

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin D. Blackert
815-564-1366



City Clerk
Eric Arduini
815-622-1104

City Treasurer
Kay Abner
815-622-1100

City Council Agenda Rock Falls Council Chambers December 6th, 2016 6:30 p.m.

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

Presentations:

1. MWM Consulting Group - Dan Colby - FY 2016 Actuarial reports of OPEB, Police Pension, and Fire Pension.

Community Affairs:

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

Consent Agenda:

1. Approve the Minutes of the November 15th, 2016 Regular Council Meeting.
2. Approval of bills as presented.

Ordinance First Reading:

1. Approval of **Ordinance 2016-2292** Amending Municipal Code Chapter 2, Article VII, Division 3 - Duties of the City Clerk
2. Approval of **Ordinance 2016-2293** Amending Municipal Code Chapter 2, Article VII, adding Division 5.5 creating the office of City Collector.
3. Adoption of **Ordinance 2016-2295** adding Subsection 108 to Section 18-120- Stop Intersections Designated for the corner of Lindy Avenue and West 19th Street.

Ordinance Second Reading / Adoption:

1. Adoption of **Ordinance 2016-2287** Tax abatement for debt service on \$1,555,000 General Obligation Alternate Bonds (Electric System Alternate Revenue Source) Series 2010
2. Adoption of **Ordinance 2016-2288** Tax abatement for debt service on \$720,000 General Obligation Alternate Bonds (MFT Alternate Revenue Source) Series 2012
3. Adoption of **Ordinance 2016-2289** Tax abatement for debt service on \$2,427,000 G.O. Debt Certificates Series 2016.
4. Adoption of **Ordinance 2016-2290** Tax abatement for debt service on \$2,115,000 General Obligation Alternate Bonds (Alternate Revenue Source) Series 2016
5. Adoption of **Ordinance 2016-2291** FY16 Property Tax Levy
6. Adoption of **Ordinance 2016-2294** Authorizing Lease of Real Estate in the Glen's Garden Subdivision for farming.
7. Adoption of **Ordinance 2016-2296** authorizing lease agreements for buildings upon lot 2 of Glen's Garden subdivision.
8. Adoption of **Ordinance 2016-2297** disposal of surplus property - pumps and parts from pump station remodel.

City Administrator Robbin D. Blackert:

1. Approval of Ordinance Committee recommendation of **Resolution 2016-753** governing the reimbursement of travel expenses for City Officers and Employees.
2. Approval of the Collection Services Agreement with ONLINE Collections - P.O. Box 1489 Winterville NC.
3. Rock Falls Broadband discussion
4. Seeking approval for conveyance of the right of way upon acceptance by owner to pay City's expenses for the conveyance at 310 Ada Street.
5. Approval of the recommendation by the Electric Committee of proceeding with funding options for the fiber optic buildout using general funds as the alternate revenue source.
6. Update on Comcast VOIP and internet.

Information/Correspondence:

Eric Arduini, City Clerk

1. Filing Dates for the April 4th Consolidated Election are December 12th through December 19th, 2016.
2. Approval of the cash farm lease with Ted Jacobs for one year of the farmland in the Glen's Garden subdivision at \$178.00/acre for 57.5 acres.
3. Approval of the lease agreement with Martin & Company Excavating for lease of a building on lot 2 of Glen's Garden Subdivision in the amount of \$500.00 per month.

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
Street Department- Larry Spinka
Water – Ted Padilla

1. Approval of the recommendation from the Public Works Committee for repairs to booster pump #3 by Layne 721 W. Illinois Avenue, Aurora, IL. 60506 in the amount of \$13984.50.

Tourism – Janell Loos
Utility Office – Diane Hatfield

Ward Reports:

Ward 1	Ward 2	Ward 3	Ward 4
Ald. Reitzel	Ald. Kuhlemier	Ald. Schuneman	Ald. Folsom
Ald. Logan	Ald. Snow	Ald. Kleckler	

Mayor’s Report:

1. iFiber request consideration.
2. Consolidated Dispatch update.

Executive Session:

Any action taken from Executive Session:

Adjournment:

Next City Council Meeting 12-20-2016

Posted 12-2-2016-2016
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

November 15TH, 2016

6:00pm Public Hearing For approval of a proposed tax levy increase:

Mayor Wescott called the Public meeting to order at 6:00pm. Aldermen Daehle Reitzel, George Logan Jr., Brian Snow, Glen Kuhlemier, Jim Schuneman, Rod Kleckler, and Lee Folsom were present along with City Administrator Robbin Blackert, Mayor Bill Wescott, and City Clerk Eric Arduini. City Attorney Jim Reese joined 10 minutes later.

City Administrator Blackert reviewed, and explained the items which make up the City portion of the tax levy. Option 4 was decided by the Council at the previous meeting. It will raise the City portion of the tax levy by 16.12% funding at the actuarial recommended amounts for Police and Fire Pensions. This option also uses \$126,621 of rural fire funds to help fund the fire pension. 51% of the Rock Falls portion of the tax bill goes to police and fire pensions. The median home price is \$71,000 this would be an increase of around \$65.00. The funding amount of the Fire pension obligation for the City has increased 1861.18% and the Police pension obligation has increased 246% in the past 10 years.

Mayor Wescott added that if the municipality does not meet its obligation in funding these pensions, there are rules in Illinois which would allow the pension boards to notify the Department of revenue to make the pensions whole. The money would be diverted from the city funds, and could lead to reduction in services for the residents.

Ed Mulvaney was the only member of the public to speak at the meeting and he suggested that the City and County could have better coordination for their public hearings as the County meeting is held the same night a half hour later. He would suggest that for an explanation the city use EAV instead of median home values. Mr. Mulvaney informed the Council that through his work at the St Vincent DePaul food bank he sees the families already struggling in the community. Some of these families are renters, but if the landlords have to pay more in taxes, this cost will be handed down to the renters. In the past year 213 Rock Falls families have received \$11,000 in utility assistance, and 1320 families have come for food. He hopes the City thinks about who will have to foot this bill.

6:30 Regular Council Meeting

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. November 15th, 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 Folsom. In addition City Attorney Jim Reese was present.

Presentation:

Carla Pascal, Senior manager at Sikich LLP gave a report to the City Council discussing the 5 reports produced for the City in the conclusion of the FY 2016 audit. Mrs. Pascal remarked on the changes of the new GASB 68 and GASB 71 rules. The liabilities of the Fire and Police pensions, and how percentage changes in the assumption of investment returns can change the liability were illustrated. Mrs. Pascal commended the City for making the journal adjustments

for the first time this year. This process should go easier in the future. She reviewed the issues found and spelled out in the report to the City Council.

Alderman Kuhlemier remarked that Sikich delivered a very comprehensive report, and they could be considered the financial police for the city. Alderman Kuhlemier made a motion to approve the FY16 Audit, second by Alderman Folsom

Vote 7 aye, motion carried

Consent Agenda:

The Consent agenda was read aloud by Clerk Arduini. A motion to approve the consent agenda by omnibus designation was made by Alderman Snow, and second by Alderman Schuneman.

1. Approve the Minutes of the November 1st, 2016 Regular Council Meeting.
2. Approval of bills as presented.
3. Proclamation - Brayden Hamblen 2016 Class 1A IHSA State Champion
4. Proclamation - Small Business Saturday November 26th, 2016
5. Approval of **Resolution 2016-751** MFT General Maintenance
6. Approval of **Resolution 2016-752** Obligation Retirement Resolution for MFT Alternate Bond Series 2012

Vote 7 aye, motion carried

Ordinance First Reading:

Clerk Arduini read aloud the following ordinances and a motion was made by Alderman Kuhlemier, and second by Alderman Snow to approve them as read.

1. Approval of **Ordinance 2016-2287** Tax abatement for debt service on \$1,555,000 General Obligation Alternate Bonds (Electric System Alternate Revenue Source) Series 2010
2. Approval of **Ordinance 2016-2288** Tax abatement for debt service on \$720,000 General Obligation Alternate Bonds (MFT Alternate Revenue Source) Series 2012
3. Approval of **Ordinance 2016-2289** Tax abatement for debt service on \$2,427,000 G.O. Debt Certificates Series 2016.
4. Approval of **Ordinance 2016-2291** 2016 property tax levy

Viva voce vote, motion carried

A motion was made by Alderman Kuhlemier, and second by Alderman Schuneman to approve the first reading of **Ordinance 2016-2290** Tax abatement for debt service on \$2,115,000 General Obligation Alternate Bonds (Alternate Revenue Source) Series 2016.

Viva Voce Vote, motion carried (Alderman Reitzel recused himself from this vote)

Information/Correspondence:

City Engineer Brian Frickenstein gave an update to the Council about the progress of the Riverfront Park. Phase I is complete, and came in at a total of \$611,380 which is \$20,000 under the engineer's estimate. Phase II is underway with the bench seating, venue foundation, controller building foundation, and many vendor pads complete. The lighting is going ahead, and some of the lights are on now.

The Route 30 Bridge over the Rock River is now open for traffic.

Department Heads:

Water Department

Water Superintendent Ted Padilla reported that city crews have finished the first part of replacing the piping on filter one and two. There was a pipe that needed reworked, and a local contractor did an outstanding job. All three filters should be back online by Thanksgiving.

Tourism

Tourism Director Janell Loos reminded the Council that Hometown Holidays is November 17th- 19th 2016. The Parade on Saturday starts in Sterling at 1:00pm. There are room blocks available for the Hometown Holidays and Thanksgiving for families returning to Rock Falls. The specials are available at the Tourism website at www.visitrockfalls.com. A new "Twin City Treasure Tour" rack card has been produced for the hotels, and regional kiosks.

Ward Reports:

Ward 2:

Alderman Snow reminded residents to check their smoke alarms, and wishes everyone a Happy Thanksgiving.

Ward 3:

Alderman Schuneman congratulated Braydon Hamlin on his state championship.

Alderman Kleckler asked about the status of the Limestone Building. Adm. Blackert informed him that the State legal department is still reviewing the intergovernmental agreement.

Ward 4:

Alderman Folsom wishes everyone a Happy Thanksgiving.

Mayor's Report:

Mayor Bill Wescott spoke about the Sesquicentennial celebration that will be held July 29th- through August 6th. There is still a lot of work to get done, and the committee is working on a final schedule, and budget. The Tourism committee has recommended moving \$20,000 to the event. A motion for the transfer of funds was made by Alderman Snow and second by Alderman Kuhlemier.

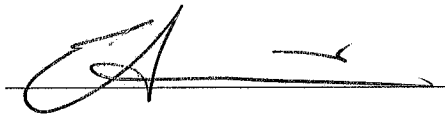
Vote 7 aye, motion carried

Mayor Wescott informed the committee that Rock Falls was honored with the IMEA "Municipal Electric Agency of the Year" award at the meeting on November 4th. It is reflective on the reliability, affordability, and the quality of the department's staff. The City has won the "Municipal Generation of the Year" award in the past.

Mayor Wescott encourages everyone to visit the businesses downtown during Hometown Holidays. New this year there will be five businesses that will offer a chance to sign up to win \$1000. The winner will be announced at the love light tree, and the winning ticket will be delivered by drone. Mayor Wescott instructed any Aldermen wanting to ride in the Twin City Holiday Parade to meet at the fire station at noon on Saturday.

With nothing else for the good of the Council a motion was made by Alderman Folsom and second by Alderman Reitzel to adjourn the meeting at 7:09pm.
Viva Voce Vote, motion carried

Meeting is adjourned at 7:09pm

A handwritten signature in black ink, appearing to be 'EA', written over a horizontal line.

Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois December 6, 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:

Sesquicentennial Fund		\$170.00
Tourism		\$2,307.59
General Fund		\$226,501.65
Tax Increment Financing		\$889,784.82
Industrial Development		\$0.00
Electric	Electric O & M	\$456,764.49
Broadband Fund		\$1,212.09
GIS/IT Fund		\$1,650.00
Sewer	Sewer Revenue/O & M	\$28,526.88
Water	Water Revenue/O & M	\$17,445.96
Garbage		\$82.50
Customer Service Center		\$2,369.29
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$65.00
Motor Fuel Tax		\$466.43
Customer Utility Deposits		<u>\$1,627,346.70</u>

Alderman Kuhlemier
Alderman Logan
Alderman Kleckler

DATE: 12/01/2016
 TIME: 08:59:33
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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/02/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
689	PITNEY BOWES GLOBAL	7,765.20	2.35
	TOURISM		2.35
GENERAL FUND			
01	ADMINISTRATION		
1493	WILLIAM & MARY COMPUTER CENTER	33,831.78	155.00
3005	CAPTAIN'S CABIN, INC.		17,395.00
4310	PITNEY BOWES	3,053.39	500.00
4744	RISE BROADBAND	5,466.70	19.71
4834	GARY R CAMPBELL	490.75	50.95
5148	RETAIL ATTRACTIONS LLC	35,120.00	3,600.00
689	PITNEY BOWES GLOBAL	7,765.20	0.88
795	SBM BUSINESS EQUIPMENT CENTER	4,667.86	19.71
	ADMINISTRATION		21,741.25
02	CITY ADMINISTRATOR		
4744	RISE BROADBAND	5,466.70	23.65
689	PITNEY BOWES GLOBAL	7,765.20	1.45
	CITY ADMINISTRATOR		25.10
03	PLANNING/ZONING		
689	PITNEY BOWES GLOBAL	7,765.20	59.32
	PLANNING/ZONING		59.32
04	BUILDING		
4744	RISE BROADBAND	5,466.70	47.30
689	PITNEY BOWES GLOBAL	7,765.20	11.15
829	SELF HELP ENTERPRISE	599.00	45.00
	BUILDING		103.45

