

# 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 15<sup>th</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 March 1<sup>st</sup>, 2016 Regular Council Meeting
2. Approval of bills as presented.
3. Approval of **Resolution 2016-735** Closed Session Minutes
4. Proclamation - proclaiming Thursday, April 7, 2016 as "Junior Achievement Day"

### Ordinance First Reading:

1. Approval of **Ordinance 2016-2254** authorizing execution of lease of area adjacent to 102 West 2<sup>nd</sup> Street for the construction of a ramp.

### Ordinance Second Reading/ Adoption

1. Adoption of **Ordinance 2016-2250** Amending Chapter 9 Adding Article X to provide for the establishment of a towing rotation list.
2. Adoption 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.

3. Adoption of **Ordinance 2016-2253** Adopting Revised Zoning Map.

**City Administrator Robbin D. Blackert:**

1. Approval of **Resolution 2016-737** Authorizing repayment of loan to the working cash fund of the Electric Utility Department.

**Information/Correspondence:**

Eric Arduini, City Clerk  
James Reese, City Attorney  
Brian Frickenstein, City Engineer

**Department Heads:**

Water Reclamation- Ed Cox  
Electric- Dick Simon  
Police Chief- Chief Tammy Nelson  
Fire Chief- Chief Gary Cook  
Building Inspector- Mark Searing

1. Approval of **Resolution 2016-736** authorizing execution of amendment to cash sale real estate sale contract with Eduardo Trujillo for the property located at 606 East 4<sup>th</sup> Street.

Water – Ted Padilla

1. Approval of the purchase from Ferguson Waterworks 1720 State St. DeKalb, IL. for materials for the 8<sup>th</sup> Avenue water main project in the amount of \$27,315.83.

Tourism – Janell Loos

**Ward Reports:**

<b>Ward 1</b>	<b>Ward 2</b>	<b>Ward 3</b>	<b>Ward 4</b>
Ald. Reitzel	Ald. Kuhlemier	Ald. Schuneman	Ald. Folsom
Ald. Logan	Ald. Snow	Ald. Kleckler	Ald. Watts

**Mayor's Report:**

Update on the APPA Legislative Rally

**Executive Session:**

Any action taken from Executive Session:

**Adjournment:**

Next City Council Meeting 4-5-2016

Posted 3-11-2016

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

March 1<sup>st</sup>, 2016

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. March 1st, 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, and Watts. Alderman Folsom was absent. In addition Attorney Tom Sanders, and City Administrator Robbin Blackert were present.

**Consent Agenda:**

A motion was made to approve the consent agenda as presented by omnibus designation by Alderman Watts and second by Alderman Logan.

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

**Vote 7 aye, motion carried**

**Ordinance First Reading:**

A motion was made by Alderman Snow and second by Alderman Watts to approve the first reading of ordinances:

**Ordinance 2016-2250** Amending Chapter 9 Adding Article X to provide for the establishment of a towing rotation list.

**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.

**Viva Voce Vote, motion carried**

**Ordinance Second Reading/ Adoption**

A motion was made by Alderman Snow, and second by Alderman Watts for the 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.

**Vote 7 aye, motion carried**

**City Administrator Robbin D. Blackert:**

City Administrator Robbin Blackert explained that due to the financing of the property, and schedules the closing date will need be moved back to April 8<sup>th</sup>. A motion was made by Alderman Kuhlemier, and second by Alderman Logan to approve **Resolution 2016-734** approving the agreement "Third Amendment to Cash Sale Real Estate" for the purchase of the Schmitt Property.

Alderman Kleckler noted that the agreement was asking for more than just extending the closing date. It also had provisions for renting the farmland for \$150.00/acre, and annexation agreement language.

**Vote 6 aye, 1 nay, (Kleckler) motion carried**

Administrator Blackert informed the Council that she had received word back from Steve Colentino from the IEPA about deferring the final payment of the Reliant revolving loan fund to be used toward the demolition of the limestone building. He agrees but he would need to get approval from other state officials.

**Information/Correspondence:**

City Clerk Eric Arduini read aloud a letter from the National League of Cities presenting a participation certificate to the City of Rock Falls. The certificate is for the City's participation in the Utility Service Partners NLC Service Line Warranty Program.

Clerk Arduini reminded the City Council that statements of economic interest needed to be turned in, and if they had not already mailed them in, they can be returned to the City Clerk's office.

**Department Heads:**

Water Reclamation- Ed Cox

Wastewater Superintendent Ed Cox explained that there had been a bid opening for the slip lining of two man holes, and 300feet of sewer main on West 1<sup>st</sup> Street. A motion was made by Alderman Snow, and second by Alderman Reitzel for the 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. Alderman Kleckler asked why the bids were not first brought to Public Works. Mr. Cox explained that the bids were reviewed by the City Engineers, and he also explained the difference between Alternate Bid 1 and Alternate Bid 2.

**Vote 7 aye, motion carried**

Electric- Dick Simon

A motion was made by Alderman Schuneman and second by Alderman Logan for the 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. Alderman Schuneman inquired as to which vehicle this will be replacing.

**Vote 7 aye, motion carried**

A motion was made by Alderman Logan, and second by Alderman Schuneman for the 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.

**Vote 7 aye, motion carried**

A motion was made by Alderman Kuhlemier, and second by Alderman Snow for the 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.

**Vote 7 aye, motion carried**

A motion was made by Alderman Schuneman, and second by Alderman Logan for the 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.

**Vote 7 aye, motion carried**

Police Chief- Chief Tammy Nelson

Police Chief Tammy Nelson informed the Council that the "Safe Passage" program is up and running. This allows drug addicts to come to the Police Department and if they ask for help the Department will place them into treatment.

