

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 April 4th, 2017 6:30 p.m.

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

Public Hearing

Public hearing concerning the proposed annexation agreement for property located at 222 Martin Road.

Recognition:

Badge pinning of new Fire Fighter Mark T. McPhillips

Audience Requests:

Community Affairs:

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

Consent Agenda:

1. Approve the Minutes of the March 21st, 2017 Regular Council Meeting
2. Approval of bills as presented.
3. Approval of **Resolution 2017-758** Accepting a Grant from IHDA Abandoned Residential Property Municipal Relief Program

Ordinance First Reading:

1. Approval of **Ordinance 2017-2303** Authorizing Lease of Real Estate for Cellular Tower.
2. Approval of **Ordinance 2017-2304** Supplemental Appropriation Ordinance.
3. Approval of **Ordinance 2017-2305** vacating a portion of alley south of Ada Street.
4. Approval of **Ordinance 2017-2306** adding Article VI to Chapter 20 - Open Burning
5. Approval of **Ordinance 2017-2307** amending Section 32-510 - Burning

6. Approval of **Ordinance 2017-2308** amending Article XI of Chapter 6 – Private Outdoor Pools.
7. Approval of **Ordinance 2017-2311** amending Section 34-283 and 34-284 Uses for B-1 Zoning.
8. Approval of **Ordinance 2017-2312** amending Section 16 390-1 Special use permit.

Ordinance Second Reading / Adoption

1. Adoption of **Ordinance 2017-2301** authorizing and providing for the issue of not to exceed \$5,300,000 General Obligation Bonds (Alternate Revenue Source), of the City for the purpose of paying the costs of designing, constructing and operating a broadband internet system for the City and related expenses, the pledge of certain revenues to the payment of principal and interest on the bonds, the levy of a direct annual tax to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of said bonds to the purchaser thereof.

2. Adoption of **Ordinance 2017-2302** authorizing the Mayor and City Clerk to execute the Intergovernmental Agreement with the City of Sterling and County of Whiteside for operation of the consolidated Public Safety Answering Point (PSAP), and the elimination of all tele-communicator and community service officer positions.

3. Adoption of **Ordinance 2017-2309** authorizing the signing of an annexation agreement with Gregg Fritsch and Randy Fritsch for the property at 222 Martin Road.

4. Adoption of **Ordinance 2017-2310** approving the annexation of the property at 222 Martin Road into the City of Rock Falls.

City Administrator Robbin D. Blackert:

1. Approval of the first reading of the FY18 budget.

Information/Correspondence:

Eric Arduini, City Clerk

1. Approval of the recommendation from the Finance / Insurance Committee for liability and work compensation insurance premium 2017-2018 to the Municipal Insurance Cooperative Agency (MICA) in the amount of \$474,710.00.

2. Approve of the recommendation from the Finance/Insurance Committee the 2017-2018 renewal with the IPBC (Intergovernmental Personnel Benefit Cooperative) for Employee Health and Dental Insurance through the NIHII (Northern Illinois Health Insurance Initiative) Sub-Pool. The agreement will incur a 1.1% increase for health care, and 2.2% increase for dental coverage.

James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads:

Water Reclamation- Ed Cox

Electric- Dick Simon

1. Approval of the estimate for additional crack repair at the hydro plant by Tarlton Concrete Restoration, 5500 West Park Avenue St. Louis MO. not to exceed \$27,000.
2. Review of bid tabulation and approval of purchase of a 2017 Chevrolet Colorado with trade-in.

Police Chief- Chief Tammy Nelson

Fire Chief- Chief Gary Cook

Building Inspector- Mark Searing

Water - Ted Padilla

Street - Larry Spinka

Utility Office - Diane Hatfield

Tourism - Janell Loos

1. New Hire Kate Williams - intern at Rock Falls Tourism
2. Events for Approval
 - a. RB&W District - Summer Splash
 - b. RB&W District - Spring Fest

Ward Reports:

Ward 1

Ald. Reitzel

Ald. Logan

Ward 2

Ald. Kuhlemier

Ald. Snow

Ward 3

Ald. Schuneman

Ald. Kleckler

Ward 4

Ald. Folsom

Mayor's Report:

Executive Session:

Any action taken from Executive Session:

Adjournment:

Next City Council Meeting 4-18-2017

Posted 3-31-2017

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.

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MEMO

TO: Mayor and City Council

FROM: Mark Vandersnick, Chairman
Planning & Zoning Commission

RE: Planning & Zoning Commission
Annexation Plat – Owners (Gregg Fritsch)
Address: 222 Martin Road, Rock Falls IL

March 31, 2017

At the Planning/Zoning Commission meeting on Thursday, March 30, 2017 members were asked to review an annexation plat for the property located at 222 Martin Road, Rock Falls IL for their approval.

The Planning/Zoning Commission is recommending approval of this annexation plat as presented.

Thank you.

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

March 21st, 2017

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order by Mayor William B. Wescott at 6:40 p.m. March 21st, 2017 in the Council Chambers of Rock Falls.

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

Consent Agenda:

Alderman Kleckler asked that item 3 on the consent agenda be read for consideration separately. The Consent agenda was read aloud by Clerk Arduini. A motion to approve items 1 and 2 of the consent agenda by omnibus designation was made by Alderman Snow, and second by Alderman Logan.

1. Approve the Minutes of the March 7th, 2017 Regular Council Meeting
2. Approval of bills as presented

Vote 5 aye, motion carried

A motion was made by Alderman Logan, and second by Alderman Schuneman to refer the Petition for annexation and plat to the Planning / Zoning Committee for consideration for the property at 222 Martin Road. Alderman Kleckler asked why the City is not making this resident also install City water service since the City had made others hook up in the past. Mayor Wescott and Attorney Reese explained that there is no nearby water service available to service the address, and when services are made available in front of the home, or if the current sand point goes bad, the owner will be required to hook up per the agreement and ordinance.

Vote 5 aye, motion carried

The Ordinances for first reading were considered for approval separately.

A motion was made by Alderman Logan and second by Alderman Schuneman to approve the first reading of **Ordinance 2017-2301** authorizing and providing for the issue of not to exceed \$5,050,000 General Obligation Bonds (Alternate Revenue Source), of the City for the purpose of paying the costs of designing, constructing and operating a broadband internet system for the City and related expenses, the pledge of certain revenues to the payment of principal and interest on the bonds, the levy of a direct annual tax to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of said bonds to the purchaser thereof.

Vote 4 aye (Reitzel, Logan, Snow, Schuneman,), 1 nay (Kleckler) without a majority the Mayor voted aye, motion carried.

A motion was made by Alderman Snow and second by Alderman Schuneman to approve the first reading of **Ordinance 2017-2302** authorizing the Mayor and City Clerk to execute the Intergovernmental Agreement with the City of Sterling and County of Whiteside for operation of the consolidated Public Safety Answering Point (PSAP), and the elimination of all tele-communicator and community service officer positions. City Administrator Robbin Blackert explained that changes have been made to the draft agreement. Adm. Blackert explained the changes to the Council. Alderman Schuneman had questions about the lease agreement, and it was explained that the lease agreement would cover some capital improvements to the PSAP facility, but the lease would be a no cost. Administrator Blackert also explained the exhibits accompanying the agreement, but a line item breakdown of the costs were not available at the time of the Council meeting. The share will be broke down initially by having Sterling pay 40%, Rock Falls pay 30%, and Whiteside paying 30%. The agreement may not be perfect, and the cost is much higher than expected.

Alderman Logan confirmed that the Dispatch Director will report to the Advisory Committee. The cost will be higher for the City due to this unfunded mandate by the state and will increase the cost to the City by approximately \$125,000 to keep our police station open around the clock.

Alderman Kleckler asked how much the 911 allotment on "Schedule A" may be. Adm. Blackert explained 911 money has typically paid for software and licenses rather than salaries in the past, it will probably not be a large amount.

Mayor Wescott explained that more information will be made available before the next vote. He also explained the contributions made by the smaller communities into the 911 system, and how that funding may change. Call volume will be revisited in 6 months to break out the percentage of costs to each entity.

Administrator Blackert explained to Alderman Kleckler that the Rock Falls telecommunicator positions will be eliminated and the union will be dissolved. The community service officer will still be employed, but not dispatching part time.

Vote 5 aye, motion carried

City Administrator Robbin D. Blackert:

City Administrator Blackert explained that the Public Property Committee had discussed a potential project in the West Industrial Park where they may need 5 acres. An appraisal had been done, and the fair market value was \$25,000 per acre. Attorney Reese suggested that the land be given to the Industrial Development Committee to handle negotiations, and sign any potential contracts. A motion for the approval of the recommendation from the Public Property Committee for the sale 5 acres of land in the West Industrial Park for \$25,000 per acre was made by Alderman Logan, and second by Alderman Reitzel.

Vote 5 aye, motion carried

A motion was made by Alderman Snow, and second by Alderman Schuneman for the approval of the Professional Services Agreement with Stanley Consultants for Screw Pump litigation Assistance at a cost not to exceed \$13,000.

Vote 5 aye, motion carried

Administrator Blackert presented a recommendation from the Industrial Development Committee and allowed the Council to review the letter of intent for the sale of 5.6 Acres of land in the RB&W District. Alderman Klecker asked for clarification of the lot boundaries to be sold. Attorney Reese pointed out that this is not a binding contract.

A motion was made by Alderman Schuneman and second by Alderman Logan for approval of a letter of engagement with Standard and Poor's for a public S&P Global Ratings credit rating for US\$1,905,000 City of Rock Falls, Whiteside County, Illinois, General Obligation Bonds (Alternate Revenue Source), Series 2017A, dated: Date of delivery, due: October 01, 2037 US\$2,670,000 City of Rock Falls, Whiteside County, Illinois, Taxable General Obligation Bonds (Alternate Revenue Source), Series 2017B, dated: Date of delivery, due: October 01, 2031, at a cost of \$10,800.00.

Vote 5 aye, motion carried

Administrator Blackert reminded the Council that the Finance Committee's budget presentation will be held on March 28th and 29th at 5:00pm. The Enterprise Funds will be held on Tuesday, and the General Fund will be held on Wednesday.

Information/Correspondence:

City Clerk Eric Arduini informed the Council that he had received a thank you letter from the family of Joe Padilla.

City Engineer Brian Frickenstein

Brian Frickenstein informed the Council that he has spoken with the contractor at the riverfront, and they will be resuming work on the site in the first week in April weather permitting. There was a meeting with the US Army Corps of engineers to examine erosion at East 2nd Street. The Corps will be doing a feasibility study. If a grant is obtained for the work there is a local contribution amount required.

Ward Reports:

Ward 2:

Alderman Snow reminded everyone to vote at the consolidated election on April 4th.

Ward 3:

Alderman Schuneman presented the ad put together by Janell Loos and Robbin for the Northwest Illinois magazine. Mr. Schuneman also gave his memorial thoughts for Chuck Berry.

Mayor's Report:


Mayor Wescott spoke about Gary Camarano from Whiteside County and a meeting with a members of the Chinese Consulate concerning a new portal which will help commerce with small businesses who want to do more business with China. They estimate a 27% increase in business in 2018. About 40 business owners were in attendance for the meeting.

Mayor Wescott spoke about the Sesquicentennial Committee having a table at the Sublette Toy show as their featured vehicles this year were International Harvester.

With nothing else for the good of the Council a motion was made by Alderman Snow and second by Alderman Reitzel to adjourn the meeting at 7:16pm.

Viva Voce Vote, motion carried

Meeting is adjourned at 7:21pm



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois April 4, 2017

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		\$2.30
Tourism		\$196.29
General Fund		\$23,779.96
Tax Increment Financing		\$0.00
Industrial Development		\$0.00
Electric	Electric O & M	\$20,083.07
Broadband Fund		\$0.00
GIS/IT Fund		\$131.47
Sewer	Sewer Revenue/O & M	\$422,500.13
Water	Water Revenue/O & M	\$43,199.12
Garbage		\$2,082.50
Customer Service Center		\$2,683.89
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$0.00
Safe Passage/Non Evidentiary		\$0.00
Motor Fuel Tax		\$21,948.52
Customer Utility Deposits		\$3,058.46
		<u>\$539,665.71</u>

Alderman Kuhlemier
Alderman Logan
Alderman Kleckler

INVOICES DUE ON/BEFORE 03/31/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
172	CITY OF ROCK FALLS	5,012.67	2.30
	R F SESQUICENTENNIAL FUND		2.30
TOURISM			
05	TOURISM		
200	COM ED	1,814.08	37.12
5032	COMCAST	1,617.88	5.24
	TOURISM		42.36
GENERAL FUND			
01	ADMINISTRATION		
172	CITY OF ROCK FALLS	5,012.67	0.46
4194	CIRCUIT CLERK OF DEKALB COUNTY		375.00
4310	PITNEY BOWES	4,553.39	500.00
4331	CIRCUIT CLERK OF LEE COUNTY	3,710.00	125.00
4861	CIRCUIT CLERK OF WHITESIDE CO	4,175.00	300.00
5032	COMCAST	1,617.88	5.24
	ADMINISTRATION		1,305.70
02	CITY ADMINISTRATOR		
5032	COMCAST	1,617.88	2.62
	CITY ADMINISTRATOR		2.62
03	PLANNING/ZONING		
1052	SAUK VALLEY MEDIA	15,248.77	145.60
	PLANNING/ZONING		145.60
04	BUILDING		
172	CITY OF ROCK FALLS	5,012.67	42.90

INVOICES DUE ON/BEFORE 03/31/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
04	BUILDING		
5032	COMCAST	1,617.88	10.48
	BUILDING		53.38
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS	5,012.67	251.28
5032	COMCAST	1,617.88	10.48
	CITY CLERK'S OFFICE		261.76
06	POLICE		
1448	IL DEPT OF CENTRAL MGMT SERV	3,808.45	309.91
172	CITY OF ROCK FALLS	5,012.67	6.06
194	GRUMMERT'S HARDWARE - R.F.	8,122.33	7.76
4201	JESSE'S TOWING & SERVICE	452.00	15.00
432	ILLINOIS FIRE & POLICE	375.00	200.00
5032	COMCAST	1,617.88	81.17
5110	KUNES COUNTRY AUTO GROUP	10,157.71	1,173.12
55	ARAMARK UNIFORM SERVICES, INC.	23,610.97	58.66
882	CGH MEDICAL CENTER MAIN CLINIC	1,163.00	190.00
	POLICE		2,041.68
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	5,012.67	20.91
	CODE HEARING DEPARTMENT		20.91
10	STREET		
1773	ATCO INTERNATIONAL	879.00	360.00
194	GRUMMERT'S HARDWARE - R.F.	8,122.33	17.96
2606	MIKE'S REPAIR SERVICE	3,187.87	100.44
2771	PAETEC	3,149.22	77.73
4207	O'REILLY AUTOMOTIVE INC	7,654.19	41.98
5032	COMCAST	1,617.88	5.24
55	ARAMARK UNIFORM SERVICES, INC.	23,610.97	120.85

INVOICES DUE ON/BEFORE 03/31/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
690	PLAINWELL BRASS, INC.	3,681.14	450.00
	STREET		1,174.20
12	PUBLIC PROPERTY		
533	ELECTRONICS, INC.	9,325.06	454.00
	PUBLIC PROPERTY		454.00
13	FIRE		
172	CITY OF ROCK FALLS	5,012.67	8.43
2621	TOM CUSHMAN		185.00
3141	COMPANY ONE	843.00	343.75
3173	MUNICIPAL EMERGENCY SERVICES	5,171.35	140.94
432	ILLINOIS FIRE & POLICE	375.00	200.00
4447	FRANK'S SMALL ENGINE REPAIR	941.18	679.99
4559	CHUCK'S COMPRESSORS INC	1,546.50	290.00
4796	VERIZON WIRELESS	16,182.78	125.35
5032	COMCAST	1,617.88	18.35
5153	DAVE JACKLEY SEWER &	675.00	100.00
T0003247	IFSAP		10.00
	FIRE		2,101.81
40	HOME GRANT PROGRAMS		
172	CITY OF ROCK FALLS	5,012.67	1.61
	HOME GRANT PROGRAMS		1.61
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1702	INTERSTATE ALL BATTERY CENTER	1,711.35	57.90
172	CITY OF ROCK FALLS	5,012.67	9.66
194	GRUMMERT'S HARDWARE - R.F.	8,122.33	43.60
2631	HOUSE'S TRUCK & AUTO REPAIR	41,872.62	337.04
2771	PAETEC	3,149.22	163.84

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TIME: 15:26:30
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/31/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4148	BHMG ENGINEERS	12,500.00	1,250.00
4375	SUPPLYWORKS		311.56
4452	MIDAS AUTO SERVICE EXPERTS		324.28
4626	ENGEL ELECTRIC CO.	24,199.79	760.92
5032	COMCAST	1,617.88	26.22
55	ARAMARK UNIFORM SERVICES, INC.	23,610.97	240.48
795	SBM BUSINESS EQUIPMENT CENTER	7,209.94	539.99
	OPERATION & MAINTENANCE		4,065.49
GIS/IT FUND			
22	GIS/IT FUND		
219	CRESCENT ELECTRIC	1,047.99	131.47
	GIS/IT FUND		131.47
SEWER FUND			
30	SEWER		
4040	ILLINOIS ENVIRONMENTAL	717,336.68	398,225.06
	SEWER		398,225.06
38	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	3,229.27	63.14
194	GRUMMERT'S HARDWARE - R.F.	8,122.33	76.59
200	COM ED	1,814.08	121.18
2600	DUKE'S ROOT CONTROL INC		8,335.48
4119	USA BLUE BOOK	10,079.17	1,215.69
4796	VERIZON WIRELESS	16,182.78	76.02
4837	ENVIRONMENTAL RESOURCE ASSOC	239.52	1,014.24
5032	COMCAST	1,617.88	18.35
5176	DIRECT IN SUPPLY	853.90	54.00
	OPERATION & MAINTENANCE		10,974.69
WATER FUND			
40	WATER		

INVOICES DUE ON/BEFORE 03/31/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
4040	ILLINOIS ENVIRONMENTAL	717,336.68	13,120.43
	WATER		13,120.43
48	OPERATION & MAINTENANCE		
169	CITY OF DIXON	211.00	250.00
172	CITY OF ROCK FALLS	5,012.67	0.46
1740	VIKING CHEMICAL CO	10,691.00	1,041.87
194	GRUMMERT'S HARDWARE - R.F.	8,122.33	112.07
2451	MENARDS	5,601.11	29.94
2771	PAETEC	3,149.22	74.80
2847	PDC LABORATORIES, INC.	3,127.40	124.00
2851	FASTENAL COMPANY	1,402.06	48.33
423	AT&T	21,373.10	369.91
4361	FERGUSON WATERWORKS #2516	105,971.52	52.35
4773	QUALITY CHEMICAL CO MIDWEST	22,930.29	253.06
4796	VERIZON WIRELESS	16,182.78	152.04
5032	COMCAST	1,617.88	13.11
5110	KUNES COUNTRY AUTO GROUP	10,157.71	36.04
5176	DIRECT IN SUPPLY	853.90	258.60
838	THE SHERWIN - WILLIAMS CO.	438.15	128.88
	OPERATION & MAINTENANCE		2,945.46
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	371,883.01	82.50
T0003521	SAUK VALLEY LANDLORDS ASSOC	1,000.00	2,000.00
	GARBAGE		2,082.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS	5,012.67	201.02
2688	STAPLES CREDIT PLAN	1,603.55	313.99
4834	GARY R CAMPBELL	762.60	339.90
5032	COMCAST	1,617.88	18.35
689	PITNEY BOWES GLOBAL	13,166.19	1,710.21
	CUSTOMER SERVICE CENTER		2,583.47