INVOICES DUE ON/BEFORE 12/02/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
2985	WALMART COMMUNITY/GEMB	4,292.95	8.40
4744	RISE BROADBAND	5,466.70	67.01
626	MUNICIPAL CLERKS OF ILLINOIS	70.00	120.00
689	PITNEY BOWES GLOBAL	7,765.20	87.46
795	SBM BUSINESS EQUIPMENT CENTER	4,667.86	50.07
	CITY CLERK'S OFFICE		332.94
06	POLICE		
1448	IL DEPT OF CENTRAL MGMT SERV	1,674.72	279.12
2985	WALMART COMMUNITY/GEMB	4,292.95	127.38
332	FYR-FYTER, INC.	964.55	28.45
4212	WHITESIDE COUNTY	200.00	50.00
4744	RISE BROADBAND	5,466.70	98.55
5047	SANTANDER LEASING LLC	51,102.04	34,384.56
55	ARAMARK UNIFORM SERVICES, INC.	14,487.26	58.66
689	PITNEY BOWES GLOBAL	7,765.20	17.91
795	SBM BUSINESS EQUIPMENT CENTER	4,667.86	95.52
	POLICE		35,140.15
07	CODE HEARING DEPARTMENT		
1493	WILLIAM & MARY COMPUTER CENTER	33,831.78	155.00
689	PITNEY BOWES GLOBAL	7,765.20	24.81
	CODE HEARING DEPARTMENT		179.81
10	STREET		
110	BONNELL INDUSTRIES, INC.	7,977.93	2,218.76
1224	AIRGAS USA LLC	4,982.76	51.72
194	GRUMMERT'S HARDWARE - R.F.	5,440.70	35.05
2451	MENARDS	3,856.62	72.20
2611	FISCH MOTORS INC	865.00	68.00
2631	HOUSE'S TRUCK & AUTO REPAIR	21,351.15	4,600.00
2771	PAETEC	1,890.05	75.64
2985	WALMART COMMUNITY/GEMB	4,292.95	72.13
4207	O'REILLY AUTOMOTIVE INC	4,616.46	242.08
4656	THOMPSON TRUCK AND TRAILER	898.85	39.59

DATE: 12/01/2016
TIME: 08:59:33
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/02/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
4744	RISE BROADBAND	5,466.70	23.65
4773	QUALITY CHEMICAL CO MIDWEST	13,090.47	886.67
5141	CINTAS CORPORATION	1,971.84	40.19
529	LAWSON PRODUCTS, INC.	2,638.64	221.39
55	ARAMARK UNIFORM SERVICES, INC.	14,487.26	246.93
689	PITNEY BOWES GLOBAL	7,765.20	0.10
	STREET		8,894.10
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	5,440.70	17.88
2985	WALMART COMMUNITY/GEMB	4,292.95	22.22
4136	ILLINOIS EPA	19,139.00	72,932.09
423	AT&T	13,195.36	233.06
	PUBLIC PROPERTY		73,205.25
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	5,440.70	87.04
2756	EMERGENCY MEDICAL PRODUCTS	837.30	101.70
2985	WALMART COMMUNITY/GEMB	4,292.95	165.59
350	GISI BROS. INC.	5,995.50	90.17
4041	OSF SAINT ANTHONY MEDICAL CNTR		48.00
4207	O'REILLY AUTOMOTIVE INC	4,616.46	38.94
4664	STAPLES BUSINESS ADVANTAGE	1,102.66	58.97
4702	JOHNSON APPLIANCE REPAIR	208.98	70.00
4744	RISE BROADBAND	5,466.70	23.65
4796	VERIZON WIRELESS	10,325.97	125.37
5032	COMCAST	119.40	19.90
638	NFPA	1,480.00	175.00
689	PITNEY BOWES GLOBAL	7,765.20	5.01
795	SBM BUSINESS EQUIPMENT CENTER	4,667.86	21.00
	FIRE		1,030.34
40	HOME GRANT PROGRAMS		
689	PITNEY BOWES GLOBAL	7,765.20	1.31
	HOME GRANT PROGRAMS		1.31

DATE: 12/01/2016
 TIME: 08:59:33
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 12/02/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	2,812.50	186.75
	BUILDING CODE DEMOLITION FUND		186.75
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
2985	WALMART COMMUNITY/GEMB	4,292.95	43.80
	EMPLOYEE GROUP INS		43.80
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	4,982.76	98.33
1527	RESCO	28,211.90	14,114.00
1604	NEW PIG CORPORATION	787.34	435.58
194	GRUMMERT'S HARDWARE - R.F.	5,440.70	121.71
2771	PAETEC	1,890.05	161.84
31	ALTEC INDUSTRIES, INC.	5,899.64	482.00
34	ALTORFER INC.	71,978.58	891.38
4148	BHMG ENGINEERS	7,500.00	1,250.00
4447	FRANK'S SMALL ENGINE REPAIR	161.75	379.59
4626	ENGEL ELECTRIC CO.	20,958.48	121.10
4730	FLETCHER-REINHARDT CO	39,084.63	142.36
4744	RISE BROADBAND	5,466.70	523.71
55	ARAMARK UNIFORM SERVICES, INC.	14,487.26	217.47
555	ARAMARK		1,345.76
689	PITNEY BOWES GLOBAL	7,765.20	4.99
690	PLAINWELL BRASS, INC.	3,156.06	146.16
825	ILLINOIS SECRETARY OF STATE	206.00	8.00
	OPERATION & MAINTENANCE		20,443.98
SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	5,440.70	17.07
200	COM ED	1,011.38	144.18
2451	MENARDS	3,856.62	573.70
2985	WALMART COMMUNITY/GEMB	4,292.95	331.29

INVOICES DUE ON/BEFORE 12/02/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
34	ALTORFER INC.	71,978.58	41.95
4655	WHEELHOUSE, INC.	6,136.34	1,350.00
4744	RISE BROADBAND	5,466.70	23.65
5022	AIMS MECHANICAL, LLC	594,272.00	8,804.00
5141	CINTAS CORPORATION	1,971.84	60.97
555	ARAMARK		358.94
631	MURRAY & SONS EXCAVATING, INC	123,004.49	2,120.00
689	PITNEY BOWES GLOBAL	7,765.20	5.68
	OPERATION & MAINTENANCE		13,831.43
WATER FUND			
40	WATER		
2851	FASTENAL COMPANY	747.43	114.84
4361	FERGUSON WATERWORKS #2516	85,065.68	3,166.13
67	B & D SUPPLY CO.	3,606.40	3.71
	WATER		3,284.68
48	OPERATION & MAINTENANCE		
1740	VIKING CHEMICAL CO	6,477.40	977.60
194	GRUMMERT'S HARDWARE - R.F.	5,440.70	62.96
2606	MIKE'S REPAIR SERVICE	2,853.58	300.96
2771	PAETEC	1,890.05	79.44
2847	PDC LABORATORIES, INC.	2,097.40	124.00
2851	FASTENAL COMPANY	747.43	383.44
2985	WALMART COMMUNITY/GEMB	4,292.95	52.05
34	ALTORFER INC.	71,978.58	187.81
4141	JEFF BEHRENS EXCAVATING	23,395.00	1,400.00
4207	O'REILLY AUTOMOTIVE INC	4,616.46	62.99
423	AT&T	13,195.36	321.66
4361	FERGUSON WATERWORKS #2516	85,065.68	4,466.74
4528	MODERN SHOE SHOP	1,846.92	197.99
466	J & K LOCKSMITH SERVICE	653.00	127.00
4744	RISE BROADBAND	5,466.70	27.59
4773	QUALITY CHEMICAL CO MIDWEST	13,090.47	1,031.10
4796	VERIZON WIRELESS	10,325.97	38.03
5141	CINTAS CORPORATION	1,971.84	66.29
5143	HAWKINS, INC	8,050.07	705.94
55	ARAMARK UNIFORM SERVICES, INC.	14,487.26	208.76

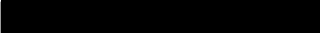
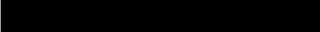
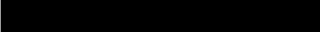
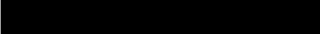
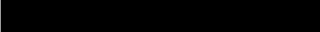

DATE: 12/01/2016
TIME: 08:59:33
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
67	B & D SUPPLY CO.	3,606.40	240.84
689	PITNEY BOWES GLOBAL	7,765.20	2.34
	OPERATION & MAINTENANCE		11,065.53
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	233,395.25	82.50
	GARBAGE		82.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4744	RISE BROADBAND	5,466.70	39.43
4834	GARY R CAMPBELL	490.75	169.95
689	PITNEY BOWES GLOBAL	7,765.20	1,756.02
	CUSTOMER SERVICE CENTER		1,965.40
TOBACCO GRANT			
58	TOBACCO		
4612	JAY KOETT		65.00
	TOBACCO		65.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003306			89.77
T0004050			7.81
T0004051			48.69
T0004052			24.22
T0004053			34.59
T0004054			61.35
	CUSTOMER UTILITY DEPOSITS		266.43
	TOTAL ALL DEPARTMENTS		191,950.87

DATE: 11/22/2016
 TIME: 09:23:34
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CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/22/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
5175	GRAGERT DESIGNS		170.00
	R F SESQUICENTENNIAL FUND		170.00
GENERAL FUND			
01	ADMINISTRATION		
5043	DAYS INN		2,428.52
	ADMINISTRATION		2,428.52
10	STREET		
4868	O'BRIEN CIVIL WORKS, INC.	172,213.56	50,000.00
	STREET		50,000.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
4946	MARTIN & COMPANY EXCAVATING	238,613.15	379,419.80
T0004041	GENSINI EXCAVATING, INC.		509,225.02
	DOWNTOWN REDEVELOPMENT		888,644.82
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5022	AIMS MECHANICAL, LLC	550,256.00	44,016.00
	OPERATION & MAINTENANCE		44,016.00
	TOTAL ALL DEPARTMENTS		985,259.34

DATE: 11/17/2016
 TIME: 10:10:06
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/18/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM			
05	TOURISM		
2528	OUTFRONT MEDIA	7,950.00	1,325.00
4815	TDG COMMUNICATIONS INC	8,737.50	450.00
5015	CARD SERVICE CENTER	42,546.86	107.25
771	PINNEY PRINTING CO	4,327.13	400.00
795	SBM BUSINESS EQUIPMENT CENTER	4,644.87	22.99
	TOURISM		2,305.24
GENERAL FUND			
01	ADMINISTRATION		
2322	ILLINOIS MUNICIPAL LEAGUE		1,000.00
4571	CHARLES SCHWAB & CO, INC.	2,967.66	1,283.84
4937	QUAD CITY BANK & TRUST	334,861.33	1,283.84
5015	CARD SERVICE CENTER	42,546.86	747.48
	ADMINISTRATION		4,315.16
04	BUILDING		
5015	CARD SERVICE CENTER	42,546.86	7.00
837	SHELL	37,493.57	58.72
	BUILDING		65.72
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	42,546.86	374.58
5087	ERIC ARDUINI	1,186.15	123.45
626	MUNICIPAL CLERKS OF ILLINOIS		70.00
	CITY CLERK'S OFFICE		568.03
06	POLICE		
1499	ILLINOIS ASSOCIATION OF		220.00
332	FYR-FYTER, INC.	849.15	115.40
350	GISI BROS. INC.	5,581.29	414.21
4212	WHITESIDE COUNTY	150.00	50.00
423	AT&T	11,775.09	459.73

INVOICES DUE ON/BEFORE 11/18/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
432	ILLINOIS FIRE & POLICE		187.50
4692	PANTHER UNIFORMS, INC.	1,747.09	133.35
4796	VERIZON WIRELESS	9,071.23	438.34
4937	QUAD CITY BANK & TRUST	334,861.33	6,622.27
4979	ALLIANCES COUNSELING SERVICES		1,100.00
5015	CARD SERVICE CENTER	42,546.86	661.78
533	ELECTRONICS, INC.	5,356.81	318.00
55	ARAMARK UNIFORM SERVICES, INC.	13,766.55	58.66
651	NICOR	8,127.59	46.98
837	SHELL	37,493.57	2,170.78
	POLICE		12,997.00
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	5,318.80	693.00
	CODE HEARING DEPARTMENT		693.00
10	STREET		
1224	AIRGAS USA LLC	4,830.00	152.76
1773	ATCO INTERNATIONAL	563.00	316.00
2087	CHEMSEARCH		490.50
2631	HOUSE'S TRUCK & AUTO REPAIR	17,111.22	2,335.69
2735	SLIM-N-HANKS	1,249.40	300.00
4796	VERIZON WIRELESS	9,071.23	62.62
5117	NETWORKFLEET, INC	4,566.95	151.60
55	ARAMARK UNIFORM SERVICES, INC.	13,766.55	122.73
651	NICOR	8,127.59	231.13
837	SHELL	37,493.57	872.21
	STREET		5,035.24
12	PUBLIC PROPERTY		
1052	SAUK VALLEY MEDIA	13,098.07	109.20
4451	DAVIS COMPLETE	1,725.90	1,270.00
4640	TERRACON CONSULTANTS, INC.	9,382.11	4,862.50
	PUBLIC PROPERTY		6,241.70

INVOICES DUE ON/BEFORE 11/18/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
13	FIRE		
2451	MENARDS	3,827.89	28.73
2802	KELLY P. REYNOLDS & ASSOC, INC		75.00
3173	MUNICIPAL EMERGENCY SERVICES	5,015.74	50.39
325	FOSTER COACH SALES		126.97
4010	DIXON OTTAWA COMMUNICATIONS		30.96
4207	O'REILLY AUTOMOTIVE INC	4,571.52	44.94
423	AT&T	11,775.09	356.67
432	ILLINOIS FIRE & POLICE		187.50
4544	UPS	163.80	13.41
5015	CARD SERVICE CENTER	42,546.86	334.66
651	NICOR	8,127.59	140.92
67	B & D SUPPLY CO.	3,425.51	31.29
837	SHELL	37,493.57	692.27
967	UNIVERSITY OF IL PYMT CENTER	892.00	1,100.00
	FIRE		3,213.71
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
5008	POWER SYSTEM ENGINEERING INC	78,692.56	1,015.00
T0002039	OGLE COUNTY HIGHWAY DEPT		125.00
	DOWNTOWN REDEVELOPMENT		1,140.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1853	MOORE TIRES INC.	994.82	23.00
194	GRUMMERT'S HARDWARE - R.F.	5,316.52	37.70
2212	ALLIANCE MATERIALS, INC.	7,565.53	61.04
2631	HOUSE'S TRUCK & AUTO REPAIR	17,111.22	1,904.24
283	ANIXTER INC	27,987.49	24,199.16
423	AT&T	11,775.09	111.63
437	ILLINOIS MUNICIPAL ELECTRIC	2,673,817.08	335,226.72
4548	ELEVATOR CONSTRUCTION	1,600.00	450.00
4730	FLETCHER-REINHARDT CO	37,810.50	1,274.13
4796	VERIZON WIRELESS	9,071.23	531.75
4866	LOESCHER	2,369.91	10,397.30
5015	CARD SERVICE CENTER	42,546.86	912.53
5020	GRAYBAR	6,464.58	2,120.50
5022	AIMS MECHANICAL, LLC	537,872.00	12,384.00