Deputy Fire Chief Bill Milby informed the Council that the Red Cross will be back in town on March 12<sup>th</sup>, 2016. Firehouse of God Ministries will be assisting the Red Cross with installing smoke detectors.

Building Inspector- Mark Searing

A motion was made by Alderman Snow, and second by Alderman Schuneman to approve the low bid from Kenneth Crane CPM - 311 Booth Street, Tampico, IL for Building Department renovations in the amount of \$37,700.

Alderman Watts asked if the cost covered the renovations for both locations at City Hall, Mr. Searing said that it was for both locations.

#### **Ward Reports:**

##### **Ward 1**

Alderman Reitzel thanked Police Chief Tammy Nelson for being proactive with the Safe Passage program.

##### **Ward 2**

Alderman Glen Kuhlemier Congratulated the Chamber of Commerce on their 60<sup>th</sup> anniversary dinner. He mentioned Shoulder to the wheel recipients Fire Chief Gary Cook, and RRDA President James Marks. Alderman Kuhlemier also mentioned the passing of former meter maid Ruthie Becker at the age of 92.

Alderman Brian Snow spoke about Percussion-Palooza and thanked all involved in putting it together.

##### **Ward 3**

Alderman Schuneman informed the Council about the passing of former 3<sup>rd</sup> Ward Alderman and businessman Louis Brotheridge. Alderman Schuneman also reminded the Council that the trails committee will be hosting the charrette on March 21<sup>st</sup>, 2016 at 6:00pm in the Community Building.

**Ward 4**

Alderman Watts read aloud and submitted to the Mayor, his letter of resignation. He will leave his seat as 4<sup>th</sup> Ward Alderman on March 31<sup>st</sup>, 2016.

Mayor Wescott respects Mr. Watts for the decision he has made. The acceptance of his resignation will be on the agenda for the next Council meeting. The Mayor asks interested residents to submit a letter to him and whoever is appointed to the seat will serve until the 2017 election. Mayor Wescott said that he will be missed, and thanks him for his service.

Alderman Snow stated that it has been a pleasure to work with Mr. Watts, and he thanked him for all of his work with social media.

Alderman Schuneman said that he will be missed, and his service has been exemplary.

**Mayor's Report:**

Mayor Wescott read aloud his State of the City address. (This address will kept be on file alongside these minutes).

Mayor Wescott reminded the Council that the City of Rock Falls Sesquicentennial Planning Meeting will be held on Monday, March 14<sup>th</sup> @ 6:00 p.m. in the Community Building.

A motion was made by Alderman Snow, and second by Alderman Reitzel to appoint Alderman Glen Kuhlemier Mayor Pro Tem from March 6<sup>th</sup> - 9<sup>th</sup> while the Mayor will be in Washington DC.

**Viva Voce Vote, motion carried**

A motion to Enter executive session for Section 2(c)(21) Review and approval of Closed Session Minutes was made by Alderman Watts and second by Alderman Snow.

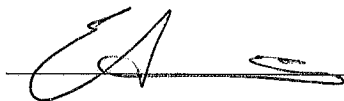
**Vote 7 aye, motion carried**

City Council entered into executive session at 7:21pm

City Council exited executive session at 7:31pm

With nothing else for the good of the Council a motion was made by Alderman Watts, and second by Alderman Reitzel to adjourn the meeting at 7:32pm.

**Viva Voce Vote, motion carried**



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois March 15, 2016

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

Tourism		\$1,584.61
General Fund		\$38,478.11
Tax Increment Financing		\$0.00
Industrial Development		\$0.00
Electric	Electric O & M	\$750,820.43
Broadband Fund		\$0.00
GIS/IT Fund		\$4,612.75
Sewer	Sewer Revenue/O & M	\$561,096.37
Water	Water Revenue/O & M	\$241,739.18
Garbage		\$82.50
Customer Service Center		\$7,940.91
D.U.I. Fund		\$0.00
Drug Fund		\$280.68
Tobacco Grant		\$0.00
Motor Fuel Tax		\$0.00
Customer Utility Deposits		\$462.32
		<u>\$1,607,097.86</u>

Alderman Kuhlemier  
Alderman Watts  
Alderman Logan

DATE: 03/10/2016  
TIME: 16:32:59  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/11/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS	5,886.03	0.49
2528	OUTFRONT MEDIA	15,900.00	1,325.00
2796	U.S. CELLULAR	602.77	82.48
4815	TDG COMMUNICATIONS INC	4,845.00	45.00
	TOURISM		1,452.97
GENERAL FUND			
01	ADMINISTRATION		
172	CITY OF ROCK FALLS	5,886.03	0.49
	ADMINISTRATION		0.49
04	BUILDING		
172	CITY OF ROCK FALLS	5,886.03	16.98
4566	HARRIS COMPUTER SYSTEMS		1,205.42
	BUILDING		1,222.40
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS	5,886.03	134.53
4566	HARRIS COMPUTER SYSTEMS		6,687.90
795	SBM BUSINESS EQUIPMENT CENTER	7,391.38	72.00
	CITY CLERK'S OFFICE		6,894.43
06	POLICE		
172	CITY OF ROCK FALLS	5,886.03	27.20
423	AT&T	16,216.02	415.97
4508	LEXISNEXIS RISK SOLUTIONS	300.00	30.00
4881	SIRCHIE FINGER PRINT LAB	98.77	98.56
683	P. F. PETTIBONE & CO.	426.45	652.25
825	ILLINOIS SECRETARY OF STATE	522.00	101.00
T0002463	YWCA		105.00
	POLICE		1,429.98



