric Department at 1109 Industrial Park Road, Rock Falls, IL 61071 on the above subject items and as per the attached specifications.

- 1) The proposal shall be signed by the proper authorized authority as specified.
- 2) Any submitted articles deviating from the specifications must have full descriptive data accompanying the proposal or it will not be considered for an award.
- 3) The City of Rock Falls will not accept price escalations during the course of this contract.
- 4) The City of Rock Falls reserves the right to reject any and all bids.
- 5) Any questions on the specifications, please contact:

Dick Simon

Rock Falls Electric Department

815/622-1145



Dick Simon

Electrical Director

"Proud of Our Past - Confident of Our Future"





Est Price 40014

BID PRICE FOR FORD EXPLORER or EQUIVALENT \$ 34866 + Fees

TRADE IN: 2001 Ford Explorer XLS \$ 1000

Days Delivery following notification 4-5 33866 + Fees

Signature of Bidder [Signature]

Title General Mgr

Name of Company KUNES Country Ford Lincoln

Address 2811 Locust

Date 2-17-16 Telephone 815-625-6300 Facsimile


**KUNES COUNTRY**  
 AUTO GROUP, STERLING, IL

Chris Lansford  
 Sales Consultant  
 chris.lansford@kunescountry.com

2811 N. Locust St. | Sterling, IL 61081  
 (815) 625-6300 | www.KunesCountry.com



MISSISSIPPI VALLEY PUMP, INC.  
435 S. Devils Glen Road  
Bettendorf, IA 52722

Phone: 563-359-3223  
Fax: 563-359-6737  
Toll Free: 877-711-7587

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## QUOTATION

TO: City of Rock Falls, IL,

DATE: 12/15/15

ATTN: Dick Simon

RE: Hydro Plant

MVP is pleased to offer the following quotation for labor and material to retrofit pumps for dewatering to consist of the following:

- Remove existing pumping equipment
- Have concrete cut for new hatch cover and install hatch
- Install discharge elbows
- Install cast discharge pipe and SS guide rails
- Install new cam-lock fittings and discharge pipe above ground
- Provide pipe stands for above ground discharge pipe
- Install guide flanges on existing pumps
- Inspect existing pumps
- Clean up area

**TOTAL PRICE \$49,650.00**

**Delivery time – 2 to 3 weeks**

**Note: If the City can cut the concrete deduct \$2,000.00**

**Note: If the City has a crane to use during this project deduct \$4,000.00**

**Note: If pumps need repaired estimated price \$5,000.00 to 8,000.00**



MVP will provide the following equipment and supplies

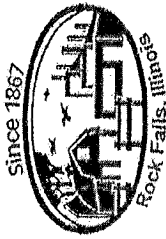
Discharge Elbows and anchors  
Cast Iron Discharge pipe, gaskets, hardware and riser clamps  
Hatch Cover  
Camlocks  
Above ground piping  
Pipe Stands  
SS Guide rails and cable hooks

If you have any further questions regarding this quotation please contact me at the above listed number.

Respectfully Submitted:

*Chuck Askren*

Chuck Askren



## Request for Quotation (Services)

TO: Mississippi Valley Pump, Inc.

*Company Name*

ATTENTION: Chuck Askren

QUOTE DEADLINE: February 17, 2016

Location of Work: Rock Falls Hydro Plant (811 East Second Street, Rock Falls, IL 61071)

Description and Scope of Work: Quotation for labor and material to retrofit pumps and rebuild the dewatering system at the Hydro Plant.

(1) Remove existing pumping equipment; (2) Cut concrete for new hatch cover and install hatch; (3) Install discharge elbows; (4) Install cast discharge pipe and SS guide rails; (5) Install new cam-lock fittings and discharge pipe above ground; (6) Provide pipe stands for above ground ground discharge pipe; (7) Install guide flanges on existing pumps; (8) Inspect existing pumps; (9) Clean up area on deck and bottom pit  
Quote Valid for 90 Days

Payment Terms: 30 days after final walk through

SIGNATURE OF COMPANY REP: \_\_\_\_\_

*PRESIDENT*

DATE: \_\_\_\_\_

*1-18-16*

Please fax or email quote to: 815-622-1149 dsimon@rockfalls61071.com; swind@rockfalls61071.com

Attention: Dick Simon/Sherry Wind



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 127 N. Walnut St., Ste. 200 Itasca IL 60143	CONTACT NAME: Carol Chalfant	
	PHONE (A/C, No., Ext): 630-595-5300 FAX (A/C, No.): 630-694-4401 E-MAIL ADDRESS: Carol_Chalfant@ajg.com	
INSURED Mississippi Valley Pump Inc 435 S. Devils Glen Rd Bettendorf IA 52722	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Insurance Company of Amer	12572
	INSURER B: Selective Insurance Company of SE	39926
	INSURER C:	
	INSURER D:	
	INSURER E:	

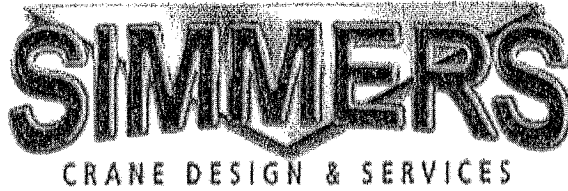
COVERAGES CERTIFICATE NUMBER: 600651648 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S2033961	6/17/2015	6/17/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S2033961	6/17/2015	6/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			S2033961	6/17/2015	6/17/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC7996896	6/17/2016	6/17/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
re: Operations by the Named Insured

CERTIFICATE HOLDER  City of Rock Falls, IL 811 East Second Street Rock Falls IL 61071 USA	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Patrick J. Gallagher</i>
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A DIVISION OF POLLOCK RESEARCH & DESIGN, INC

415 31<sup>st</sup> Avenue, Rock Island, IL 61201  
Phone: (309) 786-5704 • Fax: (309) 786-5720  
<http://www.simmerscrane.com>

City of Rock Falls  
Rock Falls, IL.  
Attention: Dick Simon

Proposal Number: 43470a  
February 10, 2016

**Down river work platform project**

**Description:** Build and install a work platform on the down river stop log install slots. The system includes the replacement and repositioning of the fence system. The platform is 7'1" x 5' 9 1/2"  
The installation will take two days.