INVOICES DUE ON/BEFORE 11/18/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5117	NETWORKFLEET, INC	4,566.95	322.15
533	ELECTRONICS, INC.	5,356.81	139.00
55	ARAMARK UNIFORM SERVICES, INC.	13,766.55	434.94
651	NICOR	8,127.59	264.26
837	SHELL	37,493.57	1,172.01
906	T & R SERVICE		150.00
T0003023	[REDACTED]		132.10
T0003769	[REDACTED]	25.00	56.35
	OPERATION & MAINTENANCE		392,304.51
BROADBAND FUND			
21	BROADBAND FUND		
5018	USIC LOCATING SERVICES LLC	7,459.93	1,212.09
	BROADBAND FUND		1,212.09
GIS/IT FUND			
22	GIS/IT FUND		
5015	CARD SERVICE CENTER	42,546.86	1,650.00
	GIS/IT FUND		1,650.00
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	118,552.92	7,157.27
	SEWER		7,157.27
38	OPERATION & MAINTENANCE		
200	COM ED	981.68	29.70
2655	MISSISSIPPI VALLEY PUMP, INC.	55,333.00	399.00
4027	WHITESIDE COUNTY RECORDER	2,781.50	15.50
423	AT&T	11,775.09	492.24
4655	WHEELHOUSE, INC.	5,783.74	352.60
4796	VERIZON WIRELESS	9,071.23	222.03

DATE: 11/17/2016
TIME: 10:10:06
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 11/18/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
5015	CARD SERVICE CENTER	42,546.86	717.22
5131	METROPOLITAN INDUSTRIES, INC.	3,395.17	3,410.00
651	NICOR	8,127.59	1,609.46
837	SHELL	37,493.57	290.43
	OPERATION & MAINTENANCE		7,538.18
WATER FUND			
40	WATER		
194	GRUMMERT'S HARDWARE - R.F.	5,316.52	20.36
67	B & D SUPPLY CO.	3,425.51	149.60
	WATER		169.96
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	5,316.52	66.12
219	CRESCENT ELECTRIC	924.64	40.46
2851	FASTENAL COMPANY	592.25	155.18
34	ALTORFER INC.	71,451.27	527.31
4027	WHITESIDE COUNTY RECORDER	2,781.50	15.50
4361	FERGUSON WATERWORKS #2516	84,073.18	992.50
5015	CARD SERVICE CENTER	42,546.86	381.18
55	ARAMARK UNIFORM SERVICES, INC.	13,766.55	104.38
837	SHELL	37,493.57	568.16
T0001728	KEITH STOUFFER		75.00
	OPERATION & MAINTENANCE		2,925.79
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4834	GARY R CAMPBELL	320.80	169.95
5174	LAWREN ARNOLD		68.04
771	PINNEY PRINTING CO	4,327.13	165.90
	CUSTOMER SERVICE CENTER		403.89



CUSTOMER UTILITY DEPOSITS

DATE: 11/17/2016
TIME: 10:10:06
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/18/2016

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0004048			50.00
T0004049			150.00
	CUSTOMER UTILITY DEPOSITS		200.00
	TOTAL ALL DEPARTMENTS		450,136.49

ORDINANCE NO. 2016- 2292

**ORDINANCE AMENDING MUNICIPAL CODE
CHAPTER 2, ARTICLE VII, DIVISION 3, OFFICE OF CITY CLERK**

Be it Ordained by the Mayor and the City Council of the City of Rock Falls, Illinois, that Chapter 2, Article VII, Division 3 of the Municipal Code of the City of Rock Falls is hereby amended to read in its entirety as follows:

SECTION 1:

"DIVISION 3. CITY CLERK

Sec. 2-299. Seal and attest of official documents.

The city clerk shall seal and attest all contracts of the city, and all licenses and other such documents as shall require this formality.

Sec. 2-300. Collection of moneys; disposition.

The city clerk shall turn over all money received by him or her on behalf of the city to the city treasurer promptly on receipt of the same, and with the money he shall give a statement as to the source thereof.

Sec. 2-301. Accounting duty.

The city clerk shall keep accounts showing all money received by him or her, and the source of disposition thereof, and such other accounts as may be required by statute or ordinance.

Sec. 2-302. Recordkeeping duties.

In addition to the record of ordinances and other records which the city clerk is required by statute to keep, he or she or his or her designee shall keep a register of all licenses and permits issued, and the payment thereon; a record showing all of the officers and regular employees of the city; and such other records as may be required by the council, which are not assigned to the custody of some other office of the city by the mayor or council.

Sec. 2-303. Custodian of city seal.

The city clerk shall be the custodian of the official seal of the City, and shall affix its impression on documents whenever required.

Sec. 2-304. Custodian of city documents.

The city clerk shall be the custodian of all documents belonging to the city which are not assigned to the custody of some other office of the city by the mayor or council.

Sec. 2-305. Maintenance of index to city documents.

The city clerk shall keep and maintain a proper index to all documents and records kept by him, so that ready access thereto and use thereof may be had.

Sec. 2-306. Ex officio collector.

The city clerk shall be ex officio city collector of special assessments. He or she shall receive on behalf of the city all fees and charges the collection not delegated to some other officer or employee.

Sec. 2-307. Deputy Clerk.

The city clerk may appoint one person as deputy clerk, subject to the approval of the mayor and city council. The deputy clerk shall perform the general functions and duties of the office in the absence of the city clerk as directed by the mayor and city council.

Sec. 2-308. Other duties.

The city clerk shall have other duties prescribed by the corporate authorities from time to time."

SECTION 2: In all other respects, Chapter 2, Article VII, 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, on May 16, 2017.

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

MAYOR

ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

ORDINANCE NO. 2016-2293

**ORDINANCE AMENDING CHAPTER 2, ARTICLE VII OF THE
MUNICIPAL CODE OF ROCK FALLS BY THE ADDITION OF A NEW
DIVISION 5.5 TO ESTABLISH THE OFFICE OF CITY COLLECTOR**

Be it Ordained by the Mayor and the City Council of the City of Rock Falls, Illinois, that Chapter 2, Article VII, of the Municipal Code of Rock Falls be amended by the addition of a new Division 5.5 to read as follows:

SECTION 1:

"DIVISION 5.5. CITY COLLECTOR.

Sec. 2-390. Establishment.

There is hereby created the office of city collector, an administrative office of the city.

Sec. 2-391. Appointment.

The collector shall be annually appointed by the mayor with the advice and consent of the city council. Said appointment shall be considered by the council on the basis of the individual's administrative qualifications, with special reference to actual experience in or knowledge of accepted practice with respect to the duties of office. The city council shall annually determine the salary of the position.

Sec. 2-392. Duties generally.

(a) The collector shall preserve all warrants returned to the collector's office, and the collector shall keep books and accounts in the matter that the city council may prescribe. All warrants, books, vouchers, and papers pertaining to the office of collector may be examined at any time by the mayor, city clerk, city treasurer or committee of the city council. The collector shall weekly pay over to the treasurer all funds of the city received by the collector from any source, taking the treasurer's receipt in duplicate and filing one of the receipts immediately with the clerk. At that time, or upon demand, the clerk shall give the collector a copy of any receipts so filed.

(b) The collector shall be responsible for filing and recording liens on real property for money owed to the city.

(c) The collector shall keep the special assessment warrant books, published for delinquent special assessments, and send notices of such delinquencies to the county collector.

(d) When required by the city council, the collector shall make a written report to the city council or to any officer designated by the city council of all money collected by the collector, the account collected upon, or of any other official matter. Between April 1 and April 10 of each year, the collector shall file with the clerk's office a statement of all the money collected by the office during the year, the particular warrant, special assessment or account upon which collected, the balance of money uncollected on all warrants in the collector's possession,

and the balance remaining uncollected at the time of the return on all warrants that the collector return to the clerk during the preceding fiscal year. The clerk shall publish the statement at least once, within ten (10) days in a newspaper with general circulation within the city.

(e) The collector is prohibited from keeping the money of the municipality in his or her possession, or in the possession of any person for his or her use, beyond the time prescribed for its payment to the treasurer. Any violation of this provision shall subject the collector to immediate removal from office.

(f) The collector shall have whatever further duties and responsibilities as may be delegated or assigned to that office by the mayor and the city council.

Sec. 2-393. City clerk as collector.

In the event the city clerk is appointed by the mayor and the city council as collector, such appointee shall be entitled to the compensation for both offices.

Sec. 2-394. City collector designated Freedom of Information Act (FOIA) officer.

(a) The collector is hereby appointed by the city council to be the designated chief Freedom of Information Act officer for the city to be responsible for and to perform those duties required by the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.). In such capacity the collector shall be responsible for maintaining the city's compliance with all statutory obligations of the Act and be empowered to consult with the city attorney for all issues relating to the Act. The deputy clerk shall also serve as a designated Freedom of Information Act officer and shall assist the city collector in performing such duties as necessary to maintain the city's compliance with the Act.

(b) The city collector shall make available for inspection and copying upon request or through the mail:

- 1) The directory of FOIA officers;
- 2) The address where request for public records should be directed; and
- 3) Any schedule of fees allowable under Section 6 of the act (5 ILCS 140/6) and shall also cause that information to be posted on the official website of the city."

SECTION 2: In all other respects, Chapter 2, Article VII 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, on and after May 16, 2017.

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

MAYOR

ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

ORDINANCE NO. 2016-2295

BE IT ORDAINED, by the City Council of the City of Rock Falls the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

Section 1. The Municipal Code of the City of Rock Falls is amended by the addition of the following as Subsection (108) to Section 18-120- Stop Intersections Designated:

“Section 18-120(108). Vehicles traveling in a Northerly and Southerly direction on Lindy Avenue at the intersection of West 19th Street.”

Section 2. All prior ordinances in conflict herewith are hereby repealed.

Section 3. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 4. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this ____ day of _____, 2016.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2016-2287

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON
\$1,555,000 GENERAL OBLIGATION BONDS
(Electric System Alternate Revenue Sources), SERIES 2010
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council ("Council") of the City of Rock Falls, Whiteside County, Illinois, ("issuer") by Ordinance adopted on the 4th day of August, 2010, said Ordinance being adopted as Ordinance No. 2010-2413 which did provide for the issue of \$1,555,000 General Obligation Bonds (Electric System Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2016 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2016 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$245,760.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2016 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this _____ day of _____, 2016.

William B. Wescott, Mayor

Attest:

Eric Arduini, City Clerk

ORDINANCE NO. 2016-2288

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON
\$720,000 GENERAL OBLIGATION ALTERNATE BONDS
(Motor Fuel Tax Alternate Revenue Sources), SERIES 2012
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council ("Council") of the City of Rock Falls, Whiteside County, Illinois, ("issuer") by Ordinance adopted on the 18th day of September, 2013, said Ordinance being adopted as Ordinance No. 2012-2078 which did provide for the issue of \$720,000 General Obligation Alternate Bonds (Motor Fuel Tax Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2016 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2016 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$115,720.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2016 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this _____ day of _____, 2016.

William B. Wescott, Mayor

Attest:

Eric Arduini, City Clerk

ORDINANCE NO. 2016-2289

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON
\$2,427,000 GENERAL OBLIGATION DEBT CERTIFICATES
SERIES 2016 OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 15th day of March, 2016 said Ordinance being adopted as Ordinance No. 2016-2252 which did provide for the issue of \$2,427,000 General Obligation Debt Certificates and the levy of a direct annual tax sufficient to pay principal and interest on the Debt Certificates; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the debt certificates during the next succeeding year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2016 to pay such debt service on the debt certificates be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2016 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$55,335.60**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2016 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this _____ day of _____, 2016.

William B. Wescott, Mayor

Attest:

Eric Arduini, City Clerk

ORDINANCE NO. 2016-2290

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON
\$2,115,000 GENERAL OBLIGATION BONDS
(Alternate Revenue Sources), SERIES 2016
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council ("Council") of the City of Rock Falls, Whiteside County, Illinois, ("issuer") by Ordinance adopted on the 16th day of August, 2016, said Ordinance being adopted as Ordinance No. 2016-2278 which did provide for the issue of an amount not to exceed \$2,115,000 General Obligation Alternate Bonds (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2016 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2016 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$96,701.39**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2016 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this _____ day of _____, 2016.

William B. Wescott, Mayor

Attest:

Eric Arduini, City Clerk

ORDINANCE NO. 2016-2291

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK FALLS, ILLINOIS

SECTION I

That the following sums of money, or as much thereof as may be authorized by law, to defray expenses and liabilities of the City of Rock Falls, be and the same are hereby levied for the purposes specified against all taxable property in the City of Rock Falls for the Fiscal Year beginning May 1, 2016 and ending April 30, 2017.