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/31/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5183	COMPASS MINERALS AMERICA	18,050.82	12,924.65
	MOTOR FUEL TAX		12,924.65
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003303			48.41
T0004253			70.05
T0004254			104.92
	CUSTOMER UTILITY DEPOSITS		223.38
	TOTAL ALL DEPARTMENTS		454,884.53

INVOICES DUE ON/BEFORE 03/24/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
4815	TDG COMMUNICATIONS INC	13,492.50	112.50
5032	COMCAST	1,403.08	4.76
5178	COMCAST BUSINESS	1,769.96	36.08
688	PITNEY BOWES INC	242.99	0.59
	TOURISM		153.93
GENERAL FUND			
01	ADMINISTRATION		
5032	COMCAST	1,403.08	4.76
5148	RETAIL ATTRACTIONS LLC	49,520.00	3,600.00
5178	COMCAST BUSINESS	1,769.96	36.08
688	PITNEY BOWES INC	242.99	0.22
T0004248	BRENT PORTER		6,000.00
	ADMINISTRATION		9,641.06
02	CITY ADMINISTRATOR		
4834	GARY R CAMPBELL	711.65	50.95
5032	COMCAST	1,403.08	2.38
5178	COMCAST BUSINESS	1,769.96	36.08
688	PITNEY BOWES INC	242.99	0.36
	CITY ADMINISTRATOR		89.77
03	PLANNING/ZONING		
688	PITNEY BOWES INC	242.99	2.80
	PLANNING/ZONING		2.80
04	BUILDING		
5032	COMCAST	1,403.08	9.51
5178	COMCAST BUSINESS	1,769.96	72.22
688	PITNEY BOWES INC	242.99	14.89
	BUILDING		96.62

INVOICES DUE ON/BEFORE 03/24/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
5032	COMCAST	1,403.08	9.51
5178	COMCAST BUSINESS	1,769.96	72.18
688	PITNEY BOWES INC	242.99	21.95
	CITY CLERK'S OFFICE		103.64
06	POLICE		
1165	COMPLETE ELECTRICAL CONTR. INC	44,027.20	51.50
2985	WALMART COMMUNITY/GEMB	7,026.62	290.31
4796	VERIZON WIRELESS	14,989.02	438.06
5032	COMCAST	1,403.08	73.63
5178	COMCAST BUSINESS	1,769.96	144.28
651	NICOR	51,600.31	129.54
688	PITNEY BOWES INC	242.99	4.50
752	ROCK FALLS AREA DOG CONTROL	4,021.36	484.21
795	SBM BUSINESS EQUIPMENT CENTER	7,113.74	96.20
	POLICE		1,712.23
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	6,500.00	650.00
688	PITNEY BOWES INC	242.99	6.23
	CODE HEARING DEPARTMENT		656.23
10	STREET		
4207	O'REILLY AUTOMOTIVE INC	7,459.38	194.81
4796	VERIZON WIRELESS	14,989.02	62.58
5032	COMCAST	1,403.08	4.76
5141	CINTAS CORPORATION	3,310.66	156.04
5178	COMCAST BUSINESS	1,769.96	36.08
55	ARAMARK UNIFORM SERVICES, INC.	23,043.21	124.21
688	PITNEY BOWES INC	242.99	0.03
	STREET		578.51
12	PUBLIC PROPERTY		

INVOICES DUE ON/BEFORE 03/24/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
12	PUBLIC PROPERTY		
423	AT&T	20,556.85	232.94
	PUBLIC PROPERTY		232.94
13	FIRE		
1165	COMPLETE ELECTRICAL CONTR. INC	44,027.20	2,101.50
2985	WALMART COMMUNITY/GEMB	7,026.62	130.42
5032	COMCAST	1,403.08	36.54
5103	AIR ONE EQUIPMENT, INC.	243.00	305.00
5178	COMCAST BUSINESS	1,769.96	108.22
651	NICOR	51,600.31	388.62
688	PITNEY BOWES INC	242.99	1.26
	FIRE		3,071.56
40	HOME GRANT PROGRAMS		
688	PITNEY BOWES INC	242.99	0.33
	HOME GRANT PROGRAMS		0.33
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	3,846.00	31.00
	BUILDING CODE DEMOLITION FUND		31.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1853	MOORE TIRES INC.	3,074.20	43.00
194	GRUMMERT'S HARDWARE - R.F.	8,104.37	7.18
2631	HOUSE'S TRUCK & AUTO REPAIR	40,329.06	1,543.56
2718	TOM ROWZEE	10,229.50	43.75
423	AT&T	20,556.85	113.91
4528	MODERN SHOE SHOP	2,422.89	220.49
4620	TRI-COUNTY OPP COUNCIL	4,366.20	211.00
4773	QUALITY CHEMICAL CO MIDWEST	17,235.19	5,695.10

INVOICES DUE ON/BEFORE 03/24/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4789	UTIL FINANCIAL SOLUTIONS, LLC	25,721.25	3,000.00
4796	VERIZON WIRELESS	14,989.02	471.34
4866	LOESCHER	18,915.09	150.00
5008	POWER SYSTEM ENGINEERING INC	96,758.39	4,070.00
5032	COMCAST	1,403.08	23.78
5178	COMCAST BUSINESS	1,769.96	72.22
55	ARAMARK UNIFORM SERVICES, INC.	23,043.21	239.21
688	PITNEY BOWES INC	242.99	1.25
T0002980	FANNIE MAE	73.36	76.64
T0004241	M & M MORTGAGE SERVICES	108.79	35.15
	OPERATION & MAINTENANCE		16,017.58
SEWER FUND			
30	SEWER		
4789	UTIL FINANCIAL SOLUTIONS, LLC	25,721.25	8,028.75
	SEWER		8,028.75
38	OPERATION & MAINTENANCE		
200	COM ED	1,782.76	31.32
2517	PRAIRIE HILL RDF	7,778.98	1,385.40
2985	WALMART COMMUNITY/GEMB	7,026.62	167.37
4119	USA BLUE BOOK	9,700.58	378.59
423	AT&T	20,556.85	469.40
4446	MORING DISPOSAL, INC.	370,683.01	1,200.00
4796	VERIZON WIRELESS	14,989.02	221.78
5032	COMCAST	1,403.08	16.64
5141	CINTAS CORPORATION	3,310.66	141.65
5159	UGSI CHEMICAL FEED, INC.		641.02
5178	COMCAST BUSINESS	1,769.96	36.08
688	PITNEY BOWES INC	242.99	1.43
818	SCHREINER OIL CO., INC.	3,768.93	580.95
	OPERATION & MAINTENANCE		5,271.63
WATER FUND			
40	WATER		

INVOICES DUE ON/BEFORE 03/24/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
4789	UTIL FINANCIAL SOLUTIONS, LLC	25,721.25	8,800.00
4866	LOESCHER	18,915.09	17,130.00
838	THE SHERWIN - WILLIAMS CO.	176.21	261.94
	WATER		26,191.94
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	8,104.37	10.78
2985	WALMART COMMUNITY/GEMB	7,026.62	72.76
34	ALTORFER INC.	228,852.07	41.27
4361	FERGUSON WATERWORKS #2516	105,407.94	563.58
5032	COMCAST	1,403.08	11.89
5178	COMCAST BUSINESS	1,769.96	36.08
55	ARAMARK UNIFORM SERVICES, INC.	23,043.21	204.34
688	PITNEY BOWES INC	242.99	0.59
	OPERATION & MAINTENANCE		941.29
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	1,403.08	16.64
5178	COMCAST BUSINESS	1,769.96	72.22
688	PITNEY BOWES INC	242.99	11.56
	CUSTOMER SERVICE CENTER		100.42
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5183	COMPASS MINERALS AMERICA	9,026.95	9,023.87
	MOTOR FUEL TAX		9,023.87
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	340,796.88	56.34
T0002783	ALTISOURCE SOLUTIONS CORP.	140.13	38.26

DATE: 03/23/2017
TIME: 14:12:24
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 03/24/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003535	[REDACTED]		33.38
T0004249	[REDACTED]		27.89
T0004250	[REDACTED]		143.82
T0004251	SCHAFFER FISHERIES		2,478.89
T0004252	[REDACTED]		56.50
	CUSTOMER UTILITY DEPOSITS		2,835.08
	TOTAL ALL DEPARTMENTS		84,781.18

RESOLUTION 2017-758

A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM.

WHEREAS, the City of Rock Falls (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Sponsor and the City Clerk of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Mayor and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

Passed by the City of Rock Falls, City Council this 4th day of April, 2017.

William B. Wescott, Mayor

ATTEST:

Eric Arduini, City Clerk

ORDINANCE NO. 2017-2303

AN ORDINANCE AUTHORIZING LEASE OF REAL ESTATE

WHEREAS, the City of Rock Falls currently owns unimproved real estate described on the document attached hereto, labeled Exhibit 1, located in the City of Rock Falls, Whiteside County, Illinois; and

WHEREAS, said real estate is not currently needed for any municipal purpose, but portions thereof are currently in use as the site of a cellular telephone tower under lease to USCOC of Central Illinois, LLC, an Illinois limited liability company (“USCOC”) under a lease dated December 15, 2004 (the “Lease”); and

WHEREAS, USCOC has determined that a part of the cellular tower facilities lays on land not included within the original leased area described in the Lease; and

WHEREAS, USCOC has proposed that the Lease be amended so that the additional area and revised leased area is accurately described, and so that the Lease will accurately refer to the area utilized for the cellular tower; and

WHEREAS, the City Council has determined that it is in the best interest of the City that the proposal to amend the Lease submitted by USCOC, in the form as attached hereto labeled Exhibit 2, 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 proposed **SECOND AMENDMENT TO GROUND LEASE** in the form as attached hereto labeled Exhibit 2 is hereby approved and accepted, and the Mayor and City Clerk are authorized and directed to execute with USCOC of Central Illinois, LLC said **SECOND AMENDMENT TO GROUND 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 ____ day of _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

Prepared by and return to:
USCOC of Central Illinois, LLC
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: Rock Falls DT
Site Number: 597360
County: Whiteside
State: Illinois

AMENDED MEMORANDUM OF LEASE

THIS AMENDED MEMORANDUM OF LEASE is made and entered into by and between City of Rock Falls, (“Landlord”), and USCOC of Central Illinois, LLC an Illinois limited liability company, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631, hereinafter referred to as “Tenant.”

WITNESSETH:

WHEREAS, by the terms of a certain Ground Lease entered into as of December 15, 2004, amended by the First Amendment to Ground Space Lease entered into as of February 23, 2005 (collectively, the “Lease”), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, upon the terms and conditions set forth in the Lease; and

WHEREAS, a Memorandum of the Lease (“Memorandum”) has been recorded, in the Clerk’s Office for Whiteside County, State of Illinois, and referenced as “3218-2005”, and such memorandum reflects an original lease term of five (5) years with four (4) renewal options of five (5) years each.

WHEREAS, Landlord and Tenant have entered into that certain Second Amendment to Ground Lease dated _____, 2017 (“Second Amendment”) and have agreed and hereby agree to amend the Lease.

WHEREAS, the Landlord and the Tenant desire to execute this Amended Memorandum of Lease to evidence said First Amendment and certain of the terms therein for the purpose of placing the same of record in the Clerk’s Office for Whiteside County, State of Illinois

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby amend the Lease upon the terms and conditions of the Second Amendment which is incorporated herein by specific reference, and do agree as follows:

1. Memorandum Exhibit A is hereby deleted and replaced with the following attached Amended Memorandum Exhibit A.
2. The terms and conditions of the Lease, as amended by the Second Amendment are hereby incorporated as if set forth herein in full.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Amended Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD:
City of Rock Falls

TENANT:
USCOC of Central Illinois, LLC

By: _____

Printed: _____

Printed: Vice President

Title: _____

Title: _____

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same persons whose names are subscribed to the foregoing Amended Memorandum of Lease, appeared before me this day in person acknowledged that they signed the said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2017.

Notary Public
My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President for USCOC of Central Illinois, LLC, known to me to be the same person whose name is subscribed to the foregoing Amended Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Tenant limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2017.

Notary Public
My commission expires _____

EXHIBIT A

Legal Description of Premises

ARENT PARCEL DESCRIPTION

ALL THAT PORTION OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) 68.0 FOOT WIDE EARLVILLE TO LINDOM, ILLINOIS BRANCH LINE RIGHT OF WAY, NOW DISCONTINUED, BEING 33.0 FEET WIDE ON EACH SIDE OF SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE, AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 35; THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 34; AND THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27; ALL WITHIN T21N, R7E, 4TH P.M., WHITESIDE COUNTY, ILLINOIS; BOUNDED BETWEEN A LINE DRAWN PARALLEL WITH AND DISTANT 33.0 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 35 AND THE EAST BANK OF THE NORTH-SOUTH RUNNING I&M CANAL, AS NOW LOCATED AND CONSTRUCTED; SAID EAST BANK OF I&M CANAL BEING A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27 AND DISTANT 693.8 FEET NORTHWESTERLY OF THE SOUTH LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27 AS MEASURED ALONG SAID MAIN TRACK CENTERLINE; ALSO

AN ADDITIONAL 215.0 FEET WIDE STRIP OF LAND LYING ADJACENT TO AND SOUTHWESTERLY OF THE HEREIN ABOVE DESCRIBED 68.0 FOOT WIDE BRANCH LINE RIGHT OF WAY LOCATED UPON, OVER AND ACROSS SAID HEREIN ABOVE DESCRIBED PORTIONS OF SECTIONS 35, 34, AND 27; AND BOUNDED ON THE SOUTHEASTERLY SIDE BY A LINE DRAWN AS RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE AND DISTANT 368.63 FEET NORTHWESTERLY OF THE EAST LINE OF SAID SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 35 AS MEASURED ALONG A LINE DRAWN PARALLEL WITH AND DISTANT 33.0 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID MAIN TRACK CENTERLINE; BOUNDED ON THE SOUTHWESTERLY SIDE BY A LINE DRAWN PARALLEL WITH AND DISTANT 248.0 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID MAIN TRACK CENTERLINE; BOUNDED ON THE NORTHEASTERLY SIDE BY A LINE DRAWN PARALLEL WITH AND DISTANT 35.0 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID MAIN TRACK CENTERLINE; BOUNDED ON THE WEST SIDE BY A LINE DRAWN PARALLEL WITH AND DISTANT 400.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27; AND BOUNDED ON THE NORTHWESTERLY SIDE BY A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE DISTANT 293.8 FEET NORTHWESTERLY OF THE SOUTH LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27 AS MEASURED ALONG SAID MAIN TRACK CENTERLINE.

LEASE AREA DESCRIPTION:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE FOURTH PERIMETER MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 27; THENCE NORTH 89 DEGREES 45 MINUTES 00 SECONDS EAST, 371.54 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 27; THENCE NORTH 11 DEGREES 38 MINUTES 57 SECONDS EAST, 58.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 11 DEGREES 38 MINUTES 57 SECONDS EAST, 60.00 FEET; THENCE SOUTH 78 DEGREES 21 MINUTES 03 SECONDS EAST, 60.00 FEET; THENCE SOUTH 11 DEGREES 38 MINUTES 57 SECONDS WEST, 60.00 FEET; THENCE NORTH 78 DEGREES 21 MINUTES 03 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3600.00 SQUARE FEET, ALL IN WHITESIDE COUNTY, ILLINOIS.

ACCESS AND UTILITY DESCRIPTION:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE FOURTH PERIMETER MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 27; THENCE NORTH 89 DEGREES 45 MINUTES 00 SECONDS EAST, 351.10 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 27 TO THE POINT OF BEGINNING; THENCE NORTH 11 DEGREES 38 MINUTES 57 SECONDS EAST, 92.99 FEET; THENCE SOUTH 78 DEGREES 21 MINUTES 03 SECONDS EAST, 15.00 FEET; THENCE NORTH 11 DEGREES 38 MINUTES 57 SECONDS EAST, 26.71 FEET; THENCE SOUTH 78 DEGREES 21 MINUTES 03 SECONDS EAST, 5.00 FEET; THENCE SOUTH 11 DEGREES 38 MINUTES 57 SECONDS WEST ALONG THE WESTERLY LINE TO OF THE HEREON DESCRIBED LEASE AREA EXTENDED NORTHERLY & SOUTHERLY, 115.48 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27; THENCE SOUTH 89 DEGREES 45 MINUTES 00 SECONDS WEST, 20.44 FEET ALONG SAID LINE TO THE POINT OF BEGINNING CONTAINING 1,951.16 SQUARE FEET, ALL IN WHITESIDE COUNTY, ILLINOIS.

SECOND AMENDMENT TO GROUND LEASE

This Second Amendment to Ground Lease, ("Second Amendment"), is made the _____ day of _____, 2017, modifies that certain amended Ground Lease, by and between City of Rock Falls ("Landlord") and, USCOC of Central Illinois, LLC an Illinois limited liability company, as successor in interest to USCOC of Illinois RSA #1, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631 ("Tenant").

WHEREAS, Landlord and Tenant, or their predecessors in interest, entered into the Ground Lease dated December 15, 2004, as amended by the First Amendment to Ground Space dated February 23, 2005 (collectively, the "Lease") granting Tenant certain rights for use of Premises located on E. 11th Street in the City of Rock Falls, County of Whiteside, State of Illinois, and;

WHEREAS, Landlord and Tenant desire to further amend the Lease to provide to correct an error on the legal description of the Access/Utility Easement Description and replace Exhibit A of the Lease.

NOW THEREFORE, in consideration of these presents, the parties hereby agree that the Lease is now modified as follows:

- I. Revised Exhibit A of the Lease is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto.
- II. In all other respects the Lease is hereby ratified and affirmed without change.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Second Amendment as of the date of full execution.

LANDLORD: City of Rock Falls

TENANT: USCOC of Central Illinois, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Second Amendment To Ground Lease, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2017.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President of USCOC of Central Illinois, LLC, known to me to be the same person whose name is subscribed to the foregoing Second Amendment To Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2017.