INVOICES DUE ON/BEFORE 03/11/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	5,886.03	72.27
4931	MUNICIPAL SYSTEMS INC	9,351.36	1,039.87
	CODE HEARING DEPARTMENT		1,112.14
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	7,035.39	72.21
2451	MENARDS	4,891.21	21.93
4207	O'REILLY AUTOMOTIVE INC	6,778.14	495.98
4827	KELLEY WILLIAMSON COMPANY	6,454.71	247.16
4866	LOESCHER	7,537.11	539.00
4963	CUSTOM PRODUCTS CORP	4,044.76	637.43
5117	NETWORKFLEET, INC	11,391.29	151.60
55	ARAMARK UNIFORM SERVICES, INC.	21,004.77	126.00
	STREET		2,291.31
12	PUBLIC PROPERTY		
2451	MENARDS	4,891.21	139.99
4640	TERRACON CONSULTANTS, INC.	38,772.56	15,613.18
533	ELECTRONICS, INC.	11,120.08	39.00
T0001661	HB WILKINSON TITLE CO, INC	990,500.00	400.00
	PUBLIC PROPERTY		16,192.17
13	FIRE		
1293	CHARLES B. HOLM	300.00	300.00
172	CITY OF ROCK FALLS	5,886.03	13.95
4207	O'REILLY AUTOMOTIVE INC	6,778.14	3.59
423	AT&T	16,216.02	321.56
4385	ILLINOIS FIRE STORE	1,403.46	364.94
4979	ALLIANCES COUNSELING SERVICES	550.00	550.00
5090	COMMUNICATIONS DIRECT INC	15.00	30.00
514	T.D. KURTZ GLASS COMPANY		752.96
638	NFPA	1,395.00	175.00
724	RANDY'S TRUCK REPAIR, INC.	6,215.76	65.92
	FIRE		2,577.92

INVOICES DUE ON/BEFORE 03/11/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
40	HOME GRANT PROGRAMS		
172	CITY OF ROCK FALLS	5,886.03	1.46
	HOME GRANT PROGRAMS		1.46
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1527	RESCO	89,978.62	33,132.87
172	CITY OF ROCK FALLS	5,886.03	5.52
1853	MOORE TIRES INC.	4,190.42	23.50
194	GRUMMERT'S HARDWARE - R.F.	7,035.39	1.10
2244	SCHREINER'S EXPRESS LUBE	623.87	38.62
2611	FISCH MOTORS INC	501.25	86.00
2631	HOUSE'S TRUCK & AUTO REPAIR	33,957.96	578.42
34	ALTORFER INC.	28,581.48	906.88
364	GRUMMERTS HARDWARE - STERLING	1,730.28	151.03
4207	O'REILLY AUTOMOTIVE INC	6,778.14	12.50
437	ILLINOIS MUNICIPAL ELECTRIC	3,507,107.72	365,215.68
440	ILLINOIS MUNICIPAL UTILITIES	7,051.57	548.75
4478	STERLING FENCE COMPANY	4,545.79	85.63
482	JOHNSON OIL CO	1,698.96	78.98
5083	HIGH VOLTAGE EQUIP DIAG INC	10,303.00	3,871.30
5110	KUNES COUNTRY AUTO GROUP	4,021.85	363.78
5117	NETWORKFLEET, INC	11,391.29	322.15
533	ELECTRONICS, INC.	11,120.08	139.00
795	SBM BUSINESS EQUIPMENT CENTER	7,391.38	97.00
	OPERATION & MAINTENANCE		405,658.71
GIS/IT FUND			
22	GIS/IT FUND		
4995	CLOUDPOINT GEOGRAPHICS INC	76,111.67	4,612.75
	GIS/IT FUND		4,612.75
SEWER FUND			
38	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	1,022.03	852.32
172	CITY OF ROCK FALLS	5,886.03	16.81

INVOICES DUE ON/BEFORE 03/11/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
2517	PRAIRIE HILL RDF	10,714.12	809.98
2611	FISCH MOTORS INC	501.25	38.00
2888	CERTIFIED BALANCE & SCALE CORP		2,018.00
4446	MORING DISPOSAL, INC.	333,317.47	750.00
4684	SCHMITT PLUMBING & HEATING INC	1,432.15	723.60
4827	KELLEY WILLIAMSON COMPANY	6,454.71	17.65
4866	LOESCHER	7,537.11	161.61
5105	STANLEY CONSULTANTS, INC.	69,285.57	1,265.11
5117	NETWORKFLEET, INC	11,391.29	113.70
5131	METROPOLITAN INDUSTRIES, INC.	53,395.00	300.00
533	ELECTRONICS, INC.	11,120.08	69.00
651	NICOR	31,739.11	54.23
	OPERATION & MAINTENANCE		7,190.01
WATER FUND			
40	WATER		
4040	ILLINOIS ENVIRONMENTAL	663,587.34	53,749.34
	WATER		53,749.34
48	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	8,494.81	135.00
1449	QUALITY READY MIX	20,922.00	899.75
172	CITY OF ROCK FALLS	5,886.03	7.71
194	GRUMMERT'S HARDWARE - R.F.	7,035.39	28.08
2611	FISCH MOTORS INC	501.25	25.25
2796	U.S. CELLULAR	602.77	257.30
4207	O'REILLY AUTOMOTIVE INC	6,778.14	75.25
4995	CLOUDPOINT GEOGRAPHICS INC	76,111.67	483.75
5117	NETWORKFLEET, INC	11,391.29	132.65
55	ARAMARK UNIFORM SERVICES, INC.	21,004.77	210.07
631	MURRAY & SONS EXCAVATING, INC	92,859.50	480.00
	OPERATION & MAINTENANCE		2,734.81
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/11/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1052	SAUK VALLEY MEDIA	8,494.81	366.06
172	CITY OF ROCK FALLS	5,886.03	110.32
5063	SEDONA STAFFING	45,828.18	1,290.40
	CUSTOMER SERVICE CENTER		1,766.78
DRUG FUND			
56	DRUG ABUSE		
4838	MORRISON VETERINARY CLINIC	14.40	280.68
	DRUG ABUSE		280.68
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003444			18.72
T0003445			13.33
T0003446			46.22
T0003447			86.08
	CUSTOMER UTILITY DEPOSITS		164.35
	TOTAL ALL DEPARTMENTS		509,332.70