Administration:	<u>Appropriated</u>	<u>Other Sources</u>	<u>Levied</u>
Due to Electric (2003 Loan)	42,500.00		
Elected Officials Salaries	44,400.00		
Mayor's Expenses	600.00		
GIS/IT Technician Expense	16,341.00		
Hotel/Motel Admin Exp	3,200.00		
Print Pub Ordinance/Notice	700.00		
Codification of Ordinances	12,700.00		
Dues/Sub/Publications	1,284.00		
Office Expense	850.00		
Meetings/Seminars/Schools	20,000.00		
Telephone Expense	500.00		
Legal & Prof. Expense	69,250.00		
Auditing Expense	27,000.00		
Bank Fees	200.00		
Consultants Fee	60,000.00		
Insurance Exp. Employee	53,383.00		
Insurance Exp. - General	198,000.00		
Tax Incentive Expense	1,500.00		
Property Acquisition	60,000.00		
Miscellaneous Expense	2,000.00		
RF Chamber Gen. Ofc Expense	6,000.00		
Union Drainage Tax	5,000.00		
EPA Limestone Assessment Grant	180,000.00		
Contingency	80,541.00		
Total Administration	<u>\$885,949.00</u>	<u>\$703,992.06</u>	<u>\$181,956.94</u>
 Building Department:			
Salary/Wages	120,520.00		
Dues/Subscriptions/Publications	1,600.00		
Office Expense	7,033.00		
Public Awareness	500.00		
Overtime	1,000.00		
Meetings/Seminars/Schools	4,000.00		
Vehicle Gas & Oil	3,000.00		
Vehicle Maint. & Operation	1,500.00		
Emergency Building Inspection	500.00		
Telephone Expense	1,380.00		
Legal Expense	2,000.00		
Insurance Expense Employee	29,058.00		
Miscellaneous Expense	1,000.00		
Contingency	17,310.00		
Total Building Department	<u>\$190,401.00</u>	<u>\$190,401.00</u>	<u>\$0.00</u>

City Administrator:

Salary/Wages	71,704.00		
Vehicle Allowance	1,200.00		
Dues/Subscriptions/Publications	205.00		
Office Expense	2,000.00		
Mtgs-Sem-Conf-School	1,000.00		
Telephone	1,000.00		
Fellowship Expense	100.00		
Insurance Expense Employee	15,467.00		
Miscellaneous Expense	250.00		
Contingency	9,293.00		
Total City Administrator	\$102,219.00	\$102,219.00	\$0.00

City Clerk:

Elected Officials Salaries	35,282.00		
Salary/Wages	87,685.00		
Dues/Subscriptions/Publications	1,865.00		
Office Expense	19,960.00		
Overtime	500.00		
Meetings/Seminar/Conference	4,800.00		
Telephone Expense	960.00		
Insurance Expense - Employee	28,991.00		
Miscellaneous Expense	500.00		
Contingency	18,055.00		
Total City Clerk	198,598.00	\$198,598.00	\$0.00

Code Hearing Department:

Office Supplies	2,500.00		
Monthly Software License	3,600.00		
MSI Commision	7,600.00		
Legal Expenses	500.00		
Professional Expenses	7,800.00		
Miscellaneous Expense	1,500.00		
Contingency	2,350.00		
Total Code Hearing Department	25,850.00	\$25,850.00	\$0.00

Fire Department:

Fire Investigation	50.00
Overtime	60,000.00
Insurance-Employee	159,522.00
ICMA-RA Contribution	4,467.00
Paid on Call Firemen	13,000.00
Holiday/Vacation Pay	37,512.00
Sworn Fire Salaries/Wages	662,172.00
Dues/Subscription/Pubs	3,980.00
Postage & Office Supplies	1,140.00
New Equipment	9,000.00
R & M Equipment	9,600.00
Commissioner's Expenses	8,848.00
Fire Truck/Principal	23,000.00
Radio Expense	2,500.00
Telephone Expense	4,443.00
R & M Building	20,000.00
Meetings/Seminars/Schools	9,000.00
Interest Expense	7,517.00

Vehicle Gas & Oil	12,100.00		
Vehicle Operation & Maint.	21,700.00		
Heating Gas	5,000.00		
Legal & Professional Exp	5,000.00		
Unemployment Insurance	5,000.00		
Uniform Expense	5,100.00		
Janitors Supplies	1,700.00		
Fire Supplies & Chemicals	2,500.00		
Physicals	3,500.00		
Safety Expense	125.00		
Micellaneous Expense	300.00		
Training Materials	400.00		
Public Education Materials	250.00		
Contingency	109,843.00		
Total Fire Department	\$1,208,269.00	\$869,166.42	\$339,102.58

Police Department:

Non-Sworn Wage	253,108.00
Overtime/Sworn	40,000.00
Overtime - Non-Sworn	5,000.00
Insurance Employee	304,218.00
ICMA-RA Contribution	4,448.00
K-9 Pay	2,400.00
Holiday/Vacation Pay	67,838.00
Sworn Police Wages	1,059,250.00
Sev. Bonus Sick Pay	3,000.00
Education Pay	7,200.00
New Cars	75,961.00
Dues/Sub./Publ.	4,350.00
Postage/Office Supp.	5,000.00
New Equipment	17,285.00
R & M - Equipment	2,400.00
Contrib to Police Pens.	348,352.00
Commissioner's Expenses	3,548.00
R & M - Building	5,500.00
Rabies Control	7,000.00
Radio Expense	5,500.00
Telephone Expense	8,700.00
Service Contracts	16,433.00
Mtgs/Conf/Sem/Sch	8,000.00
Vehicle Gas & Oil	32,500.00
Veh Oper./Maint.	15,000.00
Firearms Training	9,000.00
Heating Gas Expense	3,000.00
Legal & Prof. Exp.	3,000.00
Community Policing	500.00
Sex Offender Registration Expense	1,500.00
Printing	3,000.00
Photographic Exp	500.00
Police Supplies	1,000.00
Uniform Expense	16,900.00
Janitor Supplies	1,000.00
Police Investigation	5,500.00
Towing	200.00
Physicals	450.00
Safety Expense	2,560.00
Misc Exp.	750.00
Police Training Academy	4,700.00
Dispatch Consolidation	30,000.00

Contingency	238,556.00		
Total Police Department	<u>\$2,624,107.00</u>	<u>\$2,091,710.92</u>	<u>\$532,396.08</u>

Street Department:

Overtime	20,000.00		
Grounds Maintenance	8,000.00		
Sidewalk repairs	100,000.00		
Salaries	239,466.00		
Insurance-Employee	91,339.00		
Postage & Office Sup.	500.00		
New Equipment	20,000.00		
Equipment Rental	1,000.00		
Repair & Maint Equip.	20,000.00		
Snow Removal/Meals	1,500.00		
Information Technology	2,000.00		
Alarm Expense	2,000.00		
Sign Material	8,000.00		
Loan/Principal	87,769.00		
Materials	1,000.00		
Radio Expense	1,500.00		
Bldg Maint. & Repair	20,000.00		
Meetings/Seminars/Schools	2,500.00		
Vehicle Gas & Oil	20,000.00		
Veh. Operation & Maint.	18,000.00		
Tree & Stump Removal	2,500.00		
Paint & Painting Sup.	15,000.00		
Telephone Expense	2,000.00		
Heating Gas Expense	6,000.00		
Legal & Professional Exp	500.00		
Sales tax project-Infrast.	658,000.00		
Engineering/Sales Tax Project	10,000.00		
RB&W Development (Loan)	50,000.00		
Barricade Expense	700.00		
Uniform Expense	1,500.00		
Janitor Supplies	5,000.00		
Small Tools	1500.00		
Supplies	2000.00		
Physicals	500.00		
Safety Expense	2,000.00		
Miscellaneous Expense	5,000.00		
Contingency	142,678.00		
Total Steet Department	<u>\$1,569,452.00</u>	<u>\$1,569,452.00</u>	<u>\$0.00</u>

Public Property:

Heater & A/C Repairs	5,000.00
Grounds Maintenance	1,000.00
New Equipment	500.00
Equipment Rental	500.00
Repair & Maint. Equipment	1,000.00
Bldg. Maint & Repairs	10,000.00
Community Building - R & M	10,000.00
Equipment Gas & Oil	150.00
Fire Alarm Service Expense	2,500.00
Heating Gas Expense	2,000.00
Limestone Building Expense	160,000.00
Janitors Supplies	1,000.00
Miscellaneous Expense	1,000.00
Volunteer Projects	5,000.00

Recreational Trail Expense	5,000.00		
Emerald Ash Borer/Misc Exp	1,000.00		
Contingency	20,565.00		
Total Public Property	\$226,215.00	\$226,215.00	\$0.00

Planning/Zoning:

Print/Publishing Ord/Notices	100.00		
Dues/Sub/Publications	275.00		
Postage & Office Supplies	500.00		
Meetings/Seminars/Conferences/Schools	450.00		
Legal & Professional Expense	500.00		
Miscellaneous Expense	50.00		
Contingency	188.00		
Total Planning/Zoning	\$2,063.00	\$2,063.00	\$0.00

Social Security/Medicare/IMRF:

Social Security & Medicare	93,962.00		
IL Municipal Retirement	92,604.00		
Contingency	18,657.00		
TOTAL	\$186,566.00	\$2.00	\$186,564.00

Workers Comp/General Liability

Operating Transfer Out	198,000.00		
TOTAL	\$198,000.00	\$0.00	\$198,000.00

Totals	\$7,417,689.00	\$5,979,669.40	\$1,438,019.60
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SECTION II

That the following is a statement in detail of the purposes for which this levy is made where such purposes are not to be included in the General Levy Limits, but are additional hereto pursuant to Statute as indicated.

Police Pension

There is hereby levied for the purpose of paying the City's share of Police Pension the sum of \$477,809.00 in accordance with Chapter 40 ILCS 5/3-125 of the Illinois Compiled Statutes.

Fire Pension

There is hereby levied for the purpose of paying the City's share of Firemen's Pension the sum of \$259,803.00 in accordance with Chapter 40 ILCS 5/4-118 of the Illinois Compiled Statutes.

Illinois Municipal Retirement Fund

There is hereby levied for the purpose of paying the City's share of Illinois Municipal Retirement the sum of \$92,603.00 in accordance with Chapter 40 ILCS 5/7-171 of the Illinois Compiled Statutes.

Police Protection

There is hereby levied a Police Protection Tax for the sum of \$54,587.08 but not to exceed \$.075 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/11-1-3 of the Illinois Compiled Statutes.

Fire Protection

There is hereby levied a Fire Protection Tax for the sum of \$54,587.08 but not to exceed \$.075 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/11-7-1 of the Illinois Compiled Statutes.

Social Security

There is hereby levied for the purpose of paying City's share of Social Security and Medicare Tax the

sum of \$93,961.00 in accordance with Chapter 40 ILCS 5/21-110 of the Illinois Compiled Statutes.

Tort Fund

There is hereby levied for the purpose of paying liability and property damage insurance the sum of \$77,220.00 in accordance with Chapter 745 ILCS 10/9-107 of the Illinois Compiled Statutes.

Worker's Compensation

There is hereby levied for the purpose of paying Worker's Compensation Insurance the sum of \$120,780.00 in accordance with Chapter 745 ILCS 10/9-107 of the Illinois Compiled Statutes.

SUMMARY OF TAXES LEVIED

General Corporate	\$181,956.94
Police Pension	\$477,809.00
Fire Pension	\$259,803.00
Illinois Municipal Retirement Fund	\$92,603.00
Police Protection Tax	\$54,587.08
Fire Protection Tax	\$54,587.08
Social Security/Medicare	\$93,961.00
Tort Fund	\$77,220.00
Worker's Compensation	\$120,780.00
Fire Truck Debt Certificates (2012)	\$24,712.50
	<hr/>
	\$1,438,019.60

SECTION III

The City Clerk of Rock Falls, Illinois is hereby directed forthwith to file a certified copy of this ordinance with the County Clerk.

SECTION IV

This ordinance shall be in full force and effect after its passage and approval and shall be published in pamphlet form according to law.

Section 1. All prior ordinances in conflict herewith are hereby repealed.

Section 2. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 3. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this _____ day of November, 2016.

William B. Wescott, Mayor

ATTEST:

Eric Arduini, City Clerk

ORDINANCE NO. 2016-2294

AN ORDINANCE AUTHORIZING LEASE OF REAL ESTATE

WHEREAS, the City of Rock Falls currently owns unimproved real estate known as Lots 3, 4 and 5 of Glen's Garden Subdivision in the City of Rock Falls, Whiteside County, Illinois; and

WHEREAS, said real estate is not currently needed for any municipal purpose, but is suitable for farming and agriculture use; and

WHEREAS, the City desires to offer said real estate for lease to persons interested in conducting farming and agricultural operations thereon, and has publicized and requested bids for the use of said real estate for farming purposes for the year 2017; and

WHEREAS, a proposal has been received from Ted Jacobs offering to pay the sum of \$178.00 per acre for lease of the real estate located and situated within said Lots 3, 4 and 5 of Glen's Garden Subdivision for the year 2017; and

WHEREAS, the City Council has determined that it is in the best interest of the City that the proposal to lease submitted by Ted Jacobs should be accepted and approved.

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

1. The statements contained in the preamble paragraphs to the Ordinance are true and accurate and incorporated herein.
2. The proposal to lease submitted by Ted Jacobs, for the lease from the City of 57.5 acres of farm land for the year 2017 is hereby approved and accepted, and the Mayor and City Clerk are authorized and directed to execute with Ted Jacobs a lease, in the form as attached hereto, providing for the rental and lease by Ted Jacobs of the 57.5 acres of farm land for a price of \$178.00 per acre, as set forth within the lease.
3. This Ordinance shall be effective upon its adoption and passage.

Section 2. All prior ordinances in conflict herewith are hereby repealed.

Section 3. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 4. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this 6th day of December, 2016.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2016-2296

AN ORDINANCE AUTHORIZING SHORT TERM LEASE OF REAL ESTATE

WHEREAS, the City of Rock Falls owns real estate described as Lot 2 in Glen's Garden Subdivision being a part of the Southwest Quarter and of the Southeast Quarter of Section 33, Township 21 North, Range 7 East of the Fourth Principal Meridian, Rock Falls, Whiteside County, Illinois; and

WHEREAS, said real estate is improved with multiple commercial or industrial buildings for which the City currently has no use for municipal purposes; and

WHEREAS, the provisions of Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) grants to the corporate authorities of the City the power to authorize any municipal officer to make leases of real estate for terms not exceeding two years in such manner as may be determined; and

WHEREAS, various parties and entities have expressed an interest in the use of the commercial or industrial buildings located within said Lot 2 of Glen's Garden Subdivision; and

WHEREAS, the City Council desires to grant to the Mayor and/or City Administrator the power to enter into leases with such persons or entities as they deem appropriate, upon such terms and conditions as they deem in the best interest of the City, for terms not in excess of two years;

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

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

2. The Mayor and/or the City Administrator, or either of them, are authorized and directed to enter into lease arrangements, from time to time, on such terms and conditions as they shall deem in the best interest of the City of Rock Falls, for the lease to such parties or entities as may be interested in those commercial and industrial buildings located and situated upon Lot 2 of Glen's Garden Subdivision in the City of Rock Falls, Whiteside County, Illinois, but provided that no such lease arrangement shall be for a term in excess of two years.