Notary Public

My commission expires _____

EXHIBIT A-1

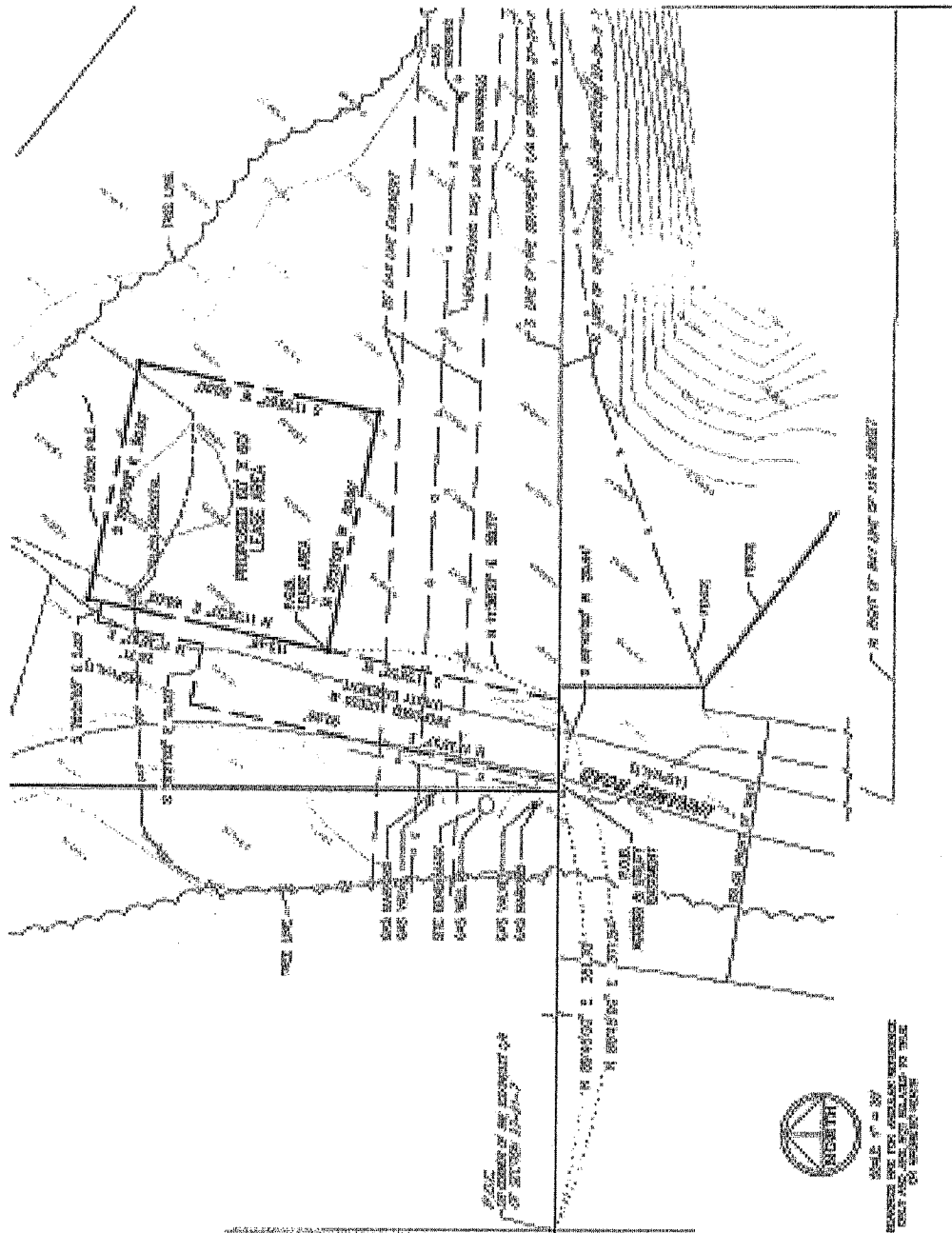


EXHIBIT A-1 (continued)

ARENT PARCEL DESCRIPTION

ALL THAT PORTION OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) 66.0 FOOT WIDE EARLEVILLE TO LYNDON, ILLINOIS BRANCH LINE RIGHT OF WAY, NOW DISCONTINUED, BEING 33.0 FEET WIDE ON EACH SIDE OF SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE, AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 35; THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 34; AND THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27; ALL WITHIN T21N, R7E, 4TH P.M., WHITESIDE COUNTY, ILLINOIS; BOUNDED BETWEEN A LINE DRAWN PARALLEL WITH AND DISTANT 33.0 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 35 AND THE EAST BANK OF THE NORTH-SOUTH RUNNING I&M CANAL, AS NOW LOCATED AND CONSTRUCTED; SAID EAST BANK OF I&M CANAL BEING A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27 AND DISTANT 693.8 FEET NORTHWESTERLY OF THE SOUTH LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27 AS MEASURED ALONG SAID MAIN TRACK CENTERLINE; ALSO

AN ADDITIONAL 219.0 FEET WIDE STRIP OF LAND LYING ADJACENT TO AND SOUTHWESTERLY OF THE HEREIN ABOVE DESCRIBED 66.0 FOOT WIDE BRANCH LINE RIGHT OF WAY LOCATED UPON, OVER AND ACROSS SAID HEREIN ABOVE DESCRIBED PORTIONS OF SECTIONS 35, 34, AND 27; AND BOUNDED ON THE SOUTHEASTERLY SIDE BY A LINE DRAWN AS RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE AND DISTANT 398.63 FEET NORTHWESTERLY OF THE EAST LINE OF SAID SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 35 AS MEASURED ALONG A LINE DRAWN PARALLEL WITH AND DISTANT 33.0 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID MAIN TRACK CENTERLINE; BOUNDED ON THE SOUTHWESTERLY SIDE BY A LINE DRAWN PARALLEL WITH AND DISTANT 248.0 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID MAIN TRACK CENTERLINE; BOUNDED ON THE NORTHEASTERLY SIDE BY A LINE DRAWN PARALLEL WITH AND DISTANT 33.0 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID MAIN TRACK CENTERLINE; BOUNDED ON THE WEST SIDE BY A LINE DRAWN PARALLEL WITH AND DISTANT 400.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27; AND BOUNDED ON THE NORTHWESTERLY SIDE BY A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE DISTANT 293.8 FEET NORTHWESTERLY OF THE SOUTH LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 27 AS MEASURED ALONG SAID MAIN TRACK CENTERLINE.

LEASE AREA DESCRIPTION:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE FOURTH PERIMETER MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 27; THENCE NORTH 89 DEGREES 45 MINUTES 00 SECONDS EAST, 371.54 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 27; THENCE NORTH 11 DEGREES 38 MINUTES 57 SECONDS EAST, 58.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 11 DEGREES 38 MINUTES 57 SECONDS EAST, 60.00 FEET; THENCE SOUTH 78 DEGREES 21 MINUTES 03 SECONDS EAST, 60.00 FEET; THENCE SOUTH 11 DEGREES 38 MINUTES 57 SECONDS WEST, 60.00 FEET; THENCE NORTH 78 DEGREES 21 MINUTES 03 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3600.00 SQUARE FEET, ALL IN WHITESIDE COUNTY, ILLINOIS.

ACCESS AND UTILITY DESCRIPTION:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE FOURTH PERIMETER MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 27; THENCE NORTH 89 DEGREES 45 MINUTES 00 SECONDS EAST, 351.10 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 27 TO THE POINT OF BEGINNING; THENCE NORTH 11 DEGREES 38 MINUTES 57 SECONDS EAST, 92.99 FEET; THENCE SOUTH 78 DEGREES 21 MINUTES 03 SECONDS EAST, 15.00 FEET; THENCE NORTH 11 DEGREES 38 MINUTES 57 SECONDS EAST, 26.71 FEET; THENCE SOUTH 78 DEGREES 21 MINUTES 03 SECONDS EAST, 5.00 FEET; THENCE SOUTH 11 DEGREES 38 MINUTES 57 SECONDS WEST ALONG THE WESTERLY LINE TO OF THE HEREIN DESCRIBED LEASE AREA EXTENDED NORTHERLY & SOUTHERLY, 115.48 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27; THENCE SOUTH 89 DEGREES 45 MINUTES 00 SECONDS WEST, 20.44 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, CONTAINING 1,951.16 SQUARE FEET, ALL IN WHITESIDE COUNTY, ILLINOIS.

Ordinance No. 2017-2304

SUPPLEMENTAL APPROPRIATION ORDINANCE

BE IT ORDAINED, by the City Council of the City of Rock Falls, Illinois;

WHEREAS, the Annual Appropriation Ordinance for the fiscal year 2017, Ordinance No. 2016-2267 appropriating revenue for the operation of the Municipal Government for the fiscal year 2017 was approved prior to the City Council's awareness of new and unanticipated revenues and expenditures; and

WHEREAS, the City of Rock Falls needs to supplement its appropriation ordinance to provide for said unanticipated revenues and expenditures.

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

SECTION 1. Supplemental Appropriation to the Tourism Fund for unanticipated revenues as shown below:

Hotel/Motel Taxes:	\$20,000.00
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SECTION 2. Supplemental Appropriation to the Tourism Fund for unanticipated expenditures as shown below:

Office Expense:	\$6,500.00
Meetings/Seminars/Conf/Schools:	\$3,000.00
Miscellaneous Expense:	\$2,500.00
Ads/Pub Relations/Dedications:	\$5,000.00
Administration Fees:	\$3,000.00

SECTION 3. Supplemental Appropriation to the Building Code Demolition Fund for unanticipated Revenues as shown below:

Transfer from Reserves:	\$5,000.00
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SECTION 4. Supplemental Appropriation to the Building Code Demolition Fund for unanticipated expenditures as shown below:

Mowing/Weed Expense:	\$5,000.00
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SECTION 5. Supplemental Appropriation to the Worker's Comp/General Liability Fund for unanticipated Revenues as shown below:

Transfer from Reserves:	\$5,000.00
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SECTION 6. Supplemental Appropriation to the Worker's Comp/General Liability Fund for unanticipated Expenditures as shown below:

Operating Transfer Out:	\$5,000.00
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SECTION 7. Supplemental Appropriation to the Safe Passage/Non Evidentiary Fund for unanticipated Revenues as shown below:

Safe Passage Donations:	\$6,000.00
Safe Passage Grant Funds:	\$2,000.00

SECTION 8. Supplemental Appropriation to the Safe Passage/Non Evidentiary Fund for unanticipated Expenses as shown below:

Safe Passage Expenses:	\$8,000.00
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SECTION 9. Supplemental Appropriation to the Employee Group Insurance Fund for unanticipated Revenues as shown below:

Payroll Transfers from Other Funds:	\$50,000.00
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SECTION 10. Supplemental Appropriation to the Employee Group Insurance Fund for unanticipated Expenses as shown below:

Employee Group Health Insurance Expense:	\$50,000.00
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SECTION 11. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unenforceable or invalid, then such holding or finding of unenforceability or invalidity shall not effect the validity of the remaining provisions of this ordinance.

SECTION 12. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this _____ day of April, 2017.

William B. Wescott, Mayor

ATTEST:

Eric Arduini, City Clerk

CERTIFICATION OF AN
AMENDED APPROPRIATION ORDINANCE
IN ACCORDANCE WITH P.A. 83-881

The undersigned, being the City Clerk and the Chief Financial Officer respectively, of the taxing district hereinafter named, do hereby certify that attached hereto is a true and correct copy of the Amended Appropriation Ordinance No. 201-2304 of said district for its 2017 fiscal year, adopted July 5, 2016, amended April _____, 2017.

We further certify that the estimate of expenditures, anticipated to be paid by said taxing district, either set forth in said ordinance as "Estimated Expenditures" or attached hereto by separate document, is a true statement of said estimate.

This certification is made and filed pursuant to the requirements of Public Act 83-881 (Section 643 of the Revenue Act as amended) and on behalf of the City Council of the City of Rock Falls, Whiteside County, Illinois.

Dated: April _____, 2017

Eric Arduini, City Clerk

SEAL

Kay M. Abner, Chief Financial Officer

ORDINANCE NO. 2017 - 2305

**ORDINANCE VACATING A PORTION OF
ALLEY LOCATED SOUTH OF ADA STREET
ADJACENT TO LOTS 27, 28, AND 29 IN THE RE-SUBDIVISION
OF BLOCK "B" IN WOODWORTH'S SUBDIVISION**

WHEREAS, a request has been made to the City of Rock Falls to vacate a portion of City owned right-of-way located near and south of Ada Street in the City, adjacent to properties described as Lots 27, 28, and 29 in the re-Subdivision of Block "B" in Woodworth's Subdivision of the Northwest Fractional Quarter of Section 27, Township 21 North, Range 7 East of the 4th P.M., City of Rock Falls, Whiteside County, Illinois; and

WHEREAS, a plat of vacation for the portion of the described alley is attached hereto as Exhibit A, and a legal description of that portion of the described alley to be vacated is attached hereto as Exhibit A-1; and

WHEREAS, the owner of described Lots 28 and 29, Donna L. Paczesny, a single person, has agreed to accept that portion of the right-of-way adjacent to said Lots 28 and 29, said Lots commonly described as 310 Ada Street, Rock Falls, Illinois, 61071, Pin #11-27-152-007; and

WHEREAS, Gary D. Wilson, and Caryl J. Wilson, husband and wife, have agreed to accept that portion of the described alley right-of-way adjacent to described Lot 27 owned by them, not as tenants in common, but as joint tenants, said property being commonly described as 306 Ada Street, Rock Falls, Illinois, 61071, Pin #11-27-152-006; and

WHEREAS, the legal description of that portion of the described alley right-of-way to be vacated to said Donna L. Paczesny is attached hereto as Exhibit B; and

WHEREAS, the legal description of that portion of the described alley right-of-way to be vacated to said Gary D. Wilson and Caryl J. Wilson is attached hereto as Exhibit C; and

WHEREAS, pursuant to Section 11-91-1 of the Illinois Municipal Code, the City has the authority to vacate the described portion of the alley right-of-way as described on Exhibits A and A-1 attached hereto where the City has determined that the public interest is served by vacating the described portion of the alley right-of-way; and

WHEREAS, passage of this Ordinance requires the affirmative vote of three-fourths of aldermen then holding office, under Section 11-91-1 of the Illinois Municipal Code; and

WHEREAS, because of the particular situation and location of the described portion of the alley right-of-way, said portion no longer has significant public use for travel or other purposes; and

WHEREAS, upon vacation of the requested area, the City will be relieved from any responsibility and burden of maintaining or otherwise tending to the portion of the alley right-of-way proposed to be vacated; and

WHEREAS, given the location and circumstances of the described portion of the alley right-of-way and the limited or absent public use possible, the proposed vacation will not materially impair or interfere with any public use and will not be detrimental to the public.

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

SECTION 1: The City hereby finds that all of the recitals contained in the preambles to this Ordinance are true and correct and does hereby incorporate them into this Ordinance by this reference.

SECTION 2: Pursuant to Section 11-91-1 of the Illinois Municipal Code, the City of Rock Falls hereby vacates the portion of the alley right-of-way described in the plat of vacation attached hereto as Exhibit A, and legally described on Exhibit A-1, both of which are

incorporated herein by reference, conditioned upon the reservation of easements described in Section 5 below.

SECTION 3: Pursuant to Section 11-91-1 of the Illinois Municipal Code, title to the vacated segment of the alley right-of-way shall vest only in the owners described above of the abutting property, namely, Donna L. Paczesny as to the property commonly described as 310 Ada Street, Rock Falls, Illinois, 61071, and Gary D. Wilson and Caryl J. Wilson, husband and wife, of owners of property commonly described as 306 Ada Street, Rock Falls, Illinois, not as tenants in common but as joint tenants. Said owners shall make total payment to the City in the amounts as follows: Donna L. Paczesny, \$800.00; Gary D. Wilson and Caryl J. Wilson, \$1,200.00. Said payments are hereby determined to be the fair market consideration for the respective segments of the alley right-of-way to be vacated in accordance with Section 11-91-1 of the Illinois Municipal Code. Upon payment, the owners shall acquire title to their respective described vacated portions of the described alley right-of-way described on Exhibit B as to Donna L. Paczesny, and Exhibit C, as to Gary D. Wilson and Caryl J. Wilson.

SECTION 4: A description and permanent index numbers of the parcels acquiring title to the respective portions of the alley right-of-way, each respective parcel to acquire sole title to the portion of the alley right-of-way abutting each parcel, is as follows: 310 Ada Street, Rock Falls, Illinois, 61071, Pin #11-27-152-007, as to Donna L. Paczesny; and 306 Ada Street, Rock Falls, Illinois, 61017, Pin #11-27-152-006 as to Gary D. Wilson and Caryl J. Wilson, title to be acquired in the manner specified above.

SECTION 5: The vacation of the described portion of the alley right-of-way is expressly conditioned upon reservation to the City of Rock Falls, or to any public utility, all right, title and interest the City or any public utility may now have in any public service facility or property now located in the segment of alley right-of-way herein described, and a right-of-way and easement for such public utility and property, and also reserving to the City or any such public utility the right to maintain, renew, enlarge, extend, or reconstruct any and all such public service facilities or property.

SECTION 6: The City Clerk shall file a certified copy of this Ordinance in the office of the Recorder of Deeds for Whiteside County, Illinois, upon payment of the respective amounts set forth above.

SECTION 7: All ordinances and parts of ordinances in conflict herewith are hereby repealed insofar as they do conflict.

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

Passed by the Mayor and the City Council of the City of Rock Falls, Illinois, on the _____ day of _____, 2017.