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/04/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
176	PETTY CASH	605.32	62.64
795	SBM BUSINESS EQUIPMENT CENTER	7,283.07	69.00
	TOURISM		131.64
GENERAL FUND			
04	BUILDING		
176	PETTY CASH	605.32	17.28
194	GRUMMERT'S HARDWARE - R.F.	6,795.34	7.19
795	SBM BUSINESS EQUIPMENT CENTER	7,283.07	107.00
	BUILDING		131.47
05	CITY CLERK'S OFFICE		
5118	SIKICH, LLP	48,300.00	1,095.00
	CITY CLERK'S OFFICE		1,095.00
06	POLICE		
176	PETTY CASH	605.32	14.16
350	GISI BROS. INC.	7,320.02	59.94
4212	WHITESIDE COUNTY	250.00	50.00
4814	VERONICA JARAMILLO		121.76
5007	GRACE AMMO.COM		628.00
5038	ULINE	80.32	657.40
5096	TREASURER, STATE OF ILLINOIS	115.00	30.00
5097	ILLINOIS STATE POLICE	690.00	180.00
5098	ILLINOIS OFFICE OF THE	690.00	180.00
5110	KUNES COUNTRY AUTO GROUP	3,926.89	94.96
55	ARAMARK UNIFORM SERVICES, INC.	20,615.59	51.00
T0003441	MGIA - IOWA CHAPTER		300.00
	POLICE		2,367.22
10	STREET		
2606	MIKE'S REPAIR SERVICE	903.13	68.94

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/04/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
10	STREET		
2631	HOUSE'S TRUCK & AUTO REPAIR	31,870.43	1,527.76
337	GARAGE DOOR SPECIALISTS	4,696.00	162.00
529	LAWSON PRODUCTS, INC.	2,786.35	188.58
	STREET		1,947.28
12	PUBLIC PROPERTY		
1165	COMPLETE ELECTRICAL CONTR. INC	46,674.25	638.70
	PUBLIC PROPERTY		638.70
13	FIRE		
2451	MENARDS	4,631.29	225.95
325	FOSTER COACH SALES	1,632.74	8.00
395	HILL'S ELECTRIC MOTOR SERVICE	2,722.48	10.62
4207	O'REILLY AUTOMOTIVE INC	6,760.25	17.89
4796	VERIZON WIRELESS	14,056.54	116.33
5032	COMCAST	138.63	19.90
	FIRE		398.69
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	8,226.36	177.45
	BUILDING CODE DEMOLITION FUND		177.45
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1255	VERMEER SALES & SERVICE OF	11,030.25	259.69
1289	CITY OF ROCK FALLS UTILITIES	301,892.06	10,654.54
1527	RESCO	89,121.22	857.40
1581	RICHARD SIMON	1,208.97	350.00
1702	INTERSTATE ALL BATTERY CENTER	1,368.80	108.95
194	GRUMMERT'S HARDWARE - R.F.	6,795.34	32.37
2631	HOUSE'S TRUCK & AUTO REPAIR	31,870.43	559.77

DATE: 03/03/2016  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 03/04/2016

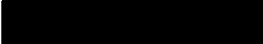
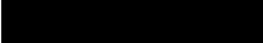

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
283	ANIXTER INC	12,828.32	1,920.00
34	ALTORFER INC.	26,163.97	2,417.51
4148	BHMG ENGINEERS	13,458.00	2,210.00
4544	UPS	172.40	3.73
4626	ENGEL ELECTRIC CO.	28,867.72	18,630.00
4730	FLETCHER-REINHARDT CO	76,071.77	470.72
4832	MCFARLAND CASCADE		9,036.40
5068	CHRISTOPHER MCKNIGHT	400.00	375.00
5142	HEPLER BROOM LLC		6,391.00
529	LAWSON PRODUCTS, INC.	2,786.35	157.27
55	ARAMARK UNIFORM SERVICES, INC.	20,615.59	232.25
795	SBM BUSINESS EQUIPMENT CENTER	7,283.07	91.50
T0000946	BRENT'S UPHOLSTERY	517.60	265.00
T0001661	HB WILKINSON TITLE CO, INC	500.00	290,000.00
T0003438	SUNTRUST BANK	59.72	59.59
T0003443	TRACY BALLARD		79.03
	OPERATION & MAINTENANCE		345,161.72
SEWER FUND			
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	171,467.77	9,419.85
	SEWER		9,419.85
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	301,892.06	18,950.89
176	PETTY CASH	605.32	5.25
2379	STANDARD EQUIPMENT COMPANY	9,735.16	95.37
2656	RIVER CITY FENCING, INC.		435.00
T0001661	HB WILKINSON TITLE CO, INC	500.00	525,000.00
	OPERATION & MAINTENANCE		544,486.51
WATER FUND			
48	OPERATION & MAINTENANCE		
1165	COMPLETE ELECTRICAL CONTR. INC	46,674.25	433.90
1289	CITY OF ROCK FALLS UTILITIES	301,892.06	6,525.40