<b>Costs</b>	
Engineering	\$1,500.00
Materials	\$6,682.00
Build Labor	\$3,400.00
On-site installation	\$6,396.00
<b>Grand Total</b>	<b>\$17,978.00</b>

*Please indicate the Proposal number on your Purchase order*

**Delivery**

45 Working days

**Clarifications**

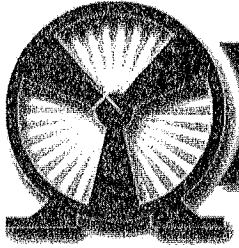
1. Quote is valid for **30 days** and the Simmers Crane General Understandings and Conditions of Sale apply.
2. The field work will be performed during normal working hours Monday thru Friday. Clear access to the equipment is required.
3. If the installation takes longer than the time allotted due to site or equipment availability beyond Simmers control, an additional T&M charge will be brought to the site representative's attention and added to the invoice.
4. Rental lift equipment is not included.
5. Transportation and freight is included.

Thank you,

*Brian*

**Brian Porter**  
Technical Sales  
309-786-5704  
563-370-7636 Cell





# Inman Electric Motors

Complete Sales, Service and Repair of Electric Motors

## MOTOR REPAIR ESTIMATE

318 No. 30<sup>th</sup> Road  
P.O. Box 1108  
LaSalle, IL 61301  
BUS (815) 223-2288  
FAX (815) 223-7108

Date: 2 / 5 / 2016

Company Name: City of Rock Falls  
Electric Department  
Rock Falls, IL 61327

Submitted To: Dick Simon  
Electric Director  
Email: dsimon@rockfalls61071.com

**We are pleased to offer the following estimate for your consideration and approval:**

Recondition of the following generator: Siemens 1000 KW 907 RPM 4160 V 165 A Serial # 1-5364-51709-1-2

3 Ph 60 Hz 1.15 Service Factor Class F Insulation

The proposed motor repair work scope includes the following:

Pick up of generator at Rock Falls Hydro Plant, generator disassembly, full electrical evaluation of generator windings, space heaters, and winding RTDs, full mechanical evaluation of the generator including shaft, bearings, bearing housings, and endbells, steam clean and bake of generator stator and rotor, cleaning of all other components, balance of generator rotor, reassembly, testing of generator at full nameplate voltage, vibration readings, painting of completed generator and delivery of the generator back to Rock Falls Hydro Plant.

Estimated repair cost: \$ 9,603.00, work to be completed within one week.

\*\* Once the generator is fully disassembled and evaluated a written inspection report including photos from the disassembly process will be provided to Dick Simon. At that time we will discuss any additional work or repairs that are needed for the motor. Any additional mechanical or electrical work needed would be completed at an additional cost subject to approval by the City of Rock Falls.

Thank you for the opportunity to submit this proposal.

Per: Brian Inman

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

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The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment to be made as outlined above.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

BID TAB SHEET

CITY OF ROCK FALLS  
Building Dept. Renovations

Bid Opening February 26<sup>th</sup>, 2016  
10:00 a.m.

<b>Company</b>	<b>Address</b>	<b>Phone</b>	<b>Total</b>
Kenneth Crane CPM	311 Booth St. Tampico, IL 61283	815-499-3511	\$37,700
Swedburg & Associates	1135 E. State Street Sycamore, IL 60173	815-895-9114	\$44,300
Wilvar	PO Box 363 Dixon, IL 61021	815-626-1152	\$65,491

Address: 603 W 10 th Street

Unit: Unit 01

Location: 3 - Office

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 23</b>	<b>Electric</b>				
Custom	<b>light switches</b> Install lighting switch in new office number 1. Add 2 lighting switches in office 2. Install lighting switch for lobby. Install two way lighting switches for copy room.	1.00	AL	_____	_____
Custom	<b>New Lighting</b> Install 10 new 2 bulb T 6 florescent lights in suspended ceiling.	1.00	AL	_____	_____
Custom	<b>Emergency lighting</b> Install a 120 volt battery back up emergency light in lobby area.	1.00	AL	_____	_____
Custom	<b>Cat 6 outlets</b> Install solid wire cat 6 outlets and feeds. route all cat 6 feeds to server room. two cat 6 runs per outlet. 7 total cat 6 outlets. terminations to cat 6 are to be supplied by the owner.	14.00	AL	_____	_____
<b>Location Total:</b>					_____

Location: 4 - Building department office

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10</b>	<b>Carpentry</b>				
Custom	<b>Door</b> Install a new steel door to utility office, 24 inch tempered glass with one way film installed. ADA leverkeyed lockset. paint to match	1.00	AL	_____	_____
Custom	<b>Steel door</b> Replace Building Inspector office door with a steel frame and outswing door with Panic bar and ADA lever lockset. Paint to match.	1.00	AL	_____	_____
<b>Location Total:</b>					_____

Unit Total for 603 W 10 th Street, Unit Unit 01: \$ 37,700.00

Address Grand Total for 603 W 10 th Street: \_\_\_\_\_

Bidder: CPM [CRANE PROJECT MANAGEMENT]

*Ken Crane*  
KEN CRANE