3. Upon the entry into any such lease agreement, the Mayor or City Administrator shall report to the City Council the terms and conditions of such lease, including the name and address of the person or entity leasing the building, the payment terms upon which such lease was entered into, and the purposes or uses to be made of the building by the Lessee thereof. All such leases in writing shall be deposited and filed with the City Clerk.

BE IT ORDAINED, by the City Council of the City of Rock Falls that the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

Section 2. All prior ordinances in conflict herewith are hereby repealed.

Section 3. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 4. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this ____ day of _____, 2016.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2016-2297

WHEREAS, the City of Rock Falls Wastewater Department owns, and has utilized previously the following equipment:

Miscellaneous pumps and parts removed during lift station remodel

WHEREAS, said equipment is no longer needed, necessary or utilized in the City of Rock Falls Wastewater Department and is determined by the City Council to be surplus property; and

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

1. Pursuant to the provisions of 65 ILCS 5/11-76-4, the Mayor and City Clerk are authorized and directed to dispose of on behalf of the City the afore mentioned equipment.
2. The Mayor and City Clerk are authorized and directed to execute all documents necessary in order to complete the disposal of the equipment as authorized herein.

Section 1. All prior ordinances in conflict herewith are hereby repealed.

Section 2. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 3. This ordinance shall be effective upon its adoption passage and publication in pamphlet form.

Passed this 6th day of December, 2016.

Mayor William B. Wescott

ATTEST:

City Clerk Eric Arduini



WARD, MURRAY, PACE & JOHNSON, P.C.
LAW OFFICES

RICHARD A. PALMER
PAUL A. OSBORN
THOMAS L. SANDERS
JOHN A. GUZZARDO
LISA A. GABRIEL
DANIEL C. HAWKINS
TIMOTHY B. ZOLLINGER
ROBERT T. LESAGE III
TRENT L. BUSH
TONY J. MILLER
MATHEW M. KEEGAN
ELIZABETH J. KLAHN
KYLE G. CARLOCK
AMANDA J. BEVEROTH

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OF COUNSEL:
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JOSEPH E. HEATON, JR.
JAMES L. REESE

RETIRED:
PHILIP H. WARD, JR
DAVID E. MURRAY
OLE BLY PACE III
ROBERT E. BRANSON

REPLY TO STERLING OFFICE

November 22, 2016

Via – E-mail

Eric M. Arduini, City Clerk
City of Rock Falls
603 West 10th Street
Rock Falls, IL 61071

Re: Resolution Governing Travel Expense Reimbursement

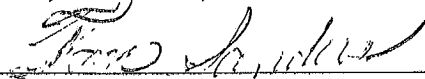
Dear Eric:

Attached please find a revised version of the resolution governing travel expense reimbursement bearing the changes suggested by the ordinance committee.

Please let me know if you need anything further

Very truly yours,

WARD, MURRAY, PACE & JOHNSON, P.C.

By 
Thomas L. Sanders

TLS/nle

Enclosures

cc: William Wescott, Mayor
Robbin Blackert, City Administrator

RESOLUTION NO. 2016-753

**RESOLUTION GOVERNING THE REIMBURSEMENT OF TRAVEL EXPENSES
FOR CITY OFFICERS AND EMPLOYEES**

WHEREAS, the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq. (“Act”), was recently enacted to be effective commencing January 1, 2017; and

WHEREAS, the Act imposes certain requirements on municipalities with respect to reimbursement of travel expenses incurred by officers and employees of the City; and

WHEREAS, the Act requires the City to establish, by resolution or ordinance, regulation of the reimbursement of all travel, meal, and lodging expenses of officers and employees, the types of official business for which travel, meal, and lodging expenses are allowed, the maximum allowable reimbursement for travel, meal, and lodging expenses, and a standardized form for submission of travel, meal, and lodging expenses supported by documentation required by the Act; and

WHEREAS, the mayor and the city council wish to establish a travel reimbursement policy by this resolution to be compliant with the Act.

NOW, THEREFORE, BE IT RESOLVED by the mayor and the city council of the City of Rock Falls, as follows:

SECTION 1: Definitions.

“Entertainment” includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

“Travel” means any expenditure directly incident to official travel by employees and officers of the City or by wards or charges of the City involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

SECTION 2: Enforcement.

The city administrator or his or her designee shall be responsible for the enforcement of these travel regulations.

SECTION 3: Travel Policy.

In the interpretation and application of this resolution, the term “travel” is as defined in the previous section. No reimbursement may be made for such expenditures to employees or officers unless such expenditures are incurred incident to official municipal business and otherwise authorized in accordance with this resolution and the Act. Expenses of spouses, children, or other companions accompanying the traveler on city business shall not constitute authorized expenses within the meaning of this resolution, unless such accompanying persons also qualify for reimbursement for such expenses.

SECTION 4: Maximum Allowable Reimbursement for Travel, Meal, and Lodging Expenses.

The maximum reimbursement for all travel, meal, and lodging expenses of officers and employees is set forth in the schedule attached hereto as Exhibit A. The schedule may be amended from time to time by resolution of the city council. Costs incurred for alcoholic beverages shall not be reimbursed unless approved by roll call vote of the city council.

SECTION 5: Request for Reimbursement.

No request for reimbursement for travel expenses may be honored or otherwise paid by the City unless and until the traveler has submitted the form attached hereto as Exhibit B, with the following documentation:

- a) An estimate of the cost of travel, meal, or lodging if expenses have not been incurred, or receipts of the costs of the travel, meals, or lodging if the expenses have already been incurred. Estimates of such costs shall not constitute documentation of such expenses, and receipts for actual costs once incurred must be submitted;
- b) The name of the individual who received or is requesting the travel, meal, or lodging expense;
- c) The job title or office of the individual who received or is requesting the travel, meal, or lodging expense;
- d) The date or dates and the nature of the official business in which the travel, meal, or lodging expense was or will be expended.

SECTION 6: Entertainment Expenses.

No entertainment expenses, as defined in this resolution, may be reimbursed to any officer or employee, unless such entertainment and expense is ancillary to the purpose of the program or event constituting official city business.

SECTION 7: Exception for Certain Lodging Expenses.

If lodging is in connection with a conference or organized activity, lodging expenses must not exceed the maximum group rate published by the conference or activity sponsor if such rate is available at the time of booking. Lodging shall be reimbursed at such rate for no more than the actual number of nights required to accomplish and complete the official purpose connected with actual travel relevant to City business. The City may pay directly to the provider for expenses such as lodging and registration fees for conferences, conventions, seminars, educational programs, and other such programs necessary or appropriately related to City business.

SECTION 8: Approval of Travel Expenses.

Amounts to be paid to or for any officer or employee in excess of the maximum allowed under this resolution, or the travel expenses of a member of the city council or the mayor may be approved only by roll call vote at an open meeting.

SECTION 9: Emergency or Other Extraordinary Circumstances.

Requests for reimbursement which exceed the maximums set forth on Schedule A hereto may be approved in the case of an emergency or other extraordinary circumstances justifying such approval.

SECTION 10: This policy shall govern reimbursement for all travel expenses for officers and employees of the City, in addition to the requirements for such expenses set forth in the City's purchasing policies and procedures amended September, 2013, and the City's personnel policy and employment at will/handbook.

SECTION 11: Be it further resolved that the City hereby finds that all other recitals contained in the preambles to this resolution are full, true, and correct, and does incorporate them into this Resolution.

SECTION 12: Be it further resolved that the city clerk is hereby authorized to provide a certified copy of this resolution to any party so requesting.

SECTION 13: Be it further resolved that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 14: 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 15: This Resolution read and approved this _____ day of _____, 2016.

Mayor William B. Wescott

ATTEST:

City Clerk

Aye

Nay

Travel Reimbursement Schedule – City of Rock Falls

Mileage/Tolls/Parking

Category	Rate
Auto – personal vehicle	Reimbursed at the IRS mileage rate in effect at the time, plus tolls incurred via the most direct route of travel and parking at the rate set by the provider

Per Diem/Meals

Category	Regular Rate	Destination 45 miles or more from City
Breakfast	\$10.00	\$20.00
Lunch	\$15.00	\$25.00
Dinner	\$25.00	\$60.00

Lodging

Rate
\$120.00 – Subject to exception for conferences, conventions, and seminars where lodging is arranged by the convention or seminar host. Single room rate.

Airfare

Rate
Coach class fare at governmental or group rates when available. If no such governmental or group rates are available, the maximum reimbursable rate is coach class via the most direct air route then available.



Collection Services Agreement

This Collection Service Agreement ("Agreement") is entered into by **ONLINE Information Services, Inc.**, hereafter referred to as "Collector", a North Carolina corporation, d/b/a ONLINE Collections and **City of Rock Falls** hereafter referred to as "Creditor", **603 W. 10th Street Rock Falls, IL 61071** an Illinois municipality as of Monday, November 14, 2016.

WHEREAS, Creditor agrees to submit to Collector, each month, for collection certain claims, accounts or other evidences of Indebtedness (hereinafter called "Claims"), and

WHEREAS, Collector desires to provide Creditor with collection services and/or accounts receivable management services with respect to said Claims.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. GENERAL.

- A. The Creditor may refer any Claims that exceed \$50.00.
- B. Creditor agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws.
- C. Creditor hereby warrants that all Claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto.
- D. Further, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a Claim: a copy of the judgment, if any, on which a Claim is based: the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.

2. RELATIONSHIP OF PARTIES.

- A. Collector agrees to employ those means necessary to represent Creditor in collecting all Claims referred for collection.
- B. It is expressly understood that all Claims shall remain the property of Creditor and that Collector is acting as an independent contractor of Creditor for the recovery of Claims referred for the Services.

3. REFERRAL OF CLAIMS

- A. Collector will receive all Claims placed for collection by electronic submission of a file to Collector's secure website or secure ftp site. Each Claim shall contain the name of account holder, service address, dates of service, last known address, date of last payment, amount owed, social security number, phone number, and any additional information that may help locate the consumer.
- B. Creditor warrants, in order to aid Collector in complying with the Telephone Consumer Protection Act (TCPA), with regards to phone numbers supplied to Collector by Creditor, that Creditor Has Does Not Have
 - i. Express written consent from the consumer to contact them at the phone numbers supplied via an automatic dialing device and may utilize pre-recorded or artificial voice messages for the purposes of collecting amounts owed.
 - ii. Sample Express Written Consent Language:
"You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable."

//We have read this disclosure and agree that {Insert Company Name} may contact me/us as described above."

- C. Creditor agrees that all Claims referred to Collector will be referred for a period of 12 months from the date of referral and that this referral will automatically renew itself on each anniversary for a period not to exceed six years and eleven months from the date of service of the Claim.

- D. Creditor agrees to place Claims with collector no less frequently than monthly.
- E. Creditor hereby certifies and warrants that it will notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of any Bankruptcy filing, death notices, fraud notifications, or consumer disputes pertaining to any Claims referred to Collector for collection services.
- F. Collector agrees to cease any communication with a consumer if Creditor notifies Collector of a bankruptcy filing, death notice, fraud notification, or consumer dispute on a referred Claim.
- G. Creditor agrees that if a claim referred to Collector will not be referred to any other Collector.
- H. Collector agrees to acknowledge the receipt of Claims placed for recovery with Collector via an emailed report. It is understood and agreed that Creditor will review the Acknowledgement Report and correct any inaccuracies on these Claims within 7 days of the receipt of the report. In the event that no updates are received by Collector within 7 days, it is agreed that these Claims are correct and that any payments received by either party on these Claims shall be a commissionable event.
- I. Creditor agrees that if a file is sent to Collector that contains mass numbers of inaccuracies, which can only be corrected by cancelling all of the Claims and reloading them in Collector's system, Creditor maybe charged a fee for the reloading the Claims.
- J. Collector agrees to return to Creditor any Claims based on questionable circumstances.
- K. Creditor agrees to notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of notification on any guarantor which is being represented by legal counsel in regards to any Claim referred to Collector.
- L. Creditor agrees that once Claims are placed with Collector, Collector is entitled to commissions as detailed in this agreement regardless of whether payment is made to Collector's office or directly to Creditor.
- M. Creditor agrees to report all payments made to Creditor's office within 72 hours and Collector agrees to identify the payment as part of consumer's file within 24 hours of notification of reported payments.

4. METHODS OF COLLECTION.

- A. Collector agrees to use effective and legal methods of collection.
- B. Collector agrees to comply with its obligations under the Fair Debt Collections Practices Act, the Fair Credit Reporting Act, as well as any state specific laws regarding third party collection services.
- C. Collector will attempt to skip trace (identify new location and contact information) on those Claims that have bad address or phone numbers.
- D. Collector will utilize mailed notices and telephone calls to affect collection on Creditor's behalf.
- E. Collector will utilize an automated dialer and messaging technology where allowed by law to contact affect collection on Creditor's Claims.
- F. Collector is a data furnisher to national credit reporting agencies and all Claims not collected in full or in a secured payment plan (e.g. credit card, Electronic check, ACH draft or other commercially available methods) within 30 days of referral will be reported to the national credit reporting agencies.

5. DISPUTED CLAIMS.

- A. It is mutually agreed that Collector will receive disputes and other correspondence from consumers in regards to Creditor's Claims. These will include balance owed disputes, validity of Claim disputes, and fraud disputes.
- B. Creditor agrees that it will aid Collector with respect to the Claims in its compliance with Collector's responsibilities as outlined in "OBLIGATIONS OF FURNISHERS UNDER THE FCRA", attached as Exhibit A.
- C. From time to time, Collector will request additional information and/or proof on certain Claims that are disputed by consumers. Creditor agrees to provide Collector with the necessary documentation to show the validity of the Claim against the appropriate consumer, such proof includes a copy of the signed service agreement or the last bill in the consumer's name.
- D. Creditor agrees to provide to Collector the additional information or proof within five (5) business days of Collector's electronic request.
- E. Collector will accept the additional information or proof regarding disputed Claims through its secure website.