DATE: 03/03/2016  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 03/04/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	55,301.65	29.95
194	GRUMMERT'S HARDWARE - R.F.	6,795.34	200.49
2451	MENARDS	4,631.29	33.97
364	GRUMMERTS HARDWARE - STERLING	1,718.91	11.37
423	AT&T	15,894.89	321.13
4361	FERGUSON WATERWORKS #2516	118,361.59	1,628.98
4796	VERIZON WIRELESS	14,056.54	38.01
5143	HAWKINS, INC		925.90
55	ARAMARK UNIFORM SERVICES, INC.	20,615.59	105.93
T0001661	HB WILKINSON TITLE CO, INC	500.00	175,000.00
	OPERATION & MAINTENANCE		185,255.03
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	333,234.97	82.50
	GARBAGE		82.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1052	SAUK VALLEY MEDIA	8,226.36	91.00
5063	SEDONA STAFFING	44,795.86	1,032.32
689	PITNEY BOWES GLOBAL	9,195.21	1,710.00
760	ROCK FALLS POSTMASTER	31,744.60	3,500.00
795	SBM BUSINESS EQUIPMENT CENTER	7,283.07	-159.19
	CUSTOMER SERVICE CENTER		6,174.13
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0002022			67.32
T0003442			80.65
T0003443			150.00
	CUSTOMER UTILITY DEPOSITS		297.97
	TOTAL ALL DEPARTMENTS		1,097,765.16



RESOLUTION No. 2016-735

A RESOLUTION CONCERNING THE REVIEW OF CLOSED SESSION MINUTES

BE IT RESOLVED BY THE CITY COUNCIL of the City of Rock Falls, Illinois that minutes of closed Sessions, as listed below by date and subject matter, inclusive, will remain confidential at this time:

<u>DATE</u>	<u>SUBJECT</u>	<u>DATE</u>	<u>SUBJECT</u>
06-02-2015	City Council	06-02-2015	City Council
07-07-2015	City Council	10-8-2015	Personnel
10-20-2015	City Council	11-03-2015	City Council
11-17-2015	City Council	02-16-2016	City Council
02-16-2016	City Council		

PASSED this 15th day of February 2016 \_\_\_\_ Ayes \_\_\_\_ Nays \_\_\_\_ Absent

APPROVED:

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

ATTEST: \_\_\_\_\_  
City Clerk

# PROCLAMATION

## *JUNIOR ACHIEVEMENT DAY*

**WHEREAS**, the City of Rock Falls recognizes Junior Achievement of the Heartland's purpose to inspire and prepare young people to succeed in a global economy.

**WHEREAS**, the City of Rock Falls will observe "**Junior Achievement Day**" on April 7, 2016, as an opportunity to recognize and celebrate Junior Achievement of the Heartland for empowering our young people to own their economic success.

**WHEREAS**, Junior Achievement of the Heartland's educational contribution, equips our young people to become the next generation of productive employees and self-sufficient citizens to ensure the economic prosperity of Rock Falls.

**WHEREAS**, Junior Achievement of the Heartland includes opportunities for educators, parents and community volunteers to connect classroom learning to life after graduation.

**WHEREAS**, it is fitting for Rock Falls to support the goals of Junior Achievement of the Heartland, and we encourage the continuing partnership of business, education, and community in achieving these said goals.

**WHEREAS**, it is fitting for parents, educators, businesses and other members of the community to join the celebration in an effort to ensure the future success and economic health of our young people and the communities in which they live.

**NOW THEREFORE, I**, William B. Wescott, Mayor and the members of the City Council of the City of Rock Falls, Whiteside County, Illinois do hereby proclaim Thursday, April 7, 2016 as "**Junior Achievement Day**" in the City of Rock Falls.

**Passed: March 15, 2016**

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William B. Wescott, Mayor

ATTEST:

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Eric Arduini, City Clerk

**DRAFT**

**ORDINANCE NO.** 2016-2254

**AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF  
LEASE OF AREA ADJACENT TO  
102 WEST 2<sup>ND</sup> STREET FOR THE CONSTRUCTION OF A RAMP**

**WHEREAS**, pursuant to 65 ILCS 5/11-76-1, a municipality has the power to lease real estate held for any purpose whatsoever; and

**WHEREAS**, pursuant to 65 ILCS 5/11-76-2, the City may lease real estate for a term not in excess of twenty (20) years without publication and/or bidding requirements; and

**WHEREAS**, the owners of certain commercial property located at 102 West 2<sup>nd</sup> Street in the City wish to enter into a lease with a corporation for the purpose of a food and beverage establishment open to the public at that location; and

**WHEREAS**, incident to the remodeling process, and in order to make the establishment accessible to members of the public with disabilities, said owners wish to enter into a Lease Agreement with the City for an area of the public sidewalk immediately adjacent to the described premises for purposes of constructing and maintaining a ramp for the use of persons with disabilities to gain access to the establishment; and

**WHEREAS**, the Mayor and the City Council hereby find that entering into a Lease Agreement with the described owners is in the best interests of the City and its residents, in that such Lease Agreement will enable access to the establishment to persons with disabilities which might not otherwise be available, will contribute to the economic development of the City, and the Lease Agreement as to a portion of the public sidewalk will not otherwise impede or inhibit pedestrian traffic flow.