MAYOR

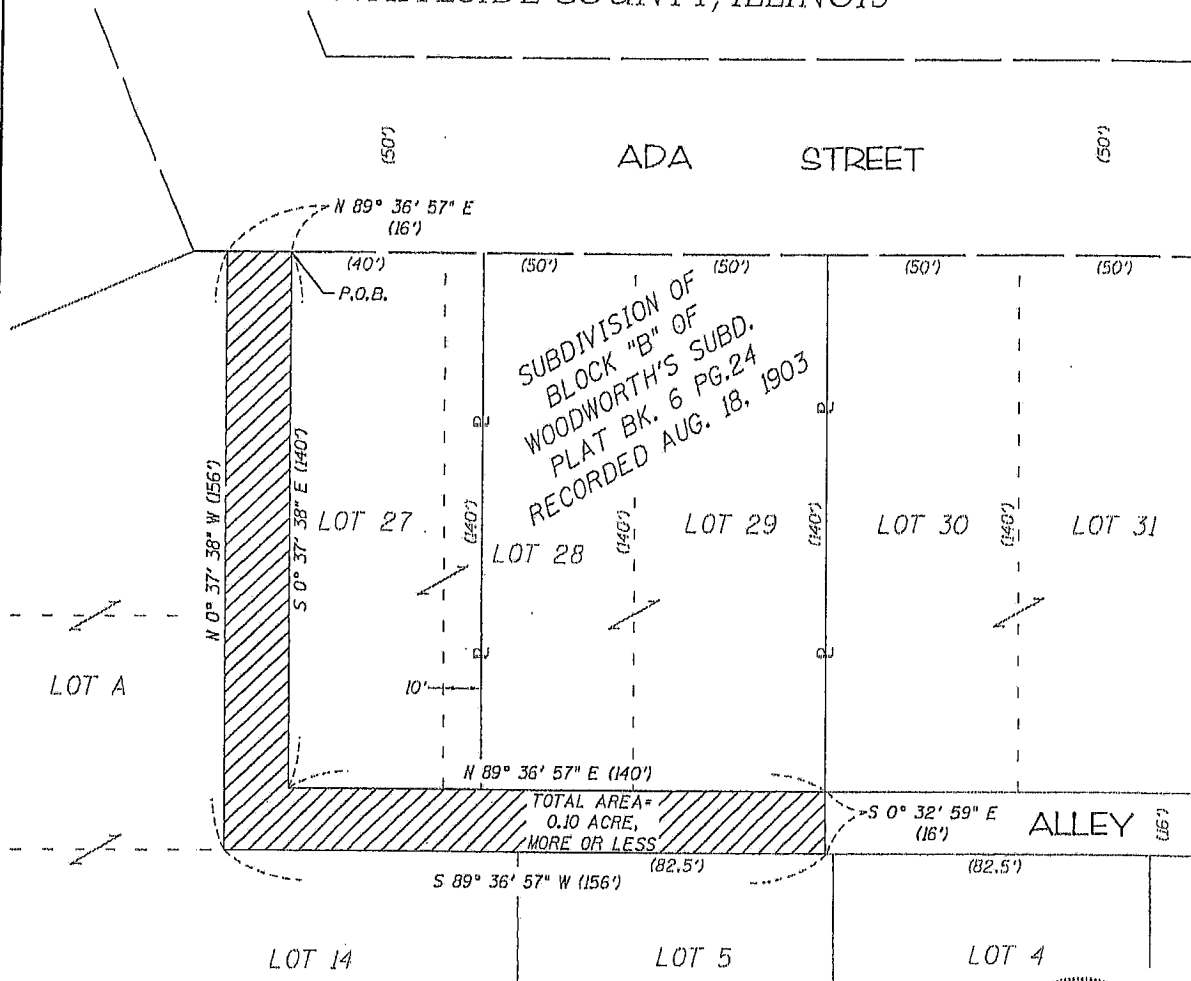
ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

**PLAT OF VACATION
PART OF THE RE-SUBDIVISION OF BLOCK "B" OF
WOODWORTH'S SUBDIVISION, CITY OF ROCK FALLS,
WHITESIDE COUNTY, ILLINOIS**



LEGAL DESCRIPTION:

Part of the Alley along Lots 27, 28 and 29 in the Re-Subdivision of Block "B" in Woodworth's Subdivision of the Northwest Fractional Quarter of Section 27, Township 21 North, Range 7 East of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, described as follows:

Beginning at the northwest corner of Lot 27 in said Re-Subdivision of Block "B"; thence South 0 degrees 37 minutes 38 seconds East (bearings assumed for description purposes), a distance of 140 feet (distances shown are of record) on the west line of said Lot 27, to the southwest corner thereof; thence North 89 degrees 36 minutes 57 seconds East, a distance of 140 feet on the south line of Lots 27, 28 & 29, to the southeast corner of said Lot 29; thence South 0 degrees 32 minutes 59 seconds East, a distance of 16 feet on the southerly extension of the east line of Lot 29, to the north line of Lot 5 of said Re-Subdivision; thence South 89 degrees 36 minutes 57 seconds West, a distance of 156 feet on the north line of Lots 5 and 14 of said Re-Subdivision; thence North 0 degrees 37 minutes 38 seconds West, a distance of 156 feet on the east line of Lot "A" of said Re-Subdivision, to the north line of said Block "B"; thence North 89 degrees 36 minutes 57 seconds East, a distance of 16 feet to the Point of Beginning, containing 0.10 acre more or less.

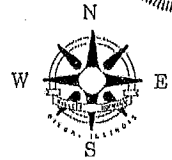
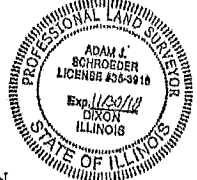
SURVEYOR'S STATEMENT

I, Adam J. Schroeder, a Professional Land Surveyor in the State of Illinois, hereby state that I have prepared this Alley Vacation Plat at the request of the City of Rock Falls, that the dimensions shown are given in feet and decimals of a foot upon said plat. I further state that I have made no independent search of the public records for easements, encumbrances, ownership or title evidence, or any other facts which an accurate and current title search may disclose, but have relied upon the materials supplied to me by the owner's representative.

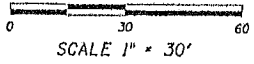
Signed at Dixon, Illinois, this 3rd day of JANUARY, 2017.

Adam J. Schroeder

Adam J. Schroeder, Illinois Professional Land Surveyor No. 35-3916
Current expiration date: 30 November 2018



(IL WEST - STATE PLANE)



LEGEND

- AREA OF ALLEY TO BE VACATED
- PROPERTY LINE
- ORIGINAL LOT LINE
- RIGHT-OF-WAY LINE
- FOUND SURVEY MONUMENT IN PLACE
- RECORDED DIMENSION

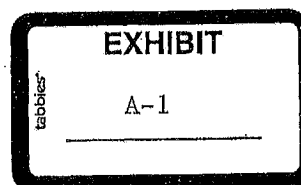
EXHIBIT

FILE #	915	WJIA #	152016	TOTAL SHEETS	01	SHEET NO.	01
ENVELOPE #	1148	DATE	01/03/2017				

LEGAL DESCRIPTION:

Part of the Alley along Lots 27, 28 and 29 in the Re-Subdivision of Block "B" in Woodworth's Subdivision of the Northwest Fractional Quarter of Section 27, Township 21 North, Range 7 East of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, described as follows:

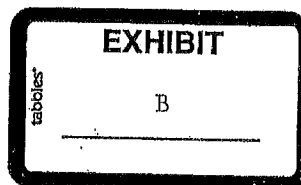
Beginning at the northwest corner of Lot 27 in said Re-Subdivision of Block "B"; thence South 0 degrees 37 minutes 38 seconds East (bearings assumed for description purposes), a distance of 140 feet (distances shown are of record) on the west line of said Lot 27, to the southwest corner thereof; thence North 89 degrees 36 minutes 57 seconds East, a distance of 140 feet on the south line of Lots 27, 28 & 29, to the southeast corner of said Lot 29; thence South 0 degrees 32 minutes 59 seconds East, a distance of 16 feet on the southerly extension of the east line of Lot 29, to the north line of Lot 5 of said Re-Subdivision; thence South 89 degrees 36 minutes 57 seconds West, a distance of 156 feet on the north line of Lots 5 and 14 of said Re-Subdivision; thence North 0 degrees 37 minutes 38 seconds West, a distance of 156 feet on the east line of Lot "A" of said Re-Subdivision, to the north line of said Block "B"; thence North 89 degrees 36 minutes 57 seconds East, a distance of 16 feet to the Point of Beginning, containing 0.10 acre more or less.



LEGAL DESCRIPTION:

Part of the Alley along Lots 28 and 29 in the Re-Subdivision of Block "B" in Woodworth's Subdivision of the Northwest Fractional Quarter of Section 27, Township 21 North, Range 7 East of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, described as follows:

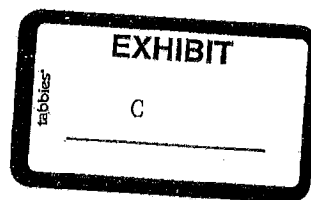
Beginning at the southeast corner of Lot 29 in said Re-Subdivision of Block "B"; thence South 0 degrees 32 minutes 59 seconds East (bearings assumed for description purposes), a distance of 16 feet (distances shown are of record) on the southerly extension of the east line of said Lot 29, to the north line of lot 5 of said Re-Subdivision; thence South 89 degrees 36 minutes 57 seconds West, a distance of 90 feet on the north line of Lots 5 and 14 of said Re-Subdivision to the southerly extension of the east line of the west 10 feet of said Lot 28; thence North 0 degrees 24 minutes 54 seconds West, a distance of 16 feet on the east line of the west 10 feet of said Lot 28, to the south line of Lots 28 and 29; thence North 89 degrees 36 minutes 57 seconds East, a distance of 90 feet on said south line of Lots 28 and 29, to the Point of Beginning, containing 0.03 acre, more or less.



LEGAL DESCRIPTION:

Part of the Alley along Lots 27 and 28 in the Re-Subdivision of Block "B" in Woodworth's Subdivision of the Northwest Fractional Quarter of Section 27, Township 21 North, Range 7 East of the Fourth Principal Meridian, City of Rock Falls, Whiteside County, Illinois, Described as follows:

Beginning at the northwest corner of Lot 27 in said Re-Subdivision of Block "B"; thence South 0 degrees 37 minutes 38 seconds East (bearings assumed for description purposes), a distance of 140 feet (distances shown are of record) on the west line of said Lot 27, to the southwest corner thereof; thence North 89 degrees 36 minutes 57 seconds East, a distance of 50 feet on the south line of said Lots 27 and 28 to the east line of the west 10 feet of Lot 28; thence South 0 degrees 24 minutes 54 seconds East, a distance of 16 feet on the southerly extension of said east line of the west 10 feet of Lot 28, to the north line of Lot 14 of said Re-Subdivision; thence South 89 degrees 36 minutes 57 seconds West, a distance of 66 feet on said north line of Lot 14, to the east line of Lot "A" of said Re-Subdivision; thence North 0 degrees 37 minutes 38 seconds West, a distance of 156 feet on said east line of Lot "A" and extension thereof, to south right of way line of a public street designated Ada Street; thence North 89 degrees 36 minutes 57 seconds East, a distance of 16 feet on said south right of way line, to the Point of Beginning, containing 0.07 acre, more or less



ORDINANCE NO. 2017 - 2306

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 by addition of the following as Article VI to Chapter 20 of the Municipal Code:

Section 1. "Article VI. Open Burning

Section 20-150 Open burning prohibited.

(a) *Definitions*: For purposes of this Ordinance, the following terms are defined, and terms not otherwise defined shall carry the ordinary and customary definition thereof.

(1) *Landscape Waste* means dry leaves, trimmings and shrubs, tree limbs and branches, vines, grass clippings, green trimmings or branches, wet leaves or grass, and other materials having been derived from growing plants.

(2) *Smolder* means to burn sluggishly and slowly without open flame but producing smoke.

(3) *Recreational fire* means a fire created outside of buildings for the purpose of entertainment or cooking.

(b) Open burning of any material, including but not limited to landscape waste, except as otherwise permitted or allowed by the Municipal Code of the City of Rock Falls, is hereby declared to be a nuisance and is prohibited within the city limits. Violation of this Section is a Class C violation punishable as set forth in Section 1-41 of the Municipal Code.

(c) Notwithstanding the prohibition against open burning, recreational fires shall be permitted subject to the following conditions and restrictions:

(1) Recreational fires may be created using small dry sticks, dry limbs, logs, charcoal, propane or other cooking or camping fuel only.

(2) Recreational fires shall not be created or burned between the periods of 11:00 pm and 7:00 am on any day, and any fire created prior to 11:00 pm on any day shall be extinguished at or prior to 11:00 pm.

(3) Recreational fires shall not be created nor allowed to continue burning during periods when winds exceed a constant speed of ten (10) mph or greater, or during periods of extreme drought, as determined by the chief of the Twin Cities Joint Fire Command. When extreme drought conditions have been determined to exist, public notice will be made through newspaper and by posting on the website of the city.

(4) Recreational fires shall be created and burned only in an enclosed vessel, fire pit or fireplace (for example, a Chiminea designed for burning of organic

materials). No such vessel, fire pit or fireplace shall be greater than six (6) feet measured in any dimension, and all such vessels, fire pits or fireplaces must be equipped with a spark screen in use and in place around or over the flame and burning materials at all times while burning is occurring.

(5) Garbage, trash, refuse, lumber building materials, tires, and landscape waste, (except as otherwise permitted in subparagraph (1) hereof) shall not be used as the source of fuel for a recreational fire.

(6) Upon the direction of police or fire personnel, a recreational fire shall be extinguished immediately.

(7) Recreational fires shall not be created nor allowed to burn unless a responsible adult is within the immediate vicinity of that fire at all times while burning is occurring to supervise and assure that the fire exists in accordance with the requirements of this Section. For purposes of this paragraph, "immediate vicinity" means within an area no greater than 25 feet from the recreational fire.

(d) In the event that personnel of the fire department of the city are dispatched to extinguish any open burning existing or being conducted in violation of the provisions of this Section, then the person having created or being in charge of or conducting such unlawful open burning shall be required to pay and reimburse directly to the city, in addition to any fine or penalty that may be levied for violation, the sum of \$150.00 as reimbursement for costs incurred by the city in the dispatch of the fire department . The amounts due shall be billed by the city to the responsible person, and shall be due and payable within 30 days of said billing. The city shall be entitled to any legal remedy available to it for collection of the amounts not paid as required by this paragraph.

(e) Violation of the provisions of this Section shall be subject to issuance of an ordinance violation ticket and punishable as a Class C violation as set forth in Section 1-41 of the Municipal Code of the city. In the absence of any ability of the city to determine one specific person who may be the violator of a provision of this Section, the occupant of the residence at which is located the illegal open burning shall be the party responsible for any penalties or expenses set forth herein."

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 _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2017 - 2307

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 1. Section 32-510 of the Municipal Code is amended to read as follows:

“Section 32-510 Burning.

(a) It shall be unlawful to burn any garbage, rubbish, refuse or waste within the city limits, or for any owner or occupant of real property within the city limits to permit the burning of any garbage, rubbish, refuse or waste on such property. For purposes of this Section, there shall be a rebuttable presumption that the property owner or lawful occupant of a parcel upon which burning in violation of this Section is or has occurred has permitted such unlawful burning. However, nothing shall prohibit the operation of any incinerator in accordance with the rules and regulations of the State Pollution Control Board, as the same may be in effect from time to time, and operation of an incinerator as such shall not be a violation.

(b) A violation of this Section shall be punishable as a Class C violation as provided in section 1-41.”

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 _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2017-2308

**AN ORDINANCE AMENDING ARTICLE XI OF CHAPTER 6 OF THE MUNICIPAL
CODE OF THE CITY OF ROCK FALLS**

BE IT ORDAINED by the City Council of the City of Rock Falls, Illinois that Sections 6-449 through 6-662 of Article XI of Chapter 6 of the Municipal Code of the City of Rock Falls are hereby amended to read as follows:

Section 1.

“ARTICLE XI. - PRIVATE OUTDOOR SWIMMING POOLS

Sec. 6-449. - **Definitions.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Private outdoor swimming pool means a manmade rigid or semi-rigid receptacle for water having a capacity depth at any point greater than 24 inches, used or intended to be used for swimming, wading or bathing, and constructed, installed or maintained in or aboveground and which is used exclusively by the owner or occupant of the property on which it is located, his family and his guests.

Portable above-ground pool means a private swimming pool that is entirely installed above ground with no excavation for any portion thereof, and which is constructed of materials and in a manner so as to be capable of disassembly and removal for reconstruction at another location without replacement of material portions or parts thereof.

Sec. 6-450. - **Permit—Required; application; approval procedure.** No person shall construct or cause to be constructed a private outdoor swimming pool without first obtaining a permit from the building official. An application for a permit to construct and the plans, specifications and pertinent explanatory data shall be submitted to the building official for his approval, and no part of the work shall be commenced until the building official has granted such approval by a written permit to construct and has further evidenced his approval by a suitable endorsement upon such plans and specifications. The building official shall review such plans and specifications to determine whether they comply with the provisions of this article and with reasonable standards of swimming pool construction for the protection of the public safety, health and morals.

Sec. 6-451. - **Same—Fees.** The fee for a permit to construct a private outdoor swimming pool shall be the same as provided for other construction by the building code.

Sec. 6-452. - **Construction; Ordinance and Code Compliance.** All construction of private outdoor swimming pools shall conform to all other ordinances of the city, including the zoning ordinance and the building code. No pool shall be allowed in either the front or side yards as defined by chapter 34. All pools must be set back six feet from the property lines.

Sec. 6-453. - **Walk area construction.** A walk area of not less than four feet shall be installed entirely around a pool, except in the case of a portable aboveground installation. The walk shall be of impervious materials and shall have a definite pitch away from the pool of at least one-half-inch to the foot. Such construction must conform to standards concerning placement on the lot.

Sec. 6-454. - **Water supply.** Every person in possession of land on which a private outdoor swimming pool is located shall cause such pool to conform to the following regulations:

(1) The water supply shall be from a connection to a public water supply and shall consist of a permanent, rigid system of piping having an air-gap delivery connection located not less than six inches vertically above the flood rim of the pool.

(2) No water drained from any swimming pool shall be discharged directly into the sanitary sewer system.

(3) Cross connection and backflow prevention devices shall be installed if and as required by the municipal code of the City or by the State of Illinois Plumbing Code.

Sec. 6-455. - **Surrounding enclosure.** Every owner, purchaser under contract, lessee, tenant or licensee of land within the city upon which is situated a private outdoor swimming pool shall at all times maintain, on the lot or premises upon which such private swimming pool is located, a fence or other structure to a height not less than four (4) feet which completely surrounds such pool constructed with gaps or apertures, other than doors or gates, with more than one dimension that is greater than 2 ¼ inches. All gates or doors opening through such fence or enclosure shall be equipped with self-closing and self-latching devices placed at the top of such gates or doors and made inaccessible to small children. Such devices shall be so designed as to be capable of keeping such doors or gates securely locked at all times when not in use; however, the door of any dwelling forming a part of the enclosure need not be so equipped. The building official may make modifications in individual cases upon showing of good cause with respect to the height, nature or location of the fence, wall, gates or latches, or the necessity therefor, provided the protection as sought hereunder is not reduced thereby. The building official shall allow a reasonable period within which to comply with the requirements of this section.

Sec. 6-456. - **Compliance with requirements of state department of health.** In the construction, operation and maintenance of any private outdoor swimming, state laws and rules, regulations and requirements of the state department of health shall be observed. In the event of any conflict between the provisions of this article and any provision of state law or requirements, rule or regulation of the state department of public health, the provision imposing the higher standard or more stringent requirement shall be controlling.

Sec. 6-457. - **Sanitation.** Every private outdoor swimming pool shall be designed and constructed so as to facilitate cleaning and shall be maintained and operated in such a manner as to be clean and sanitary at all times. All pools shall be thoroughly cleaned at least each week in a manner and by the use of such disinfecting agents or cleansing materials as may be required by the building official.

Sec. 6-458. - **Lighting.** Lights used to illuminate any private outdoor swimming pool shall be so arranged and shaded in order to reflect away from adjoining premises.

Sec. 6-459. - **Interference with property rights of adjacent owners.** No outdoor swimming pool shall be located, designed, operated or maintained in a manner to interfere unduly with the enjoyment of the property rights of owners of property adjoining the location of the private swimming pool or located in the neighborhood.

Sec. 6-460. - **Commercial activities.** The carrying on of any commercial undertaking at a private swimming pool entailing sale of food, drinks, novelties or other merchandise in a manner unreasonably disturbing to neighboring property owners and inhabitants shall be prohibited. Swimming pool signs and placards shall be of such type and so affixed as not to prejudice or unreasonably disturb the enjoyment of neighboring property owners.