6. ANNUAL RECONCILIATION OF CLAIMS.

- A. Collector and Creditor agree that ensuring the accuracy of each other's data in regards to the Claims is a necessity in order to ensure compliance with the appropriate laws, including the Fair Debt Collections Practices Act as well as the Fair Credit Reporting Act.
- B. It is mutually agreed that on the anniversary of this Agreement Collector shall send electronically to Creditor a list of not less than 25 Claims and Creditor agrees to verify the accuracy of the Claim and report to Collector any missing transactions or updates on said Claims.
- C. Creditor agrees if, in Collector's determination, there are a significant number of Claims in the sample that do not match between the systems; Creditor agrees to perform a full Claim reconciliation between Creditor's and Collector's systems.

7. **DISCOUNT OF CLAIMS.** Creditor Agrees / Does Not Agree to grant Collector authority to discount claims on Creditor's behalf by 0 % of the total amount of ~~the~~ claim. If Creditor does not grant Collector general discount authority Collector can only discount claims for less than the amount owed with special, claim by claim, approval of Creditor. Said Approval may be given by telephone from Creditor's office.

8. CLAIM ACCOUNTING

- A. Collector shall have authority to receive payments from consumers in cash, check, money order, credit card, Electronic check, ACH draft or other acceptable payment forms and will have the authority to endorse checks, drafts, money orders or other negotiable instruments which are received from consumers.
- B. Collector agrees to place all monies collected on Creditor's behalf into a trust account.
- C. Collector agrees to furnish a monthly statement to Creditor each month detailing each payment received at Collector's office as well as all direct payments made to Creditor's office.
- D. Creditor agrees and acknowledges that Collector will, from time to time, accept Checks and Credit cards as a method of collection of debts owed Creditor. Furthermore, both parties agree and acknowledge that these instruments serve as provisional settlements, and are subject to revocation, charge-back, dispute, refund or dishonor by the issuing financial institution. In the event that these disputed or dishonored funds have been remitted to the Creditor, both parties agree that this debt shall revert to an "Unpaid" status and Creditor shall repay or refund the disputed or dishonored amount to Collector. Collector will add a debt owed, by the consumer, directly to Collector for any NSF fees or charge-back fees incurred by Collector. At which time, Collector will make its best effort to pursue the dishonored payment to recover the unpaid balance owed Creditor.

9. **COMMISSION ON CLAIMS.** It is mutually agreed that any payment received on a Claim once it has been referred to Collector for collections services, whether the payment is made to Collector's or to Creditor's offices, will be a commissionable payment. Except for:

- A. **RECONNECTION OF SERVICE. Definition.** A "RECONNECT" is defined as a Claim where the consumer has terminated service voluntarily or where services have been terminated by the utility/gas provider with the express intent, of the consumer, of reinstating service within 5 months from the date of disconnect. In order to qualify as a "RECONNECT", service must be reestablished at the exact same service address where utilities/gas were initially disconnected within 5 months from the date of disconnect. Any variation on this definition shall not qualify as a "RECONNECT".

- i. **Reconnect Commissionable Actions.**

- a. Any bad debt/collection Claim turned over to Collector that results in payment directly to Collector or any of its representatives as a result of any effort made by Collector shall be defined as a commissionable Claim and not a "RECONNECT". These efforts are defined as, but not limited to: letters, phone calls, voice messages, emails, scheduled payment plans or any combination of the above listed actions.
- b. Any bad debt/collection Claim turned over to Collector that results in payment directly to the utility/gas provider and which strictly conforms to the definition listed above shall be considered as a "RECONNECT". As such, the utility/gas provider may reserve the right to recall the Claim from Collector.
- c. No "Secondary Placement" Claims will be eligible for "RECONNECT" status.

- B. **ACCOUNTS REFERRED IN ERROR.**

- i. It is agreed that Collector shall send via electronic mail to the designated contact at Creditor a listing of Claims (Acknowledgement) that are referred for collection service within 24 hours of the Claims being loaded in to Collector's system.
- ii. Creditor agrees to review the Acknowledgement and within seven days notify Collector of any Claims which may have been referred in error.
- iii. Collector agrees to cancel any Claim upon notification of Creditor within the seven days.
- iv. If Creditor fails to notify Collector within seven days that any Claim was referred in error, then any payments made on the referred Claims will be commissionable.

10. COMPENSATION AND INVOICING

- A. Creditor agrees to pay the rate of **35%** for all Claims collected whose Date of Service and Date of Referral to Collector are less than, or equal to, 12 months (Primary Placement).
- B. Creditor agrees to pay the following rate of **35%** for all Claims collected whose Date of Service and Date of Referral to Collector are greater than 12 months (Secondary Placement).
- C. Creditor acknowledges that the contingency rates above are based upon the age of Claims at the time of referral and/or volume representations made by Creditor during the negotiation of this agreement. In the event that Creditor fails to meet the age of Claim and/or volume expectations, Collector reserves the right to adjust its charges to Creditor with a 30 day notice to Creditor prior to it going into effect.
- D. Creditor agrees that Collector will remit each month a check for monies collected at Collector's offices, minus any commissions due to Collector.
- E. Creditor agrees that the contingency rates are based on Creditor setting up and paying their monthly invoice via an automated payment method, either credit card, ACH or by check.
- F. All billing is processed monthly between the 1st and the 5th for the previous month's services.
- G. Creditor agrees that Creditor has 20 days from the invoice date to dispute any charges appearing on the invoice.
- H. ONLINE will process the automated payment and deliver to Creditor an invoice marked "Paid in Full".
- I. All invoices will be delivered via electronic mail to the email addresses designated by Creditor.

- J. Creditor agrees that, if their automated payment method is declined, ONLINE may charge a Non-Sufficient Funds fee, not to exceed \$25.00.
- K. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.
- L. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with ONLINE.
- M. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Creditor agrees to pay ONLINE's cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Creditor.
- N. Creditor will be solely responsible for all federal, state and local taxes levied or assessed in connection with Collector's performance of the Services, other than income taxes assessed with respect to Collector's taxable net income, for which income taxes Collector will be solely responsible.

11. **INSURANCE.** Collector agrees to carry Liability Insurance.

12. **WARRANTIES.** Subject to Section 18 "Excusable Delays" hereof, Collector warrants to Creditor that Collector will use lawful and industry accepted methods to provide the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY COLLECTOR HAS GIVEN CREDITOR WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, COLLECTOR MIGHT HAVE GIVEN CREDITOR WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **Limitation of Liability.** Creditor acknowledges that Collector provides the Services based on information supplied to Collector by Creditor. Creditor acknowledges that the Services are provided by human beings which are not infallible. Creditor also acknowledges that the fees Collector charges Creditor for the Services are based upon Collector's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Creditor and not Collector. Creditor therefore agrees that it is responsible for determining that the Services are in accordance with Collector's obligations under this Agreement. If Creditor reasonably determines that the Services do not meet Collector's obligations under this Agreement, Creditor shall so notify Collector in writing within ten (10) days after receipt of the Services in question. Creditor's failure to so notify Collector shall mean that Creditor accepts the Services as is, and Collector shall have no liability whatsoever for the Services. Unless Collector disputes Creditor's claim, Collector shall, at its option, either re-perform the Services in question or issue Creditor a credit for the amount Creditor paid for the nonconforming Services. This re-performance or credit constitutes Creditor's sole remedy and Collector's maximum liability for any breach of this Agreement by Collector. If, notwithstanding the above, liability is imposed on Collector, then Creditor agrees that Collector's total liability for any or all of Creditor's losses or injuries from Collector's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Creditor to Collector under this Agreement during the six month period preceding the alleged breach by Collector of this Agreement. Creditor covenants that it will not sue Collector for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL COLLECTOR HAVE ANY OBLIGATION OR LIABILITY TO CREDITOR HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE CREDITOR (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE CREDITOR WAS ADVISED SUCH DAMAGES MIGHT ARISE.

14. **Indemnification.** Creditor shall indemnify, defend and hold ONLINE and ONLINE Collections harmless from and against any and all claims and expenses which may be asserted against or Incurred by ONLINE or ONLINE Collections, based upon the information provided by, or not provided by, Creditor to ONLINE. Creditor shall be liable for its own acts of negligence, and Creditor shall hold ONLINE harmless and indemnify ONLINE for any loss, cost, expense or liability incurred by ONLINE as a result of Subscriber's negligence in the furnishing of data to ONLINE, Creditor's failure to perform any of its obligations described in this Agreement, or Creditor's failure to comply with the applicable laws and regulations. ONLINE shall hold Creditor harmless and indemnify Creditor for any loss, cost expense of liability incurred by Creditor as a result of ONLINE's negligence in providing the services, ONLINE's failure to perform any of its obligations described in this agreement, or ONLINE's failure to comply with applicable law and regulations. ONLINE shall indemnify and hold Creditor harmless from and against any and all claims and expenses which may be asserted against or incurred by Creditor based upon the use by ONLINE of the information furnished to ONLINE by Creditor for purposes not permitted by law.

15. **Intellectual Property.** Creditor acknowledges that Collector has expended substantial time, effort and funds to create and deliver the Services. The Services and any proprietary methods or mechanisms are and will continue to be Collector's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Creditor or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services. Creditor will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of Collector's or its affiliates' proprietary designations, whether registered or unregistered, without Collector's prior written

consent. Under no circumstances will Creditor attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Collector.

16. **Non-Solicit Clause.** During the term of this agreement and for a period of 1 year subsequent to the termination of this agreement, neither party shall (i). solicit, or encourage any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit, any employee of the opposing party or any of its subsidiaries to leave the employ of the opposing party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit for employment, hire or engage as an independent contractor, any person who was employed by the opposing party or any of its subsidiaries at any time during the term of the Employee's employment with the other party or any of its subsidiaries; provided, that this clause shall not apply to any individual whose employment with the opposing party or any of its subsidiaries has been terminated for a period of one year or longer.
17. **Waiver.** Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.
18. **Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Creditor without prior written consent; such consent shall not be unreasonably withheld.
19. **Excusable Delays.** Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.
20. **Dispute Resolution.** With the exception of any action taken under paragraphs 1, 3, and 4 or any alleged violation of paragraph 15, 16 and 20 of this Agreement, the parties will resolve any dispute arising out of or relating to this Agreement in a binding arbitration conducted under the auspices of the American Arbitration Association. Disputes arising out of or resulting from actions taken under paragraphs 1, 3, and 4 or 15, 16 and 20 may be resolved informally by the parties through the courts.
21. **Continuance of Business.** In the event that Creditor's business is sold, it is the Creditor's obligation to notify Collector, in writing, within 72 business hours of the effective date of the transaction.
22. **Notifications.** Creditor and Collector agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

ONLINE Information Services, Inc.
J.W. Blair, President
P.O. Box 1489
Winterville, NC 28590
Fax: (800) 838-9830

Creditor Company Name

Creditor Contact Name, Title
603 W 10th Street

Creditor Mailing Address
Rock Falls, IL 61071

Creditor City, State, Zip
Fax: 815.622.1118

23. **Severability.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.
24. **TERMINATION OF AGREEMENT.**
 - A. This contract is for a period of one year, and will automatically renew itself each year thereafter unless either party notifies the other in writing at least 60 days prior to the expiration of said agreement. Following the first anniversary this agreement may be terminated by either party with a sixty-day written notice.
 - B. Notwithstanding the foregoing, if Creditor is delinquent in the payment of charges, violates applicable law or violates a material term of this Agreement, Collector may, at its election, discontinue providing the Services to Creditor and terminate this Agreement immediately by written notice to the Creditor.
 - C. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by Collector in its reasonable judgment, Collector may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or

(b) establish new prices which apply to Collector's Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Collector in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Creditor objects in writing, in which case Collector may exercise its rights under clause (1) above. Collector will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.

D. No Damages or Indemnification for Termination. Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages, or for indemnification, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

25. Contract in Entirety; Law. This Agreement sets forth the entire understanding and agreement between Collector and Creditor concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

26. Effective Date. This Agreement is effective beginning November 14, 2016.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement on the date indicated below.

Creditor: City of Rock Falls

Signature: _____

Print Name: _____

Title: _____

Email: _____

Date: _____

Federal Tax ID: _____

**ONLINE Information Services, Inc.
dba/ ONLINE Collections**

By: _____

Date: _____

Address: PO Box 1489
Winterville, NC 28590
www.ONLINECollections.com

Telephone: (866) 630-6400
Fax: (800) 838-9830

Address of Principal Business Office:

603 W 10th Street

Rock Falls, IL 61071

Mailing Address (If Different):

Exhibit "A"

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties when ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681 Section 615 15 U.S.C. 1681m
Section 603 15 U.S.C. 1681a Section 616 15 U.S.C. 1681n
Section 604 15 U.S.C. 1681b Section 617 15 U.S.C. 1681o
Section 605 15 U.S.C. 1681c Section 618 15 U.S.C. 1681p
Section 605A 15 U.S.C. 1681c-A Section 619 15 U.S.C. 1681q
Section 605B 15 U.S.C. 1681c-B Section 620 15 U.S.C. 1681r
Section 606 15 U.S.C. 1681d Section 621 15 U.S.C. 1681s
Section 607 15 U.S.C. 1681e Section 622 15 U.S.C. 1681s-1
Section 608 15 U.S.C. 1681f Section 623 15 U.S.C. 1681s-2
Section 609 15 U.S.C. 1681g Section 624 15 U.S.C. 1681t
Section 610 15 U.S.C. 1681h Section 625 15 U.S.C. 1681u
Section 611 15 U.S.C. 1681i Section 626 15 U.S.C. 1681v
Section 612 15 U.S.C. 1681j Section 627 15 U.S.C. 1681w
Section 613 15 U.S.C. 1681k Section 628 15 U.S.C. 1681x
Section 614 15 U.S.C. 1681l Section 629 15 U.S.C. 1681y

New Collections Client Setup

Client: City of Rock Falls

Physical Address: 603 W 10th Street

Rock Falls, IL 61071

Mailing Address: _____

County of Physical Address: Whiteside

Account Executive: Travis Barnes

Commission Rate: 35 % on Claims <= 1 year from DOS to DOR

35 % on Claims > 1 year from DOS to DOR

Placement Type (Please circle): Primary Secondary Tertiary

Discount Authorization: Y/N _____ %

Client Has Express Consent for Telephone Contact: Y / N

Client has provided a sample of their contract/agreement/Terms & Conditions showing consumers provide express consent. See Attached.