**NOW, THEREFORE**, be it ordained by the Mayor and the City Council of the City of Rock Falls as follows:

1. The statements contained in the preamble paragraphs to this Ordinance are true and correct and are incorporated herein.

2. The Mayor and the City Clerk are authorized and directed to execute on behalf of the City the Lease Agreement in the form attached hereto.

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

4. This Ordinance shall be in full force and effect as of its date of passage, 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 William B. Wescott

ATTEST:

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

Alderman Voting Aye

Alderman Voting Nay

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# DRAFT

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF ROCK FALLS, ILLINOIS, an Illinois municipal corporation, as "Lessor," and BRENT SISSON and TRIRONG KHUNTANGTA of 300 5<sup>th</sup> Avenue, Rock Falls, Illinois, and 221 West 1<sup>st</sup> Street, Dixon, Illinois, respectively, as "Lessees."

1. Lessor does hereby lease to Lessees the real property described on **Exhibit A** attached hereto ("Demised Premises"). The Demised Premises shall be occupied solely by Lessees, for and during a period of twenty (20) years, commencing on the date of execution of this Lease and ending on the 20<sup>th</sup> anniversary of the date of execution of this Lease, upon the terms and conditions set forth herein, and Lessees hereby accept this Lease upon the following terms and conditions:

(a) The sole and exclusive use of the Demised Premises by Lessees shall be to construct and maintain a ramp for persons with disabilities adjacent to the commercial property owned by Lessees located at 102 West 2<sup>nd</sup> Street, Rock Falls, Illinois, 61071;

(b) The ramp shall be constructed in accordance with all applicable state and federal law, in addition to any such requirements for the construction of such ramps under the codes of the City of Rock Falls, and plans for such ramp shall be subject to approval by the City Building Inspector prior to commencement of construction;

(c) The ramp shall be constructed and maintained for purposes of providing customer access to the business premises located at 102 West 2<sup>nd</sup> Street in the City, and use of the Demised Premises for any other purpose whatsoever shall constitute an event of default under this Lease Agreement.

2. Lessor may terminate this Lease upon sixty (60) days prior written notice to Lessees of Lessor's decision to terminate, for any of the following reasons:

- (a) Breach of any material term of this Lease;
- (b) Use of the Demised Premises for any other purpose other than access to the described commercial property for business purposes by persons with disabilities;
- (c) Cessation of the use of the premises located at 102 West 2<sup>nd</sup> Street as a place of business open to the public;
- (d) Any other change in circumstance which renders the contemplated use of the Demised Premises no longer effective or appropriate.

3. Lessees shall pay to Lessor as rent for the Demised Premises the sum of TWENTY DOLLARS (\$20.00), payable in annual installments of \$1,00 on the first day of each May during the term of this Lease Agreement.

4. Lessees agree that at all times during their occupancy of the Demised Premises, they shall maintain and keep the Demised Premises in good condition and suitable for the purpose of permitting access to persons with disabilities to the described place of business. Lessees shall be responsible for all maintenance required to keep the Demised Premises in such condition.

5. There shall be no alterations to the Demised Premises other than construction of the described ramp without the prior written consent of Lessor, which may be given or withheld in Lessor's sole and absolute discretion.

6. The neglect or failure of Lessees to comply with the terms, conditions and covenants under this Lease shall constitute a forfeiture of all rights of Lessees under this Lease, and further use of the Demised Premises after such forfeiture by Lessees shall be deemed, held, and taken as a forcible detainer thereof by Lessees.

7. Any notice given by either Lessor or LesseeS under this Lease shall be effective if said notice is communicated in writing and served personally or by certified mail, return receipt requested, at the following addresses:

LESSOR: City of Rock Falls  
Attn: City Administrator  
603 West 10th Street  
Rock Falls, IL 61071

LESSEES: Brent Sisson  
300 5<sup>th</sup> Avenue  
Rock Falls, IL 61071

8. The foregoing covenants shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

9. Lessees shall not assign this Lease or any portion thereof, nor sublet the Demised Premises or any part thereof, without the prior written approval of Lessor, which may be given or withheld in Lessor's sole and absolute discretion.

10. At all times during the term of this Lease Agreement, Lessees shall, at their sole expense, maintain liability insurance insuring both Lessees and Lessor against claims in any manner arising from use of the Demised Premises.

11. Lessees shall hold harmless and indemnify Lessor against all lawsuits, demands, claims and judgments, liens, costs and expenses resulting from Lessees' use of the Demised Premises.

12. Any amendment to the terms of this Lease Agreement must be by a written instrument executed by all parties.

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

LESSOR: CITY OF ROCK FALLS, ILLINOIS,  
an Illinois municipal corporation,

By \_\_\_\_\_  
Mayor

ATTEST:

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

LESSEES: BRENT SISSON

\_\_\_\_\_

LESSEES: TRIRONG KHUNTANGTA

\_\_\_\_\_



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

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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. 2016-2253

AN ORDINANCE ADOPTING REVISED ZONING MAP

WHEREAS, the City of Rock Falls has caused to be prepared a revised and corrected zoning map reflecting the current zoning status and classification of all lands and properties which are within the limits of the City of Rock Falls; and

WHEREAS, attached hereto is the revised and updated zoning map created pursuant to said direction, and the same should be adopted as the official zoning map of the City of Rock Falls effective as of March 15<sup>th</sup>, 2016

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Rock Falls that;

Section 1. The document attached hereto identified as Revision March 1, 2016 and labeled as Exhibit A is hereby adopted as the revised and updated official map of the City of Rock Falls, effective March 15<sup>th</sup>, 2016 said map reflecting the zoning classification status of all land and properties which are currently within the limits of the City of Rock Falls.