Sec. 6-461. - **Noise.** It is unlawful for any person to make, continue to cause to be made or continued at any private outdoor swimming pool any loud, unnecessary or unusual noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. In the operation of a private outdoor swimming pool, the use or permitting the use or operation of any radio, receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or any time with louder volume than is necessary for convenient hearing of the person or persons who are in the private outdoor swimming premises shall be unlawful.

Sec. 6-462. - **Enforcement authority; right to inspect; abatement of use.** The city is charged with the duty of enforcing this article. For this purpose, the city and its inspectors are authorized to enter any premises in the city to inspect any private outdoor swimming pool at any reasonable hour. The building official is authorized to enter upon any premises, private or public, to take samples of water from such pools at such times as he may deem necessary and to require the owner to comply with rules and regulations pertaining to private outdoor swimming pools promulgated by the building official in accordance with this article. In the event of the failure of compliance after due notice with the rules and regulations and requirements of this article, the building official shall have the power to abate or cause a suspension of the use of such private outdoor swimming pool until such time as the same is, in the opinion of the building official, no longer a menace or hazard to health, safety or morals.

Sec. 6-463. - **Violation; penalty.** A violation of any of the provisions of this Article shall be a Class B violation punishable as set forth in Section 1-41 (d) of the Municipal Code of the City. Each day that a violation continues shall be and constitute a separate violation for which a separate penalty shall be imposed.”

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 _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2017-2311

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

Section 1. Section 34-283. Permitted principal uses.

The following are permitted principal uses:

- (1) Any retail business, personal or business service establishment or wholesale business;
- (2) Meeting Hall, club or Fraternal organization;
- (3) Dance Hall, bar or cocktail lounge, night club, bowling alley and similar enterprise;
- (4) Printing, publishing, engraving or lithographing shop;
- (5) Laundry and dry cleaning shop
- (6) Plumbing or similar shop

Section 2. Section 34-284. When permitted by board of appeals.

- (1) Animal hospitals and veterinary clinics
- (2) Automobile, truck, trailer and farm implement establishment for repair, display, hire, sales.
- (3) Mini-warehouses

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

Section 4. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be 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 5. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this ____ day of _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2017-2312

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

Section 1. The Municipal Code of the City is hereby amended by addition of the following as Section 16-390-1 thereto:

“Section 16-390-1. **Special Use Permit License.** (a). A licensee holding a Class A license issued under this Chapter may upon application be issued a Special Use Permit License allowing the licensee to transfer a portion of its alcoholic inventory from its licensed premises to another premises located within the City, as specified within the application for Special Use Permit License, and to sell or offer for sale such inventory at retail for use or consumption (and not for resale in any form) at such other premises subject to and in compliance with the conditions and requirements of this Section. No Special Use Permit License shall be issued to any single licensee and for any specific location for more than 15 days in any license year. For purposes of this Section, “license year” is the period from May 1 through the following April 30.

(b). An application for a Special Use Permit License shall be submitted by the licensee to the Liquor Control Commissioner, which application shall include and contain the following:

- (1). A statement setting forth the specific purpose for holding the event.
- (2). The exact address within the City where the special use event will take place, a statement describing the nature of any improvements located at such location, and a drawing or other rendering showing the location and placement of any improvements, including any portable sanitary facilities or equipment to be utilized;
- (3). A copy of any signed lease or rental agreement, or other written authority under or by which the applicant has the right to utilize the location for such special use event;
- (4). A statement describing the applicant’s arrangements and plans for crowd control and limiting or controlling access to the event, including measures to be taken to assure that minors are not permitted access or to consume alcohol at the event.
- (5). If the location is other than a permanent building containing bathroom and sanitary facilities, a statement describing portable sanitary equipment that will be utilized and evidence that arrangements are in place for the rental, lease and servicing of such equipment.
- (6). The date or dates on which the special use event will take place and for which the license is requested.

(7). A certificate showing that the licensee has obtained and that there is in force dram shop liability insurance insuring the licensee and the location at which the special use event will take place to the maximum limits specified by law.

(c). No sale or consumption of alcoholic liquor shall occur at any Special Use Permit Event for which a license is granted between the hours of 11:00 P.M. and 11:00 A.M. local time, and no license issued under this Section shall be valid unless the applicant has been issued a license by the State Liquor Control Commission for the Special Use Permit Event.

(d). Each applicant for Special Use Permit Event license shall submit and pay a One Hundred Dollar (\$100.00) fee for the license, which shall be non-refundable after the license has been issued.”

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 _____, 2017.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE No. 2017-2301

AN ORDINANCE authorizing and providing for the issue of not to exceed \$5,050,000 General Obligation Bonds (Alternate Revenue Source), of the City of Rock Falls, Whiteside County, Illinois, for the purpose of paying the costs of designing, constructing and operating a broadband internet system for the City and related expenses, the pledge of certain revenues to the payment of principal and interest on the bonds, the levy of a direct annual tax to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of said bonds to the purchaser thereof.

* * *

WHEREAS, the City of Rock Falls, Whiteside County, Illinois (the "*City*"), is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, is now operating under the provisions of the Illinois Municipal Code (the "*Municipal Code*"), and all laws amendatory thereof or supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"); and

WHEREAS, pursuant to the High Speed Internet Services and Information Technology Act of the State of Illinois, as amended, any municipality "may undertake local broadband projects and the provision of services in connection therewith..."; and

WHEREAS, the City Council of the City (the "*Council*") does hereby determine that it is advisable, necessary and in the best interests of the City and its residents to pay the costs of designing, constructing and operating a broadband internet system for the City (the "*Broadband System*") and related expenses (the "*Project*"), all in accordance with the preliminary plans and estimates of costs heretofore approved by the Council and on file with the City Clerk of the City (the "*City Clerk*"), and for which there are no funds of the City on hand and lawfully available for such purpose; and

WHEREAS, the Project constitutes a lawful corporate purpose within the meaning of the Debt Reform Act; and

WHEREAS, on the 21st day of February, 2017, the Council adopted Ordinance Number 2017-2299 (the "*Authorizing Ordinance*") authorizing the issuance of alternate bonds, being general obligation bonds payable from (a)(i) revenues received by the City from the operation of the Broadband System and (ii) collections distributed to the City from those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act and by the City pursuant to the Non-home Rule Municipal Retailers' Occupation Tax Act and the Non-home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State of Illinois in the future (collectively, the "*Pledged Revenues*") and (b) ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount (the "*Pledged Taxes*"), pursuant to and in accordance with the provisions of the Debt Reform Act, in an amount not to exceed \$13,000,000; and

WHEREAS, on the 27th day of February, 2017, the Authorizing Ordinance, together with a notice in the statutory form (the "*Notice*"), was published in *Daily Gazette*, the same being a newspaper of general circulation in the City, and an affidavit evidencing the publication of the Authorizing Ordinance and the Notice have heretofore been presented to the Council and made a part of the permanent records of the Council; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Ordinance and the Notice, and no petition with the requisite number of valid

WHEREAS, the Project constitutes a lawful corporate purpose within the meaning of the Debt Reform Act; and

WHEREAS, on the 21st day of February, 2017, the Council adopted Ordinance Number 2017-2299 (the "*Authorizing Ordinance*") authorizing the issuance of alternate bonds, being general obligation bonds payable from (a)(i) revenues received by the City from the operation of the Broadband System and (ii) collections distributed to the City from those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act and by the City pursuant to the Non-home Rule Municipal Retailers' Occupation Tax Act and the Non-home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State of Illinois in the future (collectively, the "*Pledged Revenues*") and (b) ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount (the "*Pledged Taxes*"), pursuant to and in accordance with the provisions of the Debt Reform Act, in an amount not to exceed \$13,000,000; and

WHEREAS, on the 27th day of February, 2017, the Authorizing Ordinance, together with a notice in the statutory form (the "*Notice*"), was published in *Daily Gazette*, the same being a newspaper of general circulation in the City, and an affidavit evidencing the publication of the Authorizing Ordinance and the Notice have heretofore been presented to the Council and made a part of the permanent records of the Council; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Ordinance and the Notice, and no petition with the requisite number of valid

signatures thereon has been filed with the City Clerk requesting that the question of the issuance of the Bonds be submitted to referendum; and

WHEREAS, the Council is now authorized to issue alternate bonds of the City to the amount of \$13,000,000 pursuant to and in accordance with the provisions of the Debt Reform Act, and the Council hereby determines that it is advisable, necessary and in the best interests of the City and its residents that there be issued not to exceed \$5,050,000 of the alternate bonds so authorized (the "*Bonds*"); and

WHEREAS, the Pledged Revenues have not been pledged or hypothecated in whole or in part in any manner or for any purpose, other than for the payment of principal of and interest on the Bonds pursuant to and in accordance with the provisions of the Authorizing Ordinance and this Ordinance; and

WHEREAS, the Council hereby further determines that the Pledged Revenues will provide in each year an amount not less than 1.25 times debt service of the Bonds; and

WHEREAS, such determination is supported by the most recent audit of the City (the "*Audit*"), which Audit is for a fiscal year ending not earlier than 18 months previous to the time of issuance of the Bonds has been presented to the Council and is now on file with the City Clerk; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Mayor of the City (the "*Mayor*") on the 21st day of February, 2017, executed an Order calling a public hearing (the "*Hearing*") for the 27th day of February, 2017, concerning the intent of the Council to sell the Bonds; and

WHEREAS, notice of the Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in *Daily Gazette*, and (ii) posting at least 96 hours before the Hearing a copy of said notice at the principal office of the

Council, which notice was continuously available for public review during the entire 96-hour period preceding the Hearing; and

WHEREAS, the Hearing was held on the 7th day of March, 2017, and at the Hearing the Council explained the reasons for the proposed issuance of the Bonds and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 7th day of March, 2017, and not less than seven (7) days have passed since the final adjournment of the Hearing:

NOW, THEREFORE, Be It Ordained by the City Council of the City of Rock Falls, Whiteside County, Illinois, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles hereto:

- Audit
- Authorizing Ordinance
- Broadband System
- Bonds
- City
- City Clerk
- Council
- Debt Reform Act
- Hearing
- Mayor
- Municipal Code
- Notice
- Pledged Revenues
- Pledged Taxes
- Project

B. The following words and terms are defined as set forth:

"Additional Bonds" means any Alternate Bonds issued in the future in accordance with the provisions of the Debt Reform Act on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

"Alternate Bonds" means any Outstanding bonds issued as alternate bonds under and pursuant to the provisions of the Debt Reform Act, and includes, expressly, the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"County Clerk" means the County Clerk of The County of Whiteside, Illinois.

"Designated Representatives" means the Mayor, the City Clerk, the Treasurer, and the City Administrator.

"Fiscal Year" means that twelve-calendar month period beginning on May 1 of the calendar year and ending on the next succeeding April 30.

"Outstanding" or *"outstanding"* when used with reference to the Bonds and Additional Bonds means such of those bonds which are outstanding and unpaid; *provided, however*, such term shall not include the Bonds or Additional Bonds (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of and interest on such Bonds or Additional Bonds.

"Treasurer" means the Treasurer of the City.

Section 2. Incorporation of Preambles; Acceptance of Audit. The Council hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and

does incorporate them into this Ordinance by this reference. The Audit has been and is hereby accepted by the Council.

Section 3. Authorization. It is hereby found and determined that the City has been authorized by law to borrow an amount not to exceed \$13,000,000 upon the credit of the City and as evidence of such indebtedness to issue alternate bonds to said amount, the proceeds of such alternate bonds to be used for the purpose of paying the cost of the Project, and it is necessary and for the best interests of the City that there be issued at this time not to exceed \$5,050,000 of the Bonds so authorized.

Section 4. Bond Details. For the purpose of providing for the Project, the Bonds may be issued and sold in an aggregate principal amount of not to exceed \$5,050,000; and that the Bonds, if issued, shall be designated “[Taxable] General Obligation Bonds (Alternate Revenue Source), Series 2017[]” with such additional series designations and descriptions as may be necessary to describe the Bonds or any series thereof, as set forth in the Bond Notification (as hereinafter defined) for such series of the Bonds. The Bonds may be issued in one or more series, shall be dated the date of the issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date) or such other denominations as set forth in the Bond Notification for a series of the Bonds, and shall be numbered 1 and upward. Any series of the Bonds may be issued on a basis such that the interest on such series of the Bonds is excluded from gross income of the owners thereof for federal income tax purposes under the Code (“*Tax-Exempt Bonds*”) or on a basis such that the interest on such series of the Bonds is included in gross income of the owners thereof for federal income tax purposes (“*Taxable Bonds*”), and such determination as to whether a series of the Bonds constitute Tax-Exempt Bonds or Taxable Bonds shall be set forth in the Bond Notification for such series of the Bonds.

The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on October 1 of each of the years (not later than 2037), bearing interest at the rates per annum (not exceeding 7.00% per annum) and in the amounts (not exceeding \$470,000 per year) all as set forth in the Bond Notification for a series of the Bonds.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification for a series of the Bonds, and on April 1 and October 1 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of Sauk Valley Bank & Trust Company, Sterling, Illinois, or such other bank or trust company as set forth in the Bond Notification for a series of the Bonds, as bond registrar and paying agent (the "*Bond Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signature of the Mayor, and shall be attested by the manual or facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, as authenticating agent of the City for

the Bonds and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) *General.* The City shall cause books (the "*Bond Register*") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar or such other authorized person as the officers of the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

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

constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

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

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

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

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 4 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as

nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the City who is a signatory on the Bonds is authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

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

matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 4 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select

such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

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

Section 6. Redemption. (a) *Optional Redemption.* All or a portion of the Bonds of any series, if any, due on and after the date, if any, specified in the Bond Notification for such series of the Bonds, shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity and series to be selected by the Bond Registrar), on the date specified in the Bond Notification for such series of the Bonds, if any, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Bonds of any series maturing on the date or dates, if any, indicated in the Bond Notification for such series shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on October 1 of the years, if any, and in the principal amounts, if any, as indicated in such Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day

preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, maturity or maturities and series of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity of any series, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days

and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

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

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

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

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

Section 8. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [12] shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF WHITESIDE

CITY OF ROCK FALLS

[TAXABLE] GENERAL OBLIGATION BOND (ALTERNATE REVENUE SOURCE),
SERIES 2017[]

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: ____% Date: October 1, 20__ Date: _____, 2017 CUSIP: 772096 ____

Registered Owner: CEDE & Co.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Rock Falls, Whiteside County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on April 1 and October 1 of each year, commencing _____, 20__, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America at the principal office of _____, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the

registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

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

[3] It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes and the segregation of the Pledged Revenues and the Pledged Taxes to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the City hereby covenants and agrees that it will properly account for the Pledged Revenues and the Pledged Taxes and will comply with all the covenants of, and maintain the funds and accounts as provided by, the ordinance adopted by the City Council of the City on the 4th day of April, 2017 (the "*Bond Ordinance*").

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

[5] IN WITNESS WHEREOF, said City of Rock Falls, Whiteside County, Illinois, by its City Council, has caused this Bond to be signed by the manual or duly authorized facsimile signature of the Mayor of the City, and to be attested by the manual or duly authorized facsimile signature of the City Clerk of the City, all as of the Dated Date identified above.

Mayor

Attest:

City Clerk

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the [Taxable] General Obligation Bonds (Alternate Revenue Source), Series 2017[], of the City of Rock Falls, Whiteside County, Illinois.

as Bond Registrar

By _____
Authorized Officer



[Form of Bond - Reverse Side]

CITY OF ROCK FALLS

WHITESIDE COUNTY, ILLINOIS

**[TAXABLE] GENERAL OBLIGATION BOND (ALTERNATE REVENUE SOURCE),
SERIES 2017[]**

[6] This Bond is one of a series of bonds issued by the City pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and the Illinois Municipal Code, as amended (the "*Municipal Code*"), for the purpose of paying the costs of designing, constructing and operating a broadband internet system for the City (the "*Broadband System*") and related expenses, and is authorized by the Bond Ordinance, duly and properly adopted for that purpose, in all respects as provided by law.

[7] The Bonds are payable from (a)(i) revenues received by the City from the operation of the Broadband System and (ii) collections distributed to the City from those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act and by the City pursuant to the Non-home Rule Municipal Retailers' Occupation Tax Act and the Non-home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State of Illinois in the future (together, the "*Pledged Revenues*"), and (b) ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount (the "*Pledged Taxes*"), all in accordance with the provisions of the Debt Reform Act. The City reserves the right to issue additional bonds without limit from time to time payable from the Pledged Revenues, and any such additional bonds shall share ratably and equally in the Pledged Revenues with the Bonds;

provided, however, that no additional bonds shall be issued except in accordance with the Debt Reform Act.

[8] [Optional and Mandatory Redemption Provisions to be inserted as necessary].

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

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal office of the Bond Registrar in [Sterling], Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

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

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

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

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Sale of Bonds. Any two of the Designate Representatives, one of whom shall be an elected official, are hereby authorized to proceed not later than the reorganizational meeting of the Council following the April 4, 2017 consolidated election (if changes in Council membership occur) or October 4, 2017 (if no changes in Council membership occur), without any further authorization or direction from the Council, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification for a series of the Bonds as may be, and thereupon be deposited with the Treasurer. After authentication of the Bonds by the Bond Registrar, the Treasurer shall deliver the Bonds to the purchaser thereof, the same being Robert W. Baird & Co., Incorporated, Naperville, Illinois (the "*Purchaser*"), upon receipt

of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of original issue discount), on a series-by-series basis, plus accrued interest, if any, to date of delivery, it being hereby found and determined that the sale of the Bonds to the Purchaser is in the best interests of the City. The Designated Representatives shall find and determine in each Bond Notification that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the sale of the respective series of the Bonds to the Purchaser.

Prior to the sale of any series of the Bonds, any of the Designated Representatives is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of any series of the Bonds, the Designated Representatives shall prepare a Notification of Sale of such series of the Bonds, which shall include the pertinent details of sale as provided herein (each a "*Bond Notification*"). In the Bond Notification for a series of the Bonds, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such series of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. Each Bond Notification shall be entered into the records of the City and made available to the Council at the next regular meeting thereof; but such action

shall be for information purposes only, and the Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of a series of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives and any other officers of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, any contracts for the sale of the Bonds between the City and the Purchaser (the "*Purchase Contract*").

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to any series of the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 10. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and the Pledged Taxes and do not and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 12 hereof, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year in accordance with the Debt Reform Act.

Section 11. Bond Fund. There is hereby established a special fund of the City known as the “Alternate Bond and Interest Fund of 2017” (the “*Bond Fund*”). The Bond Fund is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the City under this Ordinance are discharged.

Section 12. Alternate Revenue Source; Appropriation; Tax Levy; Pledged Taxes. For the purpose of providing funds to pay the principal of and interest on the Bonds, the City covenants and agrees with the purchasers and the owners of the Bonds that so long as any Bonds are outstanding and unpaid, either as to principal or interest, the City will deposit the Pledged Revenues into the Bond Fund. All payments with respect to the Bonds shall be made directly from the Bond Fund. There are hereby created two accounts in the Bond Fund, designated as the “Pledged Revenues Account” and as the “Pledged Taxes Account.” All Pledged Revenues and any funds of the City on hand and lawfully available for such purpose which are being used for the payment of the principal of and interest on the Bonds shall be deposited to the credit of the Pledged Revenues Account. All Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. Pledged Taxes on deposit to the credit of the Pledged Taxes Account shall be fully spent to pay the principal of and interest on the respective Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Pledged Revenues Account.