Invoice Type (Please circle): Net Gross

Type(s) of Claims to be referred: (Please circle all that apply)

Electric Damages
Gas Cable
Residential Telephone Wireless Telephone
Commercial Telephone Internet
Water Other: SEWER

Does client need separate accounts setup for the different types of Claims? Y N

Referral Method:

Payment Reporting Method:

Manual Entry via Website Y / N

Manual Entry via Website: Y / N

Collections File Upload Y / N

Collections File Upload: Y / N

SFTP Transfer: Y / N

SFTP Transfer: Y / N

SECURITY:

ONLINE requires clients to utilize ONLINE's IP Address Restriction security feature. This prevents someone from obtaining user credentials and accessing information from outside your company's physical location.

IP Address: _____ (for single IP Address)

IP Address Range: _____ - _____

(For larger organizations that have been assigned a block of IP Addresses)

WEBSITE USER SETUP

Please list the users you want to have access to the ONLINE Collections Website

<u>User Full Name</u>	<u>User Email Address</u>	<u>User Name</u>
Diane Hatfield	dhatfield@rockfallsbl071.com	dhatfield

Client Contacts

Administrative Contact:

(Contact for High Level Issues)

- Receive Billing
- Receive Acknowledgement
- Receive Monthly Production Report

Name: Diane Hatfield
Title: Superintendent
PH: 815-622-1115
FX: 815-622-1118
Email: d.hatfield@rockfallsbl071.com

Validation Contact:

(Contact for daily issues)

- Receive Billing
- Receive Acknowledgement
- Receive Monthly Production Report

Name: ↓
Title: _____
PH: _____
FX: _____
Email: _____

Accounts Payable Contact:

(Responsible for Accounts Payable)

- Receive Billing
- Receive Acknowledgement
- Receive Monthly Production Report

Name: _____
Title: _____
PH: _____
FX: _____
Email: _____

Technical Contact:

(Responsible for Sending Accounts)

- Receive Billing
- Receive Acknowledgement
- Receive Monthly Production Report

Name: _____
Title: _____
PH: _____
FX: _____
Email: _____

Balance Checks Contact:

(Verify Balances on accounts)

- Receive Billing
- Receive Acknowledgement
- Receive Monthly Production Report

Name: _____
Title: _____
PH: _____
FX: _____
Email: _____



Recurring Monthly Payment Authorization Form

Schedule your payments to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Just complete and sign this form to get started!

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged each billing period for the total amount due for that period. A paid in full invoice will be emailed to you and the charge will appear on your bank or credit card statement. You agree that no prior-notification will be provided. If the payment date changes, you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

I _____ authorize ONLINE Information Services, Inc. on behalf of _____ (Company) to charge/debit our account indicated below on the 5th business day of each month for payment of our ONLINE Information Services invoices.

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Checking/ Savings Account

Checking Savings

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



Credit Card

Visa MasterCard

Amex Discover

Cardholder Name _____

Account Number _____

Exp. Date _____

CVV (3 digit number on back of card) _____

SIGNATURE _____

DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify ONLINE in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that ONLINE may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute the scheduled transactions with my bank or credit card company; provided the transactions correspond to the terms indicated in this authorization form.

11-27-152-009

213.3

75

113.3

50

90

50

16

50

11

140

11-27-152-006

11-27-152-007

28

29

30

31

32

B

11-27-152-010

16

Row

(1 of 2) [Close]

PIN: 1127152007

Tax & Property Information [More info](#)

Property Record Card [More info](#)

Owner Name: PACZESNY DONNA L

Site Address: 310 ADA ST

Site Address CSZ: ROCK FALLS IL 61071

Stated Area (Acres): 0

Property Description (Not a Legal Description): RESUB LOT 1 BLK B WOODWORTHS SUB LOTS 28 & 29 (EXC E 10 FT LOT 28) BLK B 210200x

Zoom to

CASH FARM LEASE
(Glen's Garden Farmland)

This lease is entered into as of the ____ day of December 2016, between the **CITY OF ROCK FALLS** (hereinafter referred to as "Landlord"), Rock Falls, IL 61071 and Ted Jacobs (hereinafter collectively referred to as "Tenant").

Description of Land:

Landlord rents and leases to Tenant, to occupy and to use for agricultural purposes only, certain farm real estate located in Whiteside County, Illinois, known as Lots 3, 4 and 5 in Glen's Garden Subdivision consisting more or less 57.5 tillable acres situated in Southeast Quarter Section 33, Township 21 North, Range 7 East of the 4th Principal Meridian, Whiteside County, Illinois (the "Real Estate").

Term of Lease:

The term of this lease shall be from December 1st, 2016 to November 30th, 2017, and Tenant shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be made in writing and signed by both parties hereto. Both parties agree that failure to execute an extension at least four months before the end of the current term shall be conclusive notice of intent to allow the lease to expire on November 30th, 2017. Statutory notice to Tenant is hereby expressly waived for the November 30th, 2017 termination date.

This lease shall be binding upon the heirs, executors, administrators and successors in interest of Tenant.

Amendments and alterations to this lease may be made in writing in the space provided on the back of this lease or in any other written memorandum at any time by written mutual agreement. In the event of failure to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1: Amount of Rent and Time of Payment.

A. Tenant agrees to pay the Landlord annual cash rent for the above-described farm in the amount of \$178.00 per tillable acre for more or less 57.5 acres ($\$178.00 \times 57.5 = \$10,235.00$) as follows:

One-half (\$5117.50) to be paid on or before January 5th of each lease year, and one-half (\$5117.50) to be paid on or before November 1st of each lease year.

Section 2: Landlord's Investment and Expenses. The Landlord agrees to furnish the property and to pay the items of expenses listed below:

- A. The above-described farm, excluding all improvements.
- B. Real estate taxes on all land and improvements.

Section 3: Tenant's Investment and Expenses. Tenant agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises properly.
- B. All seed, inoculation, disease-treatment materials, weed and pest chemical treatments, and fertilizers.
- C. All other items of crop expense not furnished by Landlord as provided in Section 2.

Section 4: Tenant's Duties in Operating Farm. Tenant further agrees that it will perform and carry out the stipulations below:

A. Activities required:

- 1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
- 2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
- 3. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
- 4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair, and to mow grass waterways on a regular basis.
- 5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
- 6. To take proper care of all trees, vines, and shrubs, and to prevent injury to same.
- 7. To prevent all unnecessary waste, or loss, or damage to the property of Landlord.
- 8. To comply with rules and regulations of the Illinois Pollution Control Board.
- 9. To practice fire prevention, follow safety rules, and abide by restrictions in the Landlord's insurance contracts.

B. Activities restricted:

Tenant further agrees, unless it shall first have obtained the written consent of Landlord:

- (a) Not to assign this lease to any person or persons or sublet any part of the premises; in the event of such assignment or sublease, this lease may, at Landlord's discretion, be terminated and may be deemed null and void.
- (b) Not to erect or permit to be erected any structure or building or to incur any expense to the Landlord for such purpose.
- (c) Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.

- (d) Not to cut live trees for sale purposes or personal uses.
- (e) Not to permit the erection of any commercial advertising signs on the farm.

(f) Not to permit the placement or dumping upon the farm of any waste, trash, refuse, garbage, rubbish, debris, construction debris or hazardous materials or substances. Hazardous material shall mean: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material or substance which is (i) regulated or identified as toxic or hazardous or exposure to which is prohibited, limited, or regulated by an Applicable Law, or either (ii) present in amounts in excess of what is permitted or deemed safe under Applicable Law, or (iii) handled, stored or otherwise used in any way which is prohibited or deemed unsafe under Applicable Law. "Applicable "Law" shall mean any law, rule, order, ordinance, or regulation of any federal, state, county, regional, local or other government authority.

- (g) Not to allow any hunting or trapping on the leased land.

C. Additional agreements.

(a) Tenant agrees to maintain present fertility levels and pH levels during the term of said lease and shall return the soil to Landlord in substantially the same condition as exists at the commencement of said lease.

(b) Landlord shall have the right to withdraw a portion the aforesaid Real Estate from this lease by giving Tenant written notice of its election to withdraw such property which notice must be delivered to Tenant prior to March 1 of the crop year. In such circumstance, the annual rent shall be re-determined based upon the remaining tillable acreage.

Section 5: Default, Yielding Possession, Right of Entry.

A. Termination Upon Default. If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of ten (10) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this Section.

B. Yielding Possession. Tenant agrees that at the expiration or termination of this lease, it will yield possession of the premises to Landlord without further demand or notice. If Tenant fails to yield possession, he/she shall pay to Landlord liquidated damages of \$75.00 per day, or if liquidated damages are not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by Tenant to Landlord's land or improvements, and said payments shall not entitle said Tenant to any interest of any kind or character in or on the premises.

C. Landlord's Lien for Rent and Performance. The Landlord's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. Tenant shall, if requested in writing by Landlord, provide Landlord with the names of persons or entities to whom Tenant intends to sell crops grown on these demised premises at lease thirty (30) days prior to the sale of such crops. A lesser period may be

allowed by mutual written agreement. If Tenant shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney fees of Landlord in enforcing collection or performance shall be added to and become a part of the obligations payable by Tenant hereunder.

D. Landlord's Right of Entry During Term of Lease. Landlord reserves the right of itself, its agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after conclusive notice has been given that the lease may not be extended, or plowing after severance of crops, of seeding, or of applying fertilizers and doing other fieldwork. In the event Tenant is in default on her rent payment, or otherwise in breach of this lease, Landlord may enter said premises for the purpose of harvesting the crops without necessity of proceeding with a suit for distress of rent. Said crop shall be retained by Landlord for payment of the rent due and shall also be applied toward Landlord's cost of harvesting. The balance, if any, shall be delivered to Tenant.

E. Mineral Rights. Nothing in this lease shall confer upon Tenant any right to minerals underlying said land, but the same are hereby reserved by Landlord together with the full right to enter upon the premises and to bore, search, and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work on any railroad track or tracks, tanks, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. Landlord agrees to reimburse Tenant for any actual damage he/she may suffer for crops destroyed by these activities and to release Tenant from obligation to continue farming this property when development of mineral resources interferes materially with Tenant's farming operations.

F. Extent of Agreement. The terms of this lease shall be binding on the heirs, executors, administrators and assigns of both Landlord and Tenant in like manner as upon the original parties, except as set out in the Term of Lease provisions of Pages 1 and 2 of this lease.

LANDLORD:
CITY OF ROCK FALLS

TENANT:
Ted Jacobs

William B. Wescott, Mayor

Attest:

Date

Eric Arduini, City Clerk

LEASE AGREEMENT

The City of Rock Falls, Whiteside County, Illinois, acting by and through Robbin E. Blackert, City Administrator in her capacity as said City Administrator, and pursuant to authority granted by the City Council of the City of Rock Falls by Ordinance dated December 6th, 2016, hereby agrees on behalf of the City of Rock Falls ("City") to lease to Martin & Company Excavating, of Oregon, Illinois ("Martin") the right to use and occupy that building located upon Lot 2 of Glen's Garden Subdivision, Rock Falls, Whiteside County, Illinois, which was formerly occupied by SJ Smith Welding Company, upon the following terms and conditions:

1. Martin shall pay to the City of Rock Falls the sum of \$500 per month for the use and occupancy of the building, each payment due on the first day of each month in advance.
2. Martin shall be responsible for payment of all utilities, maintenance and repairs necessitated to the building during the term of occupancy, and for all snow removal expenses.
3. The Lease shall include the right of access to and from Illinois Route 40 upon the drive surfaces located upon and within said Lot 2, but provided that Martin shall not impede or obstruct access or use of the drives by other persons or parties.
4. No storage of materials or equipment shall occur outside the building without the express written consent in advance of the City Administrator of the City of Rock Falls.
5. The Lease shall be for a term to terminate on July 31, 2017, unless sooner terminated by notice by either party to the other given not less than 30 days in advance of the end of any month, to be effective as of the end of said month. Upon termination, Martin agrees to surrender possession of the building to the City of Rock Falls, in the same condition as exists at the commencement of the term, reasonable wear and tear accepted.
6. Martin agrees that the building shall not be utilized for the storage of hazardous materials or substances, except for petroleum based products that are contained within the fuel tank of any motor operated vehicle stored or located within.
7. In the event that the City shall be required to take any legal action to enforce the terms and provisions of this lease, or to collect any amount due and owing hereunder, then, in addition to the amounts so due and owing, Martin shall pay and reimburse to the City the reasonable attorney fees incurred by the City in any such action.
8. Martin agrees to indemnify and hold the City harmless from any and all claims, causes of action, liability, damages and demands asserted by any person for personal injury or property damage arising from or as the result of the use and occupancy of the premises by Martin, including reasonable attorney fees incurred or paid by the City.

Dated: _____

City of Rock Falls, Illinois

By: _____
City Administrator

Martin & Company Excavating

By: _____
Title



November 1, 2016

City of Rock Falls
 Attn: Mr. Ted Padilla, Water Superintendent
 603 West 10th Street
 Rock Falls, IL 61071

Re: Booster Pump No.3 Repair and Installation

Dear Mr. Padilla:

Per your request, please find this proposal for the recommended repairs and reinstallation of Booster Pump No.3 for the City of Rock Falls.