Section 2. All prior versions of zoning maps are hereby declared to be no longer valid, and the document attached hereto, and true and accurate copies thereof, shall serve as the official map of the City until further revisions and changes are made pursuant to action of the City Council.

Section 3. All ordinances in conflict herewith are hereby repealed.

Section 4. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unenforceable or invalid, then such holding or finding of unenforceability or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 5. This ordinance shall be effective upon its adoption and publication in pamphlet form.

Passed this 15<sup>th</sup> day of March 2016.

---

William B Wescott, Mayor

ATTEST:

---

Eric Arduini, City Clerk



RESOLUTION NO. 2016 - 737

**RESOLUTION AUTHORIZING REPAYMENT OF LOAN  
TO THE WORKING CASH FUND OF ELECTRIC UTILITY DEPARTMENT**

WHEREAS, the City of Rock Falls purchased real estate consisting of approximately forty-five (45) acres in 1999, the purpose of which purchase was for the expansion of the Industrial Park of the City; and

WHEREAS, the City of Rock Falls has now 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, for the purchase of a parcel of real estate consisting of approximately thirty (30) acres located in the northeast corner of the intersection of Illinois Route 40 and Interstate 88; and

WHEREAS, as part of the consideration for the Schmitt parcel, the City of Rock Falls has agreed to convey to the Sellers the forty-five (45) acre parcel purchased in 1999; and

WHEREAS, the loan from the electric utility department for the purchase of the approximately forty-five (45) acre parcel in 1999 for expansion of the Industrial Park has yet to be repaid; and

WHEREAS, the City Council wishes to make provision for repayment of the described loan from the electric utility department from the ultimate sale of the Schmitt parcel acres as herein described, on the terms and conditions outlined below.

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

1. The recitals and the preamble hereto are incorporated into and made a part of this Resolution and are found to be true and correct.

2. The amount of the loan made from the electric utility fund in 1999 shall be repaid to the electric utility fund from the general fund upon the following terms and conditions:

3. The general fund shall repay to the electric utility fund the amount loaned in 1999 plus interest at the rate of one percent (1%) per annum, commencing as of the effective date of this Resolution, with repayment to be made on the earlier of: (1) sale of the real estate to be acquired from Schmitts; or (2) three (3) years from the effective date of this Resolution. All prior accrued interest incident to the 1999 loan from the electric utility fund is hereby deemed waived.

4. This resolution shall be effective upon its adoption and passage.

5. All prior resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

6. This resolution shall be in full force and effect from and after its passage and approval.

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

---

Mayor

ATTEST:

---

City Clerk



RESOLUTION NO. 2016-736

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT  
TO CASH SALE REAL ESTATE SALE CONTRACT

WHEREAS, the CITY OF ROCK FALLS (Seller) and EDUARDO TRUJILLO (Buyer) previously entered into a cash real estate contract dated February 12, 2015, providing for the sale by Seller and purchase by Buyer of certain real estate commonly described as 606 East Fourth Street, Rock Falls, Illinois, as more fully described in the cash sale real estate contract; and

WHEREAS, said cash sale real estate contract provides in paragraph 16 that Buyer shall correct all deficiencies in the structure, so as to make the structure compliant with all applicable building codes and or property maintenance codes on or before January 30, 2016, to the reasonable satisfaction of the City of Rock Falls Building Inspector; and

WHEREAS, Buyer has determined that it cannot complete correction of the deficiencies in the structure by January 30, 2016, although substantial progress has been made; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its residence to authorize the Mayor to execute and the City Clerk to attest an amendment to the cash sale real estate contract in the form hereto attached as Exhibit A, to extend the completion date to June 30, 2016.

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

**SECTION 1:** The Mayor is hereby authorized to sign, and the City Clerk is hereby authorized to attest, the amendment to cash sale real estate contract in the form attached hereto as Exhibit A.

**SECTION 2:** The Mayor and the City Clerk are hereby authorized to execute whatever further documentation or notification as may be necessary to effect the purpose of the

amendment, in order to provide Buyer with an extension of time to June 30, 2016, to complete remediation of the subject structure.

**SECTION 3:** All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

**SECTION 4:** Be it further resolved that this Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

**SECTION 5:** This Resolution read and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

Aye

Nay

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

AMENDMENT TO CASH SALE REAL ESTATE CONTRACT

This Agreement is made as of this \_\_\_ day of March, 2016 by and between the CITY OF ROCK FALLS, a municipal corporation, Seller, and EDUARDO TRUJILLO, Buyer, as follows:

WHEREAS, Seller and Buyer have entered into a Cash Sale Real Estate Contract dated February 12, 2015 providing for the sale by Sellers and purchase by Buyer of certain real estate as described therein;

WHEREAS, said Cash Sale Real Estate Contract provides that Buyer agrees that Buyer shall correct all deficiencies in the structure, so as to make the structure compliant with all applicable building and/or property maintenance codes on or before January 30, 2016;

WHEREAS, Buyer has determined that it cannot correct the deficiencies in the structure by January 30, 2016,

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties do hereby agree to amend the Cash Sale Real Estate Contract heretofor existing between them by amendment of a portion of paragraph 16 (a) thereof so that sentence No. 6 of paragraph 16 (a), is amended to read as follows:

“In conjunction therewith, Buyer agrees that Buyer shall correct all deficiencies in the structure, so as to make the structure compliant with all applicable building and/or property maintenance codes on or before June 30, 2016, to the reasonable satisfaction of the building inspector of the City of Rock Falls.”

Except as amended by this document, the Cash Sale Real Estate Contract between the parties dated February 12, 2015 shall be and remain in full force and effect.