The Pledged Revenues are hereby pledged to the payment of the Bonds and the City covenants and agrees to provide for, appropriate, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional .25 times debt service.

For the purpose of providing additional funds to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the City, in the years for

which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the City the following direct annual taxes (the “Pledged Taxes” as heretofore defined):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2017	\$485,000.00	for principal and interest up to and including April 1, 2019
2018	\$485,000.00	for principal and interest
2019	\$485,000.00	for principal and interest
2020	\$485,000.00	for principal and interest
2021	\$485,000.00	for principal and interest
2022	\$485,000.00	for principal and interest
2023	\$485,000.00	for principal and interest
2024	\$485,000.00	for principal and interest
2025	\$485,000.00	for principal and interest
2026	\$485,000.00	for principal and interest
2027	\$485,000.00	for principal and interest
2028	\$485,000.00	for principal and interest
2029	\$485,000.00	for principal and interest
2030	\$485,000.00	for principal and interest
2031	\$485,000.00	for principal and interest
2032	\$485,000.00	for principal and interest
2033	\$485,000.00	for principal and interest
2034	\$485,000.00	for principal and interest
2035	\$485,000.00	for principal and interest
2036	\$485,000.00	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Subject to the provisions of this section of this Ordinance, the City covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would

adversely affect the ability of the City to collect the Pledged Revenues or to levy and collect the Pledged Taxes, except as described herein. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Mayor, City Clerk and Treasurer are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 13. Filing of Ordinance. After this Ordinance becomes effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk. The County Clerk shall in and for each of the years required ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and the County Clerk, or other appropriate officer or designee, shall remit the Pledged Taxes for deposit to the Bond Fund, and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes of the City for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 14. Abatement of Pledged Taxes. Whenever Pledged Revenues or other lawfully available funds are available and on deposit in the Bond Fund to pay any principal of or interest on the Bonds when due so as to enable the abatement of the Pledged Taxes levied for the same, the Council shall direct the abatement of such Pledged Taxes by the amount available and on deposit in the Bond Fund, and proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 15. General Covenants. So long as any Bonds remain Outstanding, the City covenants and agrees with the holders of the Bonds that:

A. The City will punctually pay or cause to be paid from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

B. The City will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues or Pledged Taxes, or any part thereof, or upon any funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

C. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues or Pledged Taxes and the Bond Fund.

D. The City will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

E. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

F. The City will continue to deposit the Pledged Revenues and, if applicable, the Pledged Taxes to the Bond Fund.

G. The City will take no action or fail to take any action which in any way would adversely affect the ability of the City (i) to allocate or collect the Pledged Revenues, (ii) to levy the Pledged Taxes or (iii) to collect and to segregate the Pledged Revenues and Pledged Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues can be allocated and collected, that the Pledged Taxes can be levied and extended and that the Pledged Revenues and the Pledged Taxes may be collected and deposited into the Bond Fund, respectively, as provided herein.

H. The Outstanding Bonds shall be and forever remain until paid the general obligation of the City, for the payment of which its full faith and credit are pledged, and shall be payable, both from the Pledged Revenues, as herein provided, and from the levy of the Pledged Taxes, all as provided in the Debt Reform Act.

Section 16. Additional Bonds. The City reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds; *provided, however,* that no Additional Bonds shall be issued except upon compliance with the provisions of the Debt Reform Act.

Section 17. Use of Proceeds. Accrued interest received on delivery of the Bonds and proceeds from the issuance of the Bonds in an amount not to exceed \$700,000 (as set forth in the Bond Notification for a series of Bonds) ("*Capitalized Interest*") shall be credited to the Bond Fund and applied to pay first interest due on the Bonds. Proceeds received from the sale of the Bonds shall be set aside in a separate fund hereby created and designated as the "Capital Improvement Account (Series 2017)" (the "*Project Fund*") to be held by the Treasurer in a separate and segregated account. Moneys in the Project Fund shall be withdrawn from time to time as needed for the payment of the costs of issuance of the Bonds, the Project and payment of the fees and expenses incidental thereto, and said moneys shall be disbursed by the Treasurer in accordance with normal and customary City disbursement procedures. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the City from the proceeds of the Bonds.

Section 18. Reimbursement. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the City prior to the date hereof except architectural or engineering costs incurred prior to commencement of the Project or expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.103-18. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.103-18 as to all costs of the Project paid within 60 days prior to the date hereof or on any date after the date hereof and prior to issuance of the Bonds.

Section 19. General Tax Covenants. This Section applies only to those series of the Bonds issued as Tax-Exempt Bonds, and all references to “*Bond*” or “*Bonds*” in this Section shall be a reference to the Tax-Exempt Bonds only. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code, would otherwise cause the interest on the Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by Bond Counsel;

(c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 20. Registered Form. The City recognizes that Section 149 of the Code requires the Tax-Exempt Bonds to be issued and to remain in fully registered form in order to be and remain exempt from federal income taxation. In this connection, the City agrees that it will not take any action to permit the Tax-Exempt Bonds to be issued in, or converted into, bearer or coupon form.

Section 21. Certain Specific Tax Covenants. This Section applies only to those series of the Bonds issued as Tax-Exempt Bonds, and all references to “Bond” or “Bonds” in this Section shall be a reference to the Tax-Exempt Bonds only.

A. None of the Bonds shall be a “private activity bond” as defined in Section 141(a) of the Code; and the City certifies, represents, and covenants as follows:

(1) Not more than 5% of the net proceeds and investment earnings of the Bonds is to be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit.

(2) Not more than 5% of the amounts necessary to pay the principal of and interest on the Bonds will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit.

(3) None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(4) No user of the infrastructure of the City to be improved as part of the Project other than the City or another governmental unit, will use the same on any basis other

than the same basis as the general public; and no person, other than the City or another governmental unit, will be a user of such infrastructure as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

B. The Bonds shall not be "arbitrage bonds" under Section 148 of the Code; and the City certifies, represents, and covenants as follows:

(1) With respect to the Project, the City has heretofore incurred or within six months after delivery of the Bonds expects to incur substantial binding obligations to be paid for with money received from the sale of the Bonds, said binding obligations comprising binding contracts for the Project in not less than the amount of 5% of the proceeds of the Bonds allocable to the Project.

(2) More than 85% of the proceeds of the Bonds allocable to the Project will be expended on or before three years for the purpose of paying the costs of the Project.

(3) All of the principal proceeds of the Bonds allocable to the Project and investment earnings thereon will be used, needed, and expended for the purpose of paying the costs of the Project including expenses incidental thereto.

(4) Work on the Project is expected to proceed with due diligence to completion.

(5) Except for the Bond Fund, the City has not created or established and will not create or establish any sinking fund, reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond Fund has been established and will be funded in a manner primarily to achieve a proper matching of revenues and debt service and will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Bonds. Other than any Capitalized Interest, money deposited into the

Bond Fund will be spent within a 13-month period beginning on the date of deposit, and investment earnings in the Bond Fund will be spent or withdrawn from the Bond Fund within a one-year period beginning on the date of receipt.

(6) Amounts of money related to the Bonds required to be invested at a yield not materially higher than the yield on the Bonds, as determined pursuant to such tax certifications or agreements as the City officers may make in connection with the issuance of the Bonds, shall be so invested; and appropriate City officers are hereby authorized to make such investments.

(7) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” to the United States Treasury (the “*Rebate Requirement*”) is available to the City, the City will meet the Rebate Requirement.

(8) Relating to such applicable exceptions, any City officer charged with issuing the Bonds is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the City. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the City shall pay such Penalty.

C. The City reserves the right to use or invest moneys in connection with the Bonds in any manner or to make changes in the Project lists or to use the City infrastructure acquired, constructed, or improved as part of the Project in any manner, notwithstanding the representations and covenants in this Ordinance, *provided* it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing in matters pertaining to tax-exempt bonds to the effect that use or investment of such moneys or the changes in or use of such infrastructure as contemplated will not result in loss or impairment of tax-exempt status for the Bonds.

D. If so provided in any Bond Notification, each Bond may be designated as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In connection therewith the City, in the Bond Notification, shall affirm that: (i) none of such Bonds will be at any time a “private activity bond” (as defined in Section 141 of the Code); (ii) in calendar year 2017, the City has not issued any Tax-exempt obligations of any kind nor have any other Tax-exempt obligations of any kind been issued on behalf of the City, except as set forth therein; (iii) during calendar year 2017, the City will not issue or cause to have issued on behalf of the City more than \$10,000,000 of Tax-exempt obligations, including the Bonds; (iv) not more than \$10,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the City during calendar year 2017 will be designated for purposes of Section 265(b)(3) of the Code; and (v) the City is not subject to control by any entity, and there are no entities subject to control by the City.

Section 22. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 23. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and City Clerk are authorized to execute the Bond Registrar’s standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

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

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

Section 24. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the City and the owners of the outstanding Bonds. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Debt Reform Act are enforceable by any holder of the Bonds affected, any taxpayer of the City and the People of the State of Illinois acting through the Attorney General or any designee.

Section 25. Continuing Disclosure Undertaking. The Mayor or the Treasurer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 26. Municipal Bond Insurance. In the event the payment of principal and interest on any series of the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long

as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Mayor of the City on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 27. Record-Keeping Policy and Post-Issuance Compliance Matters. On August 16, 2016, the Council adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest of which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council and the City hereby reaffirm the *Policy*.

Section 28. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 29. Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted April 4, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

Approved April 4, 2017.

Mayor

Recorded in the City Records on April 4, 2017.

Attest:

City Clerk

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented be adopted.

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

Upon roll call, the following Aldermen voted AYE: _____

_____ and NAY: _____

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

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

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

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WHITESIDE)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rock Falls, Whiteside County, Illinois (the “City”), and as such official am one of the keepers of the records and files of the City Council of the City (the “Council”).

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Council held on the 4th day of April, 2017, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE authorizing and providing for the issue of not to exceed \$5,050,000 General Obligation Bonds (Alternate Revenue Source), of the City of Rock Falls, Whiteside County, Illinois, for the purpose of paying the costs of designing, constructing and operating a broadband internet system for the City and related expenses, the pledge of certain revenues to the payment of principal and interest on the bonds, the levy of a direct annual tax to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of said bonds to the purchaser thereof.

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

I do further certify that the deliberations of the Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said City, this 4th day of April, 2017.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF WHITESIDE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Whiteside County, Illinois, and as such official I do further certify that on the ____ day of _____, 2017, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE authorizing and providing for the issue of not to exceed \$5,050,000 General Obligation Bonds (Alternate Revenue Source), of the City of Rock Falls, Whiteside County, Illinois, for the purpose of paying the costs of designing, constructing and operating a broadband internet system for the City and related expenses, the pledge of certain revenues to the payment of principal and interest on the bonds, the levy of a direct annual tax to pay such principal and interest if the pledged revenues are insufficient to make such payment, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Council of the City of Rock Falls, Whiteside County, Illinois, on the 4th day of April, 2017, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2017.

County Clerk of Whiteside County, Illinois

[SEAL]

ORDINANCE NO. 2017-2302
AN ORDINANCE AUTHORIZING ENTRY INTO AN
INTERGOVERNMENTAL AGREEMENT FOR OPERATION
OF A CONSOLIDATED PUBLIC SAFETY ANSWERING POINT

WHEREAS, the City of Rock Falls is a municipality located in Whiteside County, Illinois; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1 entitled the "Intergovernmental Cooperation Act," (the "Act") provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the City of Sterling, the City of Rock Falls ("Rock Falls) and County of Whiteside seek to enter into an Intergovernmental Agreement (the "Agreement") as contemplated by the Act whereby the parties agree to consolidate operation of the Public Safety Answering Points (PSAPS) presently located at the City of Rock Falls, City of Sterling, and CGH Medical Center and as provided by the terms of the agreement, to operate a single consolidated dispatch, to be known as the Twin-City Consolidated Dispatch; and

WHEREAS, upon execution of the Agreement by all parties as proposed therein, the positions of tele-communicator and public service officer as heretofore established will no longer be necessary or available; and

WHEREAS, persons currently holding the positions of tele-communicator and public service officer in Rock Falls are represented by the Fraternal Order of Police as the exclusive bargaining representative for them, and a collective bargaining agreement is currently in force covering the terms and conditions of employment of said persons; and

WHEREAS, the corporate authorities have discussed and considered the Agreement, a copy of which is attached as Exhibit A; and

WHEREAS, the corporate authorities have determined that it is in the public interest to execute the Agreement.

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

Section 1: The statements contained in the preamble paragraphs of this Ordinance are declared to be true and accurate and are incorporated herein.

Section 2: The form of Intergovernmental Agreement, in substantially the same form attached hereto as Exhibit A and as heretofore presented to the City Council, is approved.

Section 3: The Mayor and City Clerk are authorized to execute the Intergovernmental Agreement with the City of Sterling and County of Whiteside, said agreement to be in substantially the form as attached hereto as Exhibit A, and to cause said agreement as executed to be delivered to the County Administrator of County of Whiteside and City Clerk of the City of Sterling, Illinois in exchange for a copy thereof duly executed and approved by the respective corporate authorities of the City of Sterling and County of Whiteside.

Section 4: Based on entry into an Agreement for operation of the consolidated PSAP, the elimination of all tele-communicator and community service officer positions is approved effective June 30, 2017. The Mayor and City Administrator are further authorized to give notice to the Fraternal Order of Police as authorized bargaining representative of all affected employees, and to employees, as necessary, and execute all paperwork necessary for the elimination of the positions and elimination or alteration of the bargaining unit.

Section 5: This Ordinance shall be effective upon its adoption and approval by the City Council, and the City Clerk is authorized to provide certified copies hereof to the corporate authorities of the City of Sterling and County of Whiteside.

Section 6: All Ordinances and parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

PASSED this ____ day of _____, 2017.

Mayor

Attest: _____
City Clerk

Alderman Voting Aye

Alderman Voting Nay

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF ROCK FALLS, THE CITY OF STERLING, AND THE COUNTY OF WHITESIDE
AUTHORIZING CREATION OF THE TWIN CITY CONSOLIDATED PSAP
(PUBLIC SAFETY ANSWERING POINT)

THIS AGREEMENT, dated this ____ day of _____, 2017 ("Agreement"), is made and entered into among the City of Rock Falls, Illinois, ("Rock Falls"), the City of Sterling, Illinois ("Sterling"), and the County of Whiteside ("Whiteside"), as administrative agent of SSA-1 dispatch services, (said entities sometimes herein referred to individually as "Party" and collectively as the "Parties").

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act ("Act"), 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agency; and

WHEREAS, Rock Falls, Sterling, and Whiteside, are all public agencies as defined in Section 2 of the Act; and

WHEREAS, each of the Parties presently operates a Public Safety Answering Point (PSAP); and

WHEREAS, Section 15.4a of the Emergency Telephone System Act (50 ILCS 750/15.4a) mandates consolidation of the number of PSAP's operating within a county with a population of less than 250,000 persons to not more than two such operations;

WHEREAS, the County of Whiteside, a county with a population less than 250,000, presently has three PSAPs, consisting one each at Rock Falls, Sterling, and Whiteside; and

WHEREAS, the Parties desire to consolidate the PSAP's for Rock Falls, Sterling, and the territory within Whiteside known as SSA-1, into a single unified PSAP, by establishing an Intergovernmental Cooperative Venture for the operation and maintenance of a combined PSAP system which shall be designated as the Twin Cities Consolidated PSAP (Twin City PSAP); and

WHEREAS, over a period of several months the Parties have evaluated the best operating framework for a consolidated PSAP at a single location.

NOW THEREFORE, in consideration of the recitals and the mutual agreements and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

SECTION 2. Entity. There is created an entity, to be commonly known as the Twin City Consolidated PSAP, an Intergovernmental Cooperative Venture, which, effective April 30th, 2017, or on such later date as agreed to by the Parties and approved by the Statewide 911 Advisory Board but in no event later than July 1, 2017, shall be responsible for operating a PSAP, for police, ambulance, and fire dispatch in the geographic territory presently served by Rock Falls, Sterling, and Whiteside SSA-1.

SECTION 3. Oversight Committee. The Parties to this Agreement herein create an Oversight Committee. The members of the "Oversight Committee" shall consist of:

- (a) City of Sterling Chief of Police
- (b) City of Rock Falls Chief of Police
- (c) A City official or employee appointed by the Mayor of Sterling
- (d) A City official or employee appointed by the Mayor of Rock Falls
- (e) Field Services Lieutenant of Whiteside County
- (f) Director of Pre Hospital Services at CGH Medical Center
- (g) Chief of Twin City Fire Command
- (h) Sheriff of Whiteside County
- (i) A County official or employee appointed by the Chairman of the Whiteside County Board.

Members of the committee may send a proxy from their organization if they are unable to attend.

3(a) Officers -- The oversight commission shall hold an election of officers bi-annually.

3(b) Dispatch Director: The position of dispatch director shall be created by the Oversight Committee. The dispatch director shall be an employee of Whiteside for purpose of payment of compensation, the withholding of income taxes for federal and state purposes, and all other withholding and payments as mandated by law; also insurance coverage, retirement programs and other employment benefits and contractual matters.

The Oversight Committee shall select the dispatch director from an eligibility list compiled by the Whiteside County Merit Commission. The Oversight Committee shall prepare a job description for the position of dispatch director who shall be responsible for performing the duties and obligations as the Coordinator of the consolidated PSAP.

The Sheriff of Whiteside shall exercise disciplinary authority regarding the dispatch director including the authority to terminate the employment of the dispatch director upon the filing of charges with the Oversight Committee. Termination of the dispatch director requires the approval by majority vote of the Oversight Committee. The Oversight Committee shall also have authority to request that the Sheriff bring charges before the committee, in such instances where the Committee believes that the conduct of the dispatch director merits consideration of possible termination. If the Sheriff, for any reason, declines to do so then the Oversight Committee shall have independent authority to terminate the dispatch director, upon notice, hearing and majority vote.

The dispatch director shall report to the Oversight Committee for direction on operational matters. The County Administrator and Sheriff of Whiteside shall exercise all other authority over the dispatch director consistent with the personnel practices and policies of Whiteside.

3(c) Meetings – The Oversight Committee shall meet not less than quarterly, at a mutually agreeable location. Other meetings of the Oversight Committee may be called by any member, upon written or email notice to the other individuals on the Oversight Committee. On any matter on which a tie vote of the Oversight Committee occurs, the parties agree that the County Administrator for Whiteside shall be entitled to cast a vote on the issue and thereby break such tie.