The estimated costs associated with the repairs and reinstallation is as follows:

Rock Falls – Booster No. 3 Inspection					
	Item	Qty	Unit	Unit Cost	Extension
1	Make new intermediate and head shafts; replace bearings; recondition stuffing box; Repair upper column pipe, reassemble pump/booster/head				
	Serviceman with Hand Tools	35	Hrs	\$152.00	\$5,320.00
	Machinist and equipment	12	Hrs	\$169.00	\$2,028.00
	Bowl Bearing 1006F010 BRZ	3	EA	\$67.50	\$202.50
	Discharge Bearing 1006F011 BRZ	2	EA	\$72.00	\$144.00
	Stuff. Box Bearing 1006F007 BRZ	1	EA	\$41.00	\$41.00
	1 3/16" x 112" -8THD shaft	1	EA	\$342.00	\$342.00
	1-11/16" x 55" – 8THD head shaft	1	EA	\$342.00	\$342.00
	1.18" x 1.38" x 7" Shaft Sleeve	1	EA	\$58.00	\$58.00
	8" x 24" column pipe	2	Ft	\$47.00	\$94.00
	TFE Packing	12	IN	\$2.25	\$27.00
	1-3/16 Rubber Bearing	1	EA	\$24.00	\$24.00
	Stainless Steel Fasteners	1	LS	\$190.00	\$190.00
	75 HP motor refurbishment (wash/bake windings/new bearings)	1	LS	\$1,860.00	\$1,860.00
2	Load and mobilize to the site, set up crane, reinstall assembly, return to yard				
	Large Crane and 2 man crew	8	Hrs	\$414.00	\$3,312.00
TOTAL =					\$13,984.50

WATER RESOURCES

The booster inspection identified a rubber bearing that was torn and missing from the lineshaft retaining bearing (spider). This appears to have allowed the lineshaft to “wobble” causing bearing wear in the stuffing box, upper portion of the bowls and wear areas of the lineshaft. This could be the reason for the recent leaking of water past the stuffing box that was identified over the winter/spring. The inspection report which is attached to this proposal discusses these worn parts in more detail.

Layne can begin repairs to this assembly upon notice to proceed by the City. Layne estimates about 2 weeks of time are needed to complete the repairs as all components are currently in our stock and ready for use. Layne will mobilize back with the repaired assembly and will reinstall when completed.

Layne assumes that the City of Rock Falls will conduct reservoir chlorination and sampling upon completion of reinstallation and did not include costs for those services in this proposal.

Layne values our longstanding relationship with the City of Rock Falls and is looking forward to again being of service to you on this project. If you have any questions, comments, or concerns regarding the proposal above please do not hesitate to contact me. I can always be reached either in the office at 630.897.6941 or on my mobile at 630.809.2707.

Sincerely yours,



Brian M. Snelten, P.G.
Project Manager
Layne Christensen Company

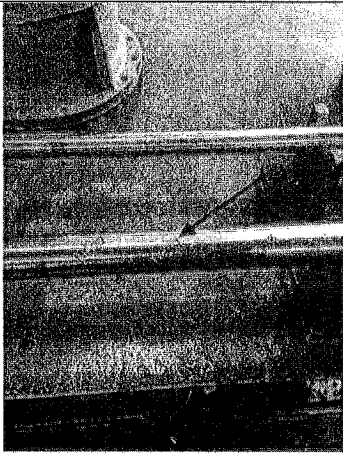




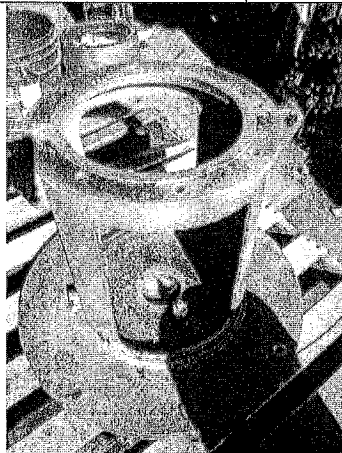
WATER - MINERAL - ENERGY
 721 WEST ILLINOIS AVE.
 AURORA, IL 60506
 630.897.6941 PHONE
 630.897.6976 FAX

City of Rock Falls, IL
 Booster #3
 PUMP INSPECTION REPORT

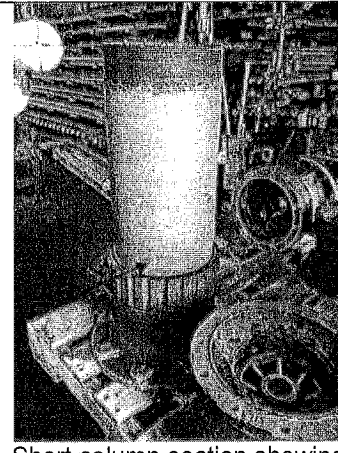
JOB NAME	City of Rock Falls, IL	WELL NO.	Booster 3	DATE	11/01/16
JOB NO.	42168	INSPECTED BY	Snelten, Kopp		
		BOWL ASSEMBLY	Christensen 12 RKBH -3 stage		
		COLUMN ASSEMBLY	8"x84" 1-3/16"		



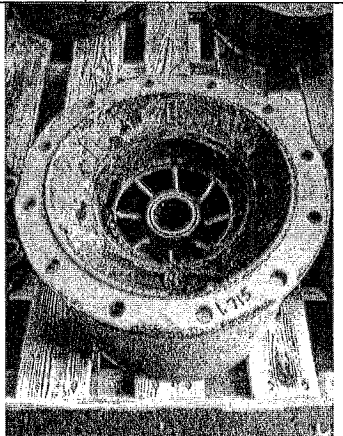
Impeller shaft showing area of wear near top of bowl



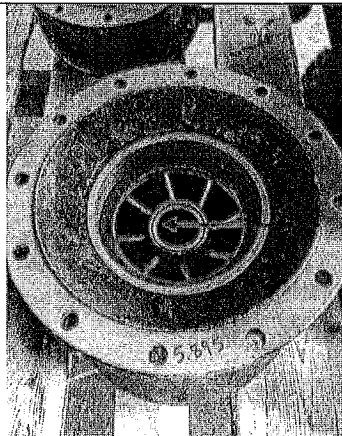
Discharge head



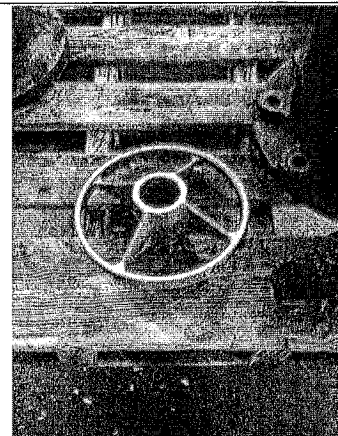
Short column section showing deep pitting on inside near threading



Bowl castings are in fair-good condition with acceptable wear rings



Bowl bushings worn

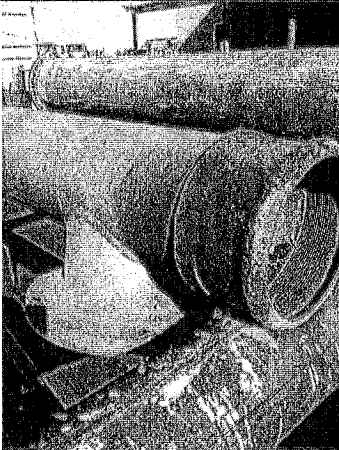


Spider retaining bearing good for reuse; new rubber bearing needed

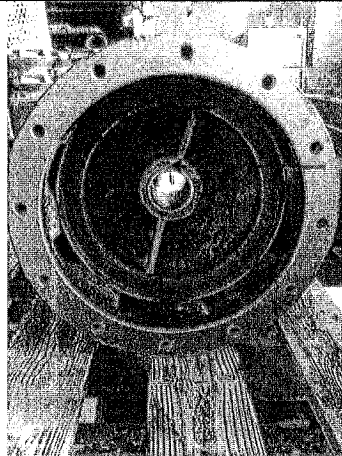


WATER · MINERAL · ENERGY
 721 WEST ILLINOIS AVE.
 AURORA, IL 60506
 630.897.6941 PHONE
 630.897.6976 FAX

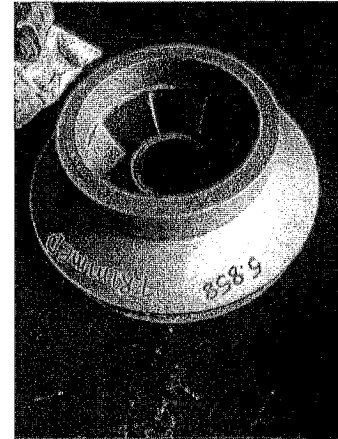
City of Rock Falls, IL
 Booster #3
 PUMP INSPECTION REPORT



Below base discharge column in good condition



Bowl bearings tolerances are larger than recommended



Bronze impeller in good condition. Showing extra wear ring from previous repairs. Acceptable for resuse

Bowl Assembly Comments:

All bowl castings appear okay for reuse. The bowl bushings are excessively worn on the top part of the pump due to the failure of a rubber bearing in the lineshaft that caused excessive wobble of the shaft. All bearings should be replaced in the bowl and stuffing box. The bronze wear rings are acceptable for reuse.

The stuffing box is recommended for reconditioning including a new stuffing box bushing and packing. The motor drive shaft is acceptable for resuse. The head shaft and intermediate shaft show wear near the stuffing box and where the spider retainer bearing is. The failure of the rubber bearing in the spider retainer appears to have caused wobble of the shaft that wore bearings in the bowl assembly and stuffing box. It is recommended to replace the head shaft and intermediate shaft with one solid piece of column and a new shaft sleeve. The spider retainer is acceptable, but a new rubber bearing is needed. Due to the wobble in the shaft, the upper part of the impeller shaft has excessive wear and should be replaced.

A complete micrometer report of the critical fit points is attached for your review. The fasteners were worn during removal and it is recommended to replace all the fasteners for the bowl assembly with stainless steel fasteners.

Motor Comments:

The motor was inspected by Apex and it is recommended for washing/baking of motor windings, re-insulation of the windings and replacement of bearings.

Column Assembly Comments:

The top end of the column pipe has excessive pitting on the inside of the threading area. The adjustable flange nut is movable, but the column cannot be removed. It is recommended to cut this and bore out to save the flange and replace the column pipe. This will allow for correct adjustment to the discharge flange during installation. The bottom piece of column pipe shows some minor pitting but is acceptable for reuse.

To extend the life of the column and discharge flange, it is recommended to recoat the components with epoxy paint.

Cable Comments:

NA



BOWL ASSEMBLY INSPECTION REPORT

GREAT LAKES GROUP
WATER RESOURCES DIVISION

Project		Rock Falls Booster		Well No.	3	Date	6/18/14
Project No.		42168		Inspected by		John Kopp	
Serial No.		113792 Layne CIBF		Bowl Assembly		12RKBH – 3 Stage	
Stage No.	Wear Ring	Impeller Skirt	Clearance	Bearing ID	Impeller Shaft	Clearance	
1 (suction) Full	5.891	5.871	.020	1.699	1.687	.012	
2 Full	5.880	5.858	.022	1.700	1.687	.013	
3 Trim	5.895	5.872	.023	1.707	1.687	.020	
4				1.715	1.687	.028	
5				1.731	1.687	.044	
6							
7			Stuff Box	1.218	1.187	.031	
8							
9							
10	Column: 8" x 83-11/16" – w/below ground discharge - ok						
11	8" x 23-15/16" – attached to adj. flange ** Bad Pitting **						
12							
13	Shafts: 1-3/16" x 83-15/16" – 8THD w/sleeve – poor condition where rubber bearing worn grooves						
14	Head: 1-3/16" x 28-1/2" – 8THD – poor condition through stuffing box						
15	MDS: 1-3/16" x 43-3/8" – 8THD – ok with polish						
16							
17	Drop in spider – ok and passed "wobble" test						
Impeller Shaft	1-11/16" x 55 w/ 1-3/16" – 8THD (mic ok except @ top bushing area .004 wear)						
Fasteners	C.S. – Replace						
Strainer	SST – OK						
Collets	SST – OK						

<p>Comments</p> <ul style="list-style-type: none"> • All bowl castings appear ok for reuse. • Bowl has bronze wear rings and bronze bushings. • Top column (8" x 24" w/ adjustable flange) needs replacement due to pitting opposite of threading in inside.
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WATER RESOURCES



Elgin Service Center
12N124 Coombs Road
Elgin, Illinois 60124
847-741-5521

Freeport Service Center
5040 Business Route 20 West
Freeport, Illinois 61032
815-235-8777

Rockford Service Center
2820 McFarland Road
Rockford, Illinois 61107
815-962-5591

Sugar Grove Service Center
200 New Bond Street
Sugar Grove, Illinois 60554
630-897-1565

November 18, 2016

Mayor William B. Wescott
City of Rock Falls
603 W. 10th St.
Rock Falls, IL 61071

Dear Mayor William B. Wescott,

Girl Scouts of Northern Illinois (GSNI), which provides Girl Scouting in your community, is planning to hold its 2017 Cookie Program during the months of January-March 2017. We are requesting permission to conduct the program in your community.

The dates of the sale are:

January 6-January 29, 2017

Girls will be taking orders from friends, family and door-to-door.

February 24- March 19, 2017

Girls will be delivering cookies and holding Cookie Booth sales at various local business sites (*with the permission of those businesses*). We've had Mayors in the past visit a Girl Scout cookie booth during National Girl Scout Cookie Weekend (Feb 24-26) to purchase a box of cookies in support of the largest girl-led business in the country. If you're interested in this, please let me know so we can work with you and find a Girl Scout troop in your area.

GSNI offers life skills for Kindergarten through the 12th grade. By participating in the Cookie Program, these life skills are enriched through the learning of handling money, being self-reliant and bringing their own values to the business world. Our program utilizes the three processes of girl led, learning by doing, and cooperative learning while developing 5 valuable life skills Goal Setting, Decision Making, Money Management, People Skills, Business Ethics.

Please inform your police department of these dates so they will be aware of the additional number of girls on the streets during the Cookie sale period.

We would appreciate a response from you by Friday, December 16. If we have not heard from you by that date, we will assume our request has been approved.

Thank you for your cooperation. If you have questions and/or concerns, please contact me at 844-GSNI-4ME or hbartelt@girlscoutsni.org. Our offices will be closed December 23, 2016-January 2, 2017.

Sincerely,

Holly M. Bartelt
VP of Retail Sales and Product Programs
Girl Scouts of Northern Illinois

Building girls of courage, confidence and character, who make the world a better place.
www.girlscoutsni.org