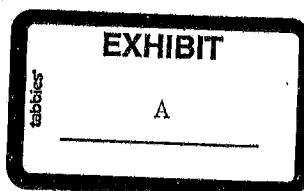
CITY OF ROCK FALLS

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

\_\_\_\_\_  
Eduardo Trujillo

ATTEST:

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



TO: H.B. Wilkinson Title Company, Escrow Agent

Reference is made to the certain " Agreement for Delivery to An Escrow Agent and the holding by said Escrow Agent of a deed of conveyance of title to Real Estate in accordance with and subject to the terms of this Escrow Agreement" dated March 25, 2015 by and among the CITY OF ROCK FALLS, ILLINOIS, as Seller, EDUARDO TRUJILLO of Rock Falls, Illinois as Buyer, and H.B. WILKINSON TITLE COMPANY as escrow agent.

Attached hereto is a copy of an Amendment to Cash Sale Real Estate Contract by which the Seller and Buyer have amended the terms of the sale agreement between them to extend the time by which Buyer is permitted to conform to the conditions governing building and construction codes of the City of Rock Falls. As a result of the Amendment to Cash Sale Real Estate Contract, the obligations of Escrow Agent pursuant to paragraph 4 of that Escrow Agreement are also revised so that the date by which certification is to be received is extended to and through June 30, 2016.

Please acknowledge receipt of this notification and of the extension of the date for certifications to be supplied to you.

CITY OF ROCK FALLS, ILLINOIS

By: \_\_\_\_\_  
Mark Searing, Building Official

ESCROW AGENT

H.B. Wilkinson Title Company

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



FERGUSON WATERWORKS #2521  
 1720 STATE ST  
 DEKALB, IL 60115-2617

Deliver To: ryan.raupp@ferguson.com  
 From: Ryan Raupp  
 Comments:

17:38:04 FEB 03 2016

FERGUSON WATERWORKS #2516

Price Quotation  
 Phone : 815-756-2800  
 Fax : 815-756-2877

Page # 1

**Bid No.....:** B062473

**Bid Date.....:** 02/03/16

**Quoted By.:** RDR

**Cust** 815-622-1106

**Terms.....:** NET 10TH PROX

**Customer:** CITY OF ROCK FALLS  
 603 W 10TH ST  
 ROCK FALLS, IL 61071

**Ship To:** CITY OF ROCK FALLS  
 603 W 10TH ST  
 ROCK FALLS, IL 61071

**Cust PO#....:**

**Job Name:** 8TH AVE OPTION 2

Item	Description	Quantity	Net Price	UM	Total
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	300	17.700	FT	5310.00
DR18BP20	20 C905 DR18 CL235 PVC GJ BLUE PIPE	40	47.900	FT	1916.00
AFC2512MMLAOL	12 MJ RW DI OL GATE VLV L/A	3	1878.247	EA	5634.74
DVBLIDW	TYLER VLV BX LID WTR DOM	4	18.090	EA	72.36
DVBSBS36	36 SC VLV BX BOT 6850 DOM	4	101.260	EA	405.04
DVBSTS26	26 SC VLV BX TOP SECT DOM	4	105.320	EA	421.28
WWB67SOL6MJ5SYEL	WB67 HYD 7532/5" 5'0 OL 16B YELL	1	2377.440	EA	2377.44
AFC2506MMLAOL	6 MJ RW DI OL GATE VLV L/A	1	711.145	EA	711.15
DMJSHAU24	DOM 6X24 MJ C153 SWVL HYD ADPT	2	249.010	EA	498.02
DMJTLA12	DOM 12 MJ C153 TEE L/A	1	643.060	EA	643.06
DMJ4LA12	DOM 12 MJ C153 45 BEND L/A	8	397.020	EA	3176.16
DMJSP12	DOM 12 MJ C153 SLD PLUG	2	193.835	EA	387.67
DMJTLA12U	DOM 12X6 MJ C153 TEE L/A	1	461.330	EA	461.33
CTWAB	WTR TRCR WIRE ACC BX	1	32.100	EA	32.10
C1245BEHS500	12GA 45MM 500 FT COP TRCR WIRE BLUE	1	146.950	EA	146.95
PPECS1220	12X20 PE CASING SPACER	6	61.730	EA	370.38
	CCI PART NUMBER CSC8-1220-CR				
	12"X20" CARBON STEEL SPACERS				
SP-CESW1220	12X20 ESW END SEAL	2	63.305	EA	126.61
PPP12K	12X2'0 PEXPE CL BT DI SPL	4	173.775	EA	695.10
E111200	12 MEGALUG F/ DI	8	89.608	EA	716.86
E2012PV	12 MEGALUG F/ C900/IPS PVC	21	110.238	EA	2315.00
MJGA12	12 MJ GSKT	29	8.585	EA	248.97
MJTHBNFP	3/4X4 MJ T-BLT & NUT	232	1.897	EA	440.10
E2006PV	6 MEGALUG F/ C900/IPS PVC	4	36.938	EA	147.75
MJGAU	6 MJ GSKT	4	4.340	EA	17.36
MJTHBNFN	3/4X3-1/2 MJ T-BLT & NUT	24	1.850	EA	44.40



FERGUSON WATERWORKS #2516

Price Quotation

Page # 2

Phone : 815-756-2800

Fax : 815-756-2877

17:38:04 FEB 03 2016

**Reference No:** B062473

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<b>Net Total:</b>	\$27315.83
<b>Tax:</b>	\$0.00
<b>Freight:</b>	\$0.00
<b>Total:</b>	\$27315.83

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html).  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.