3(d) FOIA – The Dispatch Director shall be designated as the FOIA officer for the Twin Cities Consolidated PSAP. The Dispatch Director shall coordinate all responses to FOIA requests consistent with any designated FOIA officer for Sterling, Rock Falls, or Whiteside. Whiteside shall be responsible for providing appropriate training to the Dispatch Director on FOIA compliance requirements, and shall provide support for such compliance, as necessary.

3(e) Records – All records related to the operation of the consolidated PSAP shall be maintained by Whiteside, as administrative agent. Records related to the Twin City Consolidated PSAP shall be kept, to the extent feasible, separate and apart from the customary records of the City of Sterling. Upon request submitted to the Dispatch Director, all Parties to this Agreement shall have access to all records with respect to operation of the Consolidated PSAP.

SECTION 4. Housing/Location. The location for housing of the Consolidated PSAP shall be within the existing PSAP facility presently located in Sterling City Hall. Any change in location shall be approved by a majority vote of the Oversight Committee.

SECTION 5. Powers/Duties. The powers and duties of the Oversight Committee shall include, but need not be limited to, the following:

- (1) Planning and oversight of the management of the consolidated 9-1-1 PSAP.
- (2) Coordinating and supervising the implementation, upgrading, or maintenance of the system, including the establishment of equipment specifications and coding systems.
- (3) Reviewing funds received from all sources.
- (4) Reviewing disbursements from all 911 funds received or allocated to Twin City Consolidated PSAP
- (5) Coordinating the establishment of necessary protocols for backup to the 911 PSAP.
- (6) Such other duties as provided by law or as authorized by majority vote of the Oversight Committee.

(7) Study, evaluation, and determination of the feasibility of further consolidation to a singular PSAP on a County-wide basis.

(8) The prior approval of all capital improvements to be made at the PSAP facility in Sterling City Hall .

(9) Selection and termination of the dispatch director, as provided within Section 3(c)

SECTION 6. Administrative Fiscal Agent.

The parties to this Agreement herein designate Whiteside as the fiscal agent for all costs and expenditures of the Twin City Consolidated PSAP. All dispatchers, inclusive of the Dispatch Director, shall be employees of Whiteside and entitled to such reasonable benefits and/or wages as may be established by Whiteside and which at the time of initial hire shall be in compliance with paragraph 9.

SECTION 7. Funding. The parties recognize certain costs will be incurred by Whiteside in the operation of the Consolidated PSAP. In arriving at the annual costs, the parties agree that all funds expended by, or received from, the 911 Board or any associated 911 tax, for the benefit of the Consolidated PSAP shall reduce the gross aggregate costs to be divided between the parties. Within this agreed structure, Rock Falls and Sterling agree to remit monthly to Whiteside, not later than fourteen (14) days of receipt of an invoice for such amounts, all sums calculated in accordance with the PSAP formula reflected on attached Exhibit A. If billed annually by Whiteside, Rock Falls and Sterling may remit monthly payment of 1/12th of their annual billed costs. The parties acknowledge that the "Gross Annual Operating Costs", as that term is defined on Exhibit A, shall be determined and restated not less than annually, during the term of the Agreement. The parties further agree to review estimated Gross Annual Operating Costs, on a one time basis after the first 6 months, and upon majority vote of the Oversight Committee adjust the amounts indicated prior to the normally schedule annual adjustment.

SECTION 8. Equipment (Current and Future). The parties agree to transfer to the Sterling location, for use in hosting the consolidated PSAP, all equipment specifically utilized in the operation of current PSAPs (e.g. Rock Falls, Sterling, SSA-1Dispatch at CGH Medical Center). This initial equipment is listed on (Ex. B—Rock Falls; Ex. C—Whiteside SSA-1; Ex D—Sterling.) To the extent that additional equipment is needed for operation of the consolidated PSAP that is not paid for under funds derived from the 911 revenues provided by the State, County, or sources other than from the parties, it shall be approved by majority vote of the Oversight Committee. Responsibility for payment for such equipment shall be divided in accordance with the established formula percentages set forth on Exhibit A, using the calendar year immediately proceeding the date on which purchase is authorized.

SECTION 9. Employees: All present Rock Falls, Sterling, and CGH dispatchers shall be offered employment with Whiteside without approval or recommendation of the Whiteside County Merit Commission. Thereafter all employees shall be selected from an eligibility list submitted by the Whiteside County Merit Commission. Supervision and discipline of all dispatchers shall be within the sole control and authority of Whiteside.

All dispatchers employed by Whiteside who accept employment as former employees of Rock Falls, Sterling, and CGH shall be placed laterally on the salary schedule of Whiteside dispatchers consistent with their current level of seniority and as set for on Exhibit E attached hereto.

Whiteside agrees to accept up to 400 hours of sick time or medical leave that each employee may have accrued as a dispatcher at Rock Falls, Sterling, and CGH, to permit dispatcher to access same for all purposes including available service credit with IMRF at time of retirement. The number of sick days or medical leave shall be established by the parties at the time of employment and signed off in writing by the parties. No employment of dispatchers by Whiteside shall be effective until the agreement on sick days or medial leave is agreed to and set forth in writing.

SECTION 10. Term, Termination, and Extension.

A. Unless sooner terminated or an extension is hereinafter accepted by the Parties under Section 10(C), the term of this Agreement shall be for an initial period of one (1) year commencing on the later date of execution of this Agreement or operation of the consolidated PSAP, and expiring on the anniversary thereof.

B. This Agreement may be terminated prior to the expiration date as follows:

- i. Upon unanimous written agreement of the parties or;
- ii. In accordance with the provisions of Section 18;
- iii. By operation of law.

C. This Agreement shall automatically be extended for successive one (1) year terms, unless notice is given by any party not less than 60 days prior to expiration of the Agreement. If requested by any party, the other parties shall acknowledge such extension in writing.

D. No termination of the Agreement shall be effective until approved by the Statewide 9-1-1 Administrator or Statewide 9-1-1 Advisory Board, or when such termination is otherwise lawful under the Emergency Telephone System Act ("Act").

Until such approval is received, or until termination is lawful under the Act, PSAP shall continue to be operated under the terms and conditions set forth herein unless otherwise agreed to in writing by all Parties.

SECTION 11. Notice. All notices hereunder shall be in writing and shall be deemed to have been duly given: (i) upon depositing in the U.S. Mail, either by registered or certified mail, postage prepaid, return receipt requested; (ii) by facsimile transmission with receipt thereof in writing; (iii) by delivery in person; or, (iv) by a recognized national purveyor of overnight mail delivery to the party to whom the notice is directed, at such party's address or facsimile number as hereinafter set forth. Any Party shall have the right to designate any other address or facsimile

number for notice purposes, by written notice to the other Party in the manner aforesaid. The address of the Parties and their respective facsimile numbers are as follows:

Rock Falls: City of Rock Falls
601 W. 10th Street
Rock Falls, IL 61071
Attn: City Administrator
Fax No. 815/622-1109

Sterling: City of Sterling
212 Third Avenue
Sterling, IL 61081
Attn: City Manager
Fax No. 815/632-6671

With a copy to:
James Reese
Ward, Murray, Pace & Johnson
202 E. Fifth Street
Sterling, IL 61081
Fax No. 815/625-8363

With a copy to:
City Attorney

Whiteside: County of Whiteside
Attn: County Administrator
200 East Knox Street
Morrison, IL 61270

SECTION 12. Implementation Date. The parties to this Agreement expressly intend implementation on or before April 30, 2017, but in no event later than July 1, 2017.

SECTION 13. Conflict Resolution Procedure. In the event conflicts or disputes arise between the Parties regarding their obligations, or the operation of the Twin City Consolidated PSAP under this Agreement, such conflicts or disputes shall be addressed in the following manner:

A. The City Manager of Sterling, the City Administrator of Rock Falls, and the Whiteside County Administrator, shall meet within 10 days of receipt of written notice of concern from any other Party and first attempt to resolve the dispute in a manner satisfactory to all Parties.

B. If the meeting between the City Manager of Sterling, the City Administrator of Rock Falls, and Whiteside County Administrator is unsuccessful, the Parties shall then meet within 10 days thereafter with the 911 Coordinator for the County of Whiteside, in further effort to resolve matters.

C. If the Parties are not able to resolve their differences under paragraphs 13(A) or (B), or exigent circumstances exist, then any Party may seek appropriate relief in a court of competent jurisdiction.

SECTION 14. Whiteside County. Whiteside represents that it is the proper entity to act on behalf of SSA-1, for contracting of dispatch services, and has, at or prior to execution of this Agreement, lawfully amended its existing Agreement with CGH Medical Center to reflect the same.

SECTION 15. Assignment. This Agreement contains the entire agreement among the Parties regarding the formation of a consolidated PSAP Center. Neither this Agreement nor any of the rights or privileges granted herein shall be assigned by any party without the written consent of all other parties.

SECTION 16. Amendment. This Agreement may not be amended or modified except by a written instrument signed by all Parties and authorized by a duly approved resolution of the corporate authorities or governing board of each Party.

SECTION 17. Third Party Benefits. This Agreement is for the sole and exclusive benefit of the Parties, and no third party is intended to or shall have any rights under this Agreement unless specifically provided herein.

SECTION 18. Default. In the event that any Party believes any other to be in default under this Agreement, then the non-defaulting Party or Parties shall notify the other Party in writing and allow the alleged defaulting Party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not then cured, the Party or Parties having sent the notice may terminate the Agreement by serving written notice on the defaulting Party effective not less than 90 days after receipt of the notice. No waiver of any default shall be applied by the failure of any Party to give notice of default and no express waiver shall affect any other basis of default except that specified in the waiver. The effective date of any such termination may not be until approval for termination/ cessation is obtained from the applicable State Agency.

SECTION 19. Duplicate. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SECTION 20. Construction. The Parties have been represented by counsel and have had full opportunity to discuss this Agreement prior to execution. No Party shall be deemed to have drafted this Agreement for the purposes of construing any ambiguity.

SECTION 21. Authority. The undersigned represent that they have the requisite authority to enter into this Agreement. Within thirty (30) days after the date first written above, each Party shall provide the other Parties with a certified copy of a duly adopted resolution of the Party's corporate authorities authorizing and ratifying this Agreement and its execution by the undersigned, and upon failure to so approve, this Agreement shall be considered null and void.

SECTION 22. Insurance. Whiteside shall provide to the other parties, upon request, evidence of property, general comprehensive and public liability insurance covering the operation of the Consolidated PSAP hereunder and insuring all Parties against loss or damage arising from operations of the Consolidated PSAP and the actions of employees acting pursuant to this Agreement or direction of Sterling in such operations. Such policies shall be maintained through responsible insurance companies and with limits of liability acceptable to the other Parties and shall not be subject to cancellation except upon 30 days prior written notice to the other Party.

SECTION 23. Indemnification. Whiteside shall indemnify and hold harmless Rock Falls and Sterling, its elected and appointed officials, employees and agents and their successors and assigns against and from any claim or loss including, but not limited to attorney fees, costs and expense of litigation in connection with any claim for personal injury or property damage to the extent such claim or loss arises out of Whiteside's operation of the Consolidated PSAP, or the actions of the employees and/or dispatchers so employed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date referenced hereinabove.

CITY OF ROCK FALLS

BY: _____
Its: _____

ATTEST:

BY: _____
Its: _____

CITY OF STERLING

BY: _____
Its: _____

ATTEST:

BY: _____
Its: _____

County of Whiteside, as
Administrative Agent of SSA-1

BY: _____
Its: _____

Exhibit B-Equipment from City of Rock Falls

1 Zetron Radio Console

2 911 answering consoles with corresponding supporting equipment IE: keyboards, mouse, monitor, communications box

Exhibit C-Equipment from Whiteside SSA-1

ProQA server(maybe)



Exhibit D-Equipment from City of Sterling

2 PCs Workstations with corresponding supporting equipment used for non-CAD related applications

2 PCs Workstations with corresponding supporting equipment used for internet related applications

3 Zybek Desks owned by City of Sterling

911 owned Equipment remaining in the consolidated center currently being used:

2 911 answering consoles with corresponding supporting equipment IE: keyboards, mouse, monitor, communications box

2 Computer Aided Workstations with corresponding supporting equipment, plus 2 brand new Computer Aided Workstations with corresponding supporting equipment

2 PCs Workstations with corresponding supporting equipment used for non-CAD related applications

2 PCs Workstations with corresponding supporting equipment used for internet related applications

1 Voice logger

3 Zetron Radio Consoles

1 Zybek Desks

Exhibit E
(Salary placement of Rock Falls, Sterling, and Whiteside SSA-1 Dispatchers)



ORDINANCE NO. 2017-2309

AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT

WHEREAS, Gregg Fritsch and Randy Fritsch have heretofore submitted a Petition for Annexation of certain territory to the City of Rock Falls, and in said Petition have requested that an Annexation Agreement be approved and adopted setting forth terms and conditions applicable upon annexation of the territory; and,

WHEREAS, the territory proposed to be annexed is described in the document attached hereto and labeled as "Exhibit 1", and is referred to herein as the "Territory"; and,

WHEREAS, the Territory consists of approximately .484 acres, more or less, and is contiguous to the limits of the city; and,

WHEREAS, an Annexation Agreement, in the form as attached hereto and labeled as "Exhibit 2" has been submitted by Gregg Fritsch and Randy Fritsch to the City Council of the City of Rock Falls for approval; and,

WHEREAS, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1) governing and setting forth the requirements for execution of an Annexation Agreement have been fully complied with by the City Council; and,

WHEREAS, all public hearings required to be held have been conducted, and the terms and provisions of the Annexation Agreement attached and labeled as Exhibit 2, including those terms and provisions governing the zoning classification to be applied to the Territory upon annexation have been approved and recommended by the planning and zoning commission of the city; and,

WHEREAS, the City Council has reviewed the terms and conditions of the proposed Annexation Agreement and find that it is in the best interest of the city that said Annexation Agreement be approved and that the terms and conditions thereof be applicable to the Territory upon annexation of the Territory to the city; and,

WHEREAS, Gregg Fritsch and Randy Fritsch have executed said Annexation Agreement and request that the agreement be approved by the City Council.

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

Section 1. The statements contained in the preamble paragraphs to this ordinance are found and declared to be true, accurate and correct, and the same are hereby incorporated into and made a part of this ordinance.

Section 2. The Mayor is authorized and directed to sign, and the City Clerk is authorized and directed, to sign and attest the Annexation Agreement, in the form as attached hereto labeled as Exhibit 2, and upon signature and attestation, to deliver a copy thereof to Gregg Fritsch and Randy Fritsch.

Section 3. Upon execution of the Annexation Agreement, the City Clerk is directed to cause a copy thereof to be recorded in the land records in the Recorder's Office of Whiteside County, Illinois.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed this 4th Day of April, 2017

William B.Wescott, Mayor

ATTEST:

Eric Arduini, City Clerk

Aldermen Voting Aye

Aldermen Voting Nay

Exhibit 1

The South 94 feet of the North 174.82 feet of the East 120 feet of Lot M-37A, in Martin Estates Subdivision of part of the Southeast fractional Quarter of Section 22, part of the Southwest fractional Quarter of Section 23, part of the Northwest Quarter of Section 26, and part of the Northeast Quarter of Section 27, all in Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois, according to the Plat recorded July 18, 1934 in Plat Book 7 page 36.

ALSO, the North 80.82 feet of the East 120 feet of Lot M-37A of Martin Estates Subdivision of part of the Southeast fractional Quarter of Section 22; part of the Southwest fractional Quarter of Section 23; part of the Northwest Quarter of Section 26 and part of the Northeast Quarter of Section 27; in Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois, according to the Plat recorded July 18, 1934 in Plat Book 7 page 36.

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the CITY OF ROCK FALLS, ILLINOIS (hereinafter called the "City"), by and through the City Council of said City (hereinafter collectively referred to as the "Corporate Authorities"), and Gregg Fritsch and Randy Fritsch, whose address is 222 Martin Road, Rock Falls, Illinois, (hereinafter referred to as the "Owner").

WHEREAS, the Owner is the legal Owner of record of real estate, the legal description of which is set forth in "Exhibit A" attached hereto and depicted on the Annexation Plat attached hereto labeled "Exhibit B", each of which is by this express reference made a part hereof, said real estate being referred to as herein the "Tract", and

WHEREAS, as of the date of this Agreement, the Tract is part of the unincorporated territory of Whiteside County, Illinois, and is now, and at the time of annexation shall be, contiguous to the corporate limits of the City; and

WHEREAS, the Tract constitutes territory which may be annexed to the City upon the terms and conditions as hereinafter set forth; and

WHEREAS, notice of the proposed annexation shall be given to the Rock Falls Rural Fire Protection District, Coloma Township Supervisory, Coloma Township Trustees, Coloma Township Road Commissioner, and Rock Falls Library District, if applicable, and all other persons or entities legally required to be notified by law; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded the annexation of the Tract to the City on the terms and conditions hereinafter set forth would further the growth of the City, would provide for the harmonious development of the City, would enable the City to control the further development of the area and would serve the best interests of the City; and

WHEREAS, as required by the law, the Corporate Authorities held a public hearing to discuss and receive comment about this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The recitals contained in the preambles hereto shall be a part of this Agreement. The parties shall fully cooperate with each other in carrying out the terms of this Agreement. Each party respectively represents that he, she and it has full authority to enter into this Agreement pursuant to law.
2. This Agreement is made pursuant to an in accordance with the provisions of 65 ILCS 5/11-15.1-1 et seq.
3. This Agreement is for a term and shall be binding for a period of twenty (20) years commencing on the date of execution, unless sooner terminated by an agreement in writing signed by both parties.
4. The Owner, prior to execution of this Agreement, has signed and filed with the City Clerk a Petition for Annexation (the "Petition") to annex the Tract to the City, in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the City. The Petition has been signed, under oath, by all owners of record of the Tract, and there are no electors residing on the Tract. Owner represents that the Tract is currently contiguous to the corporate limits of the City. Said Petition shall be officially considered as required by law and shall comply with the provisions of 65 ILCS 5/7-1-8, including but not limited to the execution requirement of Owner. The parties agree that the Corporate Authorities shall annex the Tract to the City by enacting an ordinance (the "Annexation Ordinance") at a public meeting of the Corporate Authorities held where this Agreement is approved (or as otherwise agreed upon by the parties), which Annexation Ordinance shall have attached thereto an accurate map of the Tract. The Annexation Ordinance shall be effective immediately upon its passage and approval as required by law.
5. Prior to approval of this Agreement and before the annexation of the Tract becomes effective, the City has given notice of the proposed annexation to the Rock Falls Rural Fire Protection District, Coloma Township Trustees, Supervisor and Road Commissioner, and to all other persons or entities legally required to be notified by law.
6. Upon passage of the Annexation Ordinance by the City, the City shall assign the Tract described R1 or R2 Zoning Classification. The City also agrees that the Tract shall not be rezoned and the zoning classification specified to the above Tract consistent with the intent of this Agreement shall not be amended, changed, or otherwise re-classified, or impacted by any future land use regulations of the City, without written consent of the Owner.
 - a. If at any time during the term of this Agreement, the City shall enact any air pollution standards or other pollution regulations that would be applicable to the Tract when used as agricultural farmland, City agrees that such standards or regulations will not be enforced as to those portions of the Tract used as agricultural farmland to any degree that such standards or

regulations are more strict or stringent than any standard, rule or regulation adopted by an enforced through the Illinois Pollution Control Board)or any successor or similar board or commission, state or federal, with jurisdiction and authority over air pollution or air quality standards within the State of Illinois).

7.

- a. Upon passage of the Annexation Ordinance, when available, the City shall permit Owner to connect to the public potable drinking water supply system operated and maintained by the City to users located within or on the Tract. Owner shall be responsible for payment to City of the amount calculated under the rate ordinances of the City for any water supplied as measured by the meter installed on the Tract.

8. Upon passage of the Annexation Ordinance, the City shall permit Owner to connect to the sanitary wastewater system operated and maintained by the City to users located Prior to approval of this Agreement and before the annexation of the Tract becomes effective, the City has given notice of the proposed annexation to the Rock Falls Rural Fire Protection District, Coloma Township Trustees, Supervisor and Road Commissioner, and to all other persons or entities legally required to be notified by law.

9.

The Owner agrees that all municipal regulations and requirements, including but not limited to zoning, subdivision and other ordinances, shall apply to the Tract and the City shall have full jurisdiction over the Tract for the purpose of enforcing its codes presently in existence and as may be amended in the future.

10. ADMINISTRATIVE FEES

11. Nothing herein shall be construed or interpreted to require the City to take any action with respect to or for the purpose of addressing any surface water drainage of any portion of the Tract and Owner represent and warrant that all surface water drainage and any facilities for the handling of that surface water are in place or will be in place and will be the property and responsibility of Owner.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor Owner of record of the Tract, their assignees and lessees, and on any successor municipal authorities of the City for a period of twenty (20) years from the date of execution hereof. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained.

13. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, such provision shall be deemed to be excised from the Agreement and the invalidity thereof shall not affect any of the other provision contained herein.

14. Any notice to be delivered pursuant to the terms of this Agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:

CITY OF ROCK FALLS
City Clerk
603 West 10th Street
Rock Falls, IL 61071

OWNER'S NAME AND ADDRESS:
Gregg Fritsch, 2004 Dubloon Ct. Edwardsville, IL 62025
Randy Fritsch, 408 E. 2nd St., Rock Falls, IL 61071

15. Under no circumstances shall the City, or any of its officers, agents or employees have any liability for damages, including but not limited to, monetary damages, compensatory damages, punitive damages, or otherwise, under the provisions, terms and conditions of this Agreement.
16. In the event of any conflict between this Agreement and any codes or ordinances of the City such codes or ordinances shall apply and govern the circumstances giving rise to such conflict.
17. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants and agreements herein described, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(signatures appear on next page)

IN WITNESS WHEREOF, the parties hereto have set their hands seals and have caused this instrument to be executed on the day and year first above written.

CITY OF ROCK FALLS, ILLINOIS'

By: _____, Mayor

(City Seal)

ATTEST:

, City Clerk

OWNER:

Attachments:

Exhibit "A"

The South 94 feet of the North 174.82 feet of the East 120 feet of Lot M-37A, in Martin Estates Subdivision of part of the Southeast fractional Quarter of Section 22, part of the Southwest fractional Quarter of Section 23, part of the Northwest Quarter of Section 26, and part of the Northeast Quarter of Section 27, all in Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois, according to the Plat recorded July 18, 1934 in Plat Book 7 page 36.

ALSO, the North 80.82 feet of the East 120 feet of Lot M-37A of Martin Estates Subdivision of part of the Southeast fractional Quarter of Section 22; part of the Southwest fractional Quarter of Section 23; part of the Northwest Quarter of Section 26 and part of the Northeast Quarter of Section 27; in Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois, according to the Plat recorded July 18, 1934 in Plat Book 7 page 36.

ORDINANCE NO. 2017-2310

AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE CITY OF ROCK FALLS, WHITESIDE COUNTY,
ILLINOIS

WHEREAS, a written petition signed by the legal Owners of record, of all land within the territory hereinafter described, commonly known as 222 Martin Road, Rock Falls, Illinois, 61071 has been filed with the City Clerk of the City of Rock Falls, Whiteside County, Illinois, requesting that said territory be annexed to the City of Rock Falls; and,

WHEREAS, the Petition for Annexation has been signed by the Owners of record and there are no electors presently residing on said territory; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Rock Falls; and,

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, copies of such notices supported by affidavit of the City Clerk detailing service of said notices required to be recorded, if any, have been duly recorded with the office of the County Clerk and Recorder of Whiteside County, Illinois; and,

WHEREAS, the legal owners of record of said territory and the City of Rock Falls have entered into a valid and binding Annexation Agreement relating to such territory; and,

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the Annexation Agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and,

WHEREAS, the City Council finds and determines it is in the best interest of the City of Rock Falls that the territory be annexed thereto,

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

Section 1. The territory, being described on the document attached hereto, labeled as Exhibit 1, and incorporated herein, and consisting of .484 acres, more or

less, and being indicated on an accurate map of the territory, which is appended to and labeled as Exhibit 2 and made a part of this ordinance, is hereby annexed to the City of Rock Falls, Whiteside County, Illinois.

Section 2. The City Clerk is hereby directed to record with the Recorder of Whiteside County, Illinois and to file with the County Clerk of Whiteside County, Illinois, a certified copy of this Ordinance together with the accurate map of the Territory annexed as appended to the ordinance.

Section 3. Upon annexation, the Territory shall be classified under the Zoning Ordinance of the City of Rock Falls as zoning classification R-2,

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed this 4th day of April 2017

Mayor, William B. Wescott

ATTEST:

Eric Arduini, City Clerk

Aldermen Voting Aye

Aldermen Voting Nay

Exhibit 1

The South 94 feet of the North 174.82 feet of the East 120 feet of Lot M-37A, in Martin Estates Subdivision of part of the Southeast fractional Quarter of Section 22, part of the Southwest fractional Quarter of Section 23, part of the Northwest Quarter of Section 26, and part of the Northeast Quarter of Section 27, all in Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois, according to the Plat recorded July 18, 1934 in Plat Book 7 page 36.

ALSO, the North 80.82 feet of the East 120 feet of Lot M-37A of Martin Estates Subdivision of part of the Southeast fractional Quarter of Section 22; part of the Southwest fractional Quarter of Section 23; part of the Northwest Quarter of Section 26 and part of the Northeast Quarter of Section 27; in Township 21 North, Range 7 East of the 4th P.M., Whiteside County, Illinois, according to the Plat recorded July 18, 1934 in Plat Book 7 page 36.

City of Rock Falls Budget Summary Page

General Fund

Note: IMRF/SS Contribution is a separate income that is only allowed for Illinois Municipal Retirement Fund costs and Social Security costs, that is why it is list

	FY 18 Budget	FY 18 Actual	FY 17 Budget	FY 17 3/17/17	FY 16 Budget	FY 16 Actual
Projected Revenue	\$ 6,852,686.00		\$ 6,690,542.27	\$ 5,253,749.20	\$ 6,335,939.79	\$ 8,969,906.17
Other Financing Sources	\$ -		\$ -		\$ -	
IMRF/SS Contribution	\$ 210,100.00	\$ -	\$ 205,300.00	\$ 190,685.15	\$ 205,930.00	\$ 224,942.41
Revenue Totals	\$ 7,062,786.00	\$ -	\$ 6,895,842.27	\$ 5,444,434.35	\$ 6,541,869.79	\$ 9,194,848.58
	FY 18 Budget	FY 18 Actual	FY 17 Budget	As of 3/15/17	FY 16 Budget	FY 16 Actual
Department Expenses						
Administration	\$ 747,883.00	\$ -	\$ 805,407.28	\$ 560,639.65	\$ 897,001.89	\$ 1,204,324.44
Building Dept.	\$ 185,766.00		\$ 173,090.82	\$ 138,121.13	\$ 174,510.34	\$ 167,908.84
City Administrator	\$ 98,505.00	\$ -	\$ 94,331.40	\$ 79,441.27	\$ 94,140.50	\$ 91,199.96
City Clerk	\$ 200,418.00		\$ 180,541.60	\$ 159,368.02	\$ 167,570.31	\$ 171,608.25
Code Hearing Dept.	\$ 26,700.00		\$ 23,500.00	\$ 17,219.92	\$ 22,400.00	\$ 16,129.81
ESDA	\$ 1,000.00		\$ 2,000.00	\$ -	\$ 2,317.00	\$ 422.10
Fire Dept.	\$ 1,211,880.00		\$ 1,089,575.94	\$ 1,043,940.61	\$ 1,056,465.75	\$ 1,119,678.73
Planning & Zoning	\$ 3,875.00		\$ 1,875.00	\$ 4,891.51	\$ 2,375.00	\$ 508.41
Police Dept.	\$ 2,693,978.00	\$ -	\$ 2,381,998.84	\$ 1,963,600.83	\$ 2,290,227.04	\$ 2,178,262.69
Police/Fire Commission	\$ 12,345.00	\$ -	\$ 12,395.00	\$ 11,878.60	\$ 12,250.00	\$ 10,429.78
Public Property	\$ 201,650.00		\$ 205,650.00	\$ 173,938.14	\$ 48,050.00	\$ 2,628,026.57
Street Dept.	\$ 1,496,596.00		\$ 1,713,239.57	\$ 1,044,030.20	\$ 1,587,870.06	\$ 1,304,521.11
Sub-Total Expenses	\$ 6,880,596.00	\$ -	\$ 6,683,605.46	\$ 5,197,069.88	\$ 6,355,177.89	\$ 8,893,020.69
IMRF/Social Sec.	\$ 182,157.00	\$ -	\$ 186,565.23	\$ 148,369.80	\$ 180,848.25	\$ 182,364.75
GF Utility Offset						\$ 86,277.57
Expense Total	\$ 7,062,753.00	\$ -	\$ 6,870,170.69	\$ 5,345,439.68	\$ 6,536,026.14	\$ 9,161,663.01
Surplus/(Deficit)	\$ 33.00	\$ -	\$ 25,671.58	\$ 98,994.67	\$ 5,843.65	\$ 33,185.57

Reserve Balance Due \$ 725,004.99

\$ 700,718.48

W/O Land Acq. \$ 380,922.53 Surplus

Tourism Fund						
	FY 18 Budget	FY 18 Actual	FY 17 Budget	FY 17 Actual	FY 16 Budget	FY 16 Actual
Revenues	\$ 182,500.00	\$ -	\$ 164,500.00	\$ 165,588.63	\$ 162,000.00	\$ 805,522.49
Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 182,500.00	\$ -	\$ 164,500.00	\$ 165,588.63	\$ 162,000.00	\$ 805,522.49
Expenses	\$ 177,589.00	\$ -	\$ 160,739.45	\$ 164,157.76	\$ 15,900.00	\$ 119,356.02
Trans to (from) Reser	\$ 4,911.00	\$ -	\$ 3,760.55	\$ 1,430.87	\$ 146,100.00	\$ 686,166.47
Total Expenses	\$ 182,500.00	\$ -	\$ 164,500.00	\$ 165,588.63	\$ 162,000.00	\$ 805,522.49

Demolition Fund						
	FY 18 Budget	FY 18 Actual	FY 17 Budget	FY 17 Actual	FY 16 Budget	FY 16 Actual
Revenues	\$ 76,060.00		\$ 18,000.00	\$ 9,953.70	\$ 5,060.00	\$ 14,945.43
Reserves		\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 76,060.00	\$ -	\$ 18,000.00	\$ 9,953.70	\$ 5,060.00	\$ 14,945.43
Expenses	\$ 73,000.00		\$ 18,000.00	\$ 20,446.13	\$ 48,000.00	\$ 14,945.43
Trans to (from) Reser	\$ 3,060.00		\$ -	\$ (10,492.43)	\$ (42,940.00)	\$ -
Total Expenses	\$ 76,060.00	\$ -	\$ 18,000.00	\$ 9,953.70	\$ 5,060.00	\$ 14,945.43

Broadband Fund						
	FY 18 Budget	FY 18 Actual	FY 17 Budget	FY 17 Actual	FY 16 Budget	FY 16 Actual
Revenues	\$ 4,137,299.00		\$ 33,194.50	\$ -	\$ 32,068.80	\$ 31,738.54
Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 4,137,299.00	\$ -	\$ 33,194.50	\$ -	\$ 32,068.80	\$ 31,738.54
Expenses w/Capital	\$ 3,972,382.00	\$ -	\$ 53,357.00	\$ -	\$ 93,357.20	\$ 77,541.88
Trans to(from) Reserves	\$ 164,917.00	\$ -	\$ (20,162.50)	\$ -	\$ (61,288.40)	\$ (45,803.34)
Total Expenses	\$ 4,137,299.00	\$ -	\$ 33,194.50	\$ -	\$ 32,068.80	\$ 31,738.54

Electric Department

Note: Revenues are total billed in budget, not actual received.

	FY 18	FY 18 Actual	FY 17	FY 17 Actual	FY 16	FY 16 Actual
Revenues	\$ 9,265,024.00	\$ -	\$ 9,477,135.96	\$ 8,587,887.43	\$ 9,773,416.91	\$ 9,764,811.23
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 9,265,024.00	\$ -	\$ 9,477,135.96	\$ 8,587,887.43	\$ 9,773,416.91	\$ 9,764,811.23
Expenses	\$ 9,177,232.00	\$ -	\$ 8,816,520.00	\$ 8,073,493.73	\$ 8,970,271.89	\$ 8,649,075.41
Capital Projects	\$ 712,674.00	\$ -	\$ 821,445.00	\$ 1,199,536.47	\$ 802,446.00	\$ 1,033,839.39
Total Expenses	\$ 9,889,906.00	\$ -	\$ 9,637,965.00	\$ 9,273,030.20	\$ 9,772,717.89	\$ 9,682,914.80
Transfer to Reserves	\$ (624,882.00)	\$ -	\$ (160,829.04)	\$ (685,142.77)	\$ 699.02	\$ 81,896.43

Note: Below is the amount of credit received from operation of the Hydro Plant, that users did not have to pay for electricity due to Hydro output

	FY 18	FY 18 Actual	FY 17	FY 17 Actual	FY 16	FY 16 Actual
Hydro Gen Credit	\$ -	\$ -	\$ -	\$ 825,172.41	\$ 290,000.00	\$ 493,269.68

Garbage Department

Note: Revenues are total billed in budget, not actual received, actual numbers are shown on previous budget years

	FY 18 Budget	FY 18 Actual	FY 17 Budget	FY 17 Actual	FY 16 Budget	FY 16 Actual
Revenues	\$ 605,710.00	\$ -	\$ 604,710.00	\$ 502,025.07	\$ 603,960.00	\$ 602,329.92
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 605,710.00	\$ -	\$ 604,710.00	\$ 502,025.07	\$ 603,960.00	\$ 602,329.92
Expenses	\$ 547,106.00	\$ -	\$ 514,739.00	\$ 451,667.13	\$ 501,229.00	\$ 496,574.76
Transfer to Reserve	\$ 58,604.00	\$ -	\$ 89,971.00	\$ 50,357.94	\$ 102,731.00	\$ 105,755.16
Total Expense	\$ 605,710.00	\$ -	\$ 604,710.00	\$ 502,025.07	\$ 603,960.00	\$ 602,329.92

GIS/IT Technician

GIS/IT technician position that will be funded from departments as needed.

	FY 18 Budget	FY 18 Actual	FY 17 Budget	FY 17 Actual	FY 16 Budget	FY 16 Actual
Total Income	\$ 36,468.00	\$ -	\$ 108,943.00	\$ 90,800.00	\$ 90,995.00	\$ 91,020.00

Utility Office

Note: Any unencumbered money in this fund is returned to the funding utility funds, hence they have no carryover.

	FY 18 Budget	FY 18 Actual	FY 17 Budget	FY 17 Actual	FY 16 Budget	FY 16 Actual
Revenues	\$ 463,251.00	\$ -	\$ 479,496.00	\$ 400,734.00	\$ 435,043.58	\$ 434,657.00
Expenditures	\$ 463,251.00	\$ -	\$ 479,496.00	\$ 383,328.43	\$ 435,043.58	\$ 392,912.45
Unexpended Funds	\$ -	\$ -	\$ -	\$ 17,405.57	\$ -	\$ 41,744.55

Water Department

Note: Revenues are total billed in budget, not actual received

	FY 18 Budget	FY 18 Budget	FY 17 Budget	FY 17 Budget	FY 16 Budget	FY 16 Budget
O&M revenues	\$ 1,234,837.00	\$ -	\$ 1,196,113.67	\$ 999,786.38	\$ 1,163,511.63	\$ 1,332,815.82
Transfer from Reserves						
Total O&M Income	\$ 1,234,837.00	\$ -	\$ 1,196,113.67	\$ 999,786.38	\$ 1,163,511.63	\$ 1,332,815.82
O& M Expenses	\$ 1,218,404.00	\$ -	\$ 1,173,347.51	\$ 960,538.35	\$ 1,133,419.13	\$ 1,326,577.38
Transfer to Reserves	\$ 16,433.00	\$ -	\$ 22,766.16	\$ 39,248.03	\$ 30,092.50	\$ 6,238.44
Total O&M Expenses	\$ 1,234,837.00	\$ -	\$ 1,196,113.67	\$ 999,786.38	\$ 1,163,511.63	\$ 1,332,815.82
Capital Imp. Income	\$ 131,533.00	\$ -	\$ 130,965.36	\$ 109,641.30	\$ 130,204.80	\$ 131,115.88
Transfer from reserve	\$ -	\$ -	\$ -	\$ -	\$ 90,295.20	\$ -
Total Capital Income	\$ 131,533.00	\$ -	\$ 130,965.36	\$ 109,641.30	\$ 220,500.00	\$ 131,115.88
Total Cap Expense	\$ 367,635.00	\$ -	\$ 901,521.00	\$ 83,462.50	\$ 220,500.00	\$ 95,506.52
Transfer to reserve	\$ (236,102.00)	\$ -	\$ (770,555.64)	\$ 26,178.80	\$ -	\$ 35,609.36
Total Capital Expenses	\$ 131,533.00	\$ -	\$ 130,965.36	\$ 109,641.30	\$ 220,500.00	\$ 131,115.88
Debt Service Income	\$ 265,839.00	\$ -	\$ 264,450.25	\$ 221,596.12	\$ 263,122.20	\$ 264,792.28
To/(from) Reserves						
Total Debt Service Inc.	\$ 265,839.00	\$ -	\$ 264,450.25	\$ 221,596.12	\$ 263,122.20	\$ 264,792.28
Debt Service Expenses	\$ 167,400.00	\$ -	\$ 176,497.49	\$ 122,498.68	\$ 231,865.52	\$ 154,183.68
Transfer to Reserves	\$ 98,439.00	\$ -	\$ 87,952.76	\$ 99,097.44	\$ 31,256.68	\$ 110,608.60

Total Debt Service Exp	\$ 265,839.00	\$ -	\$ 264,450.25	\$ 221,596.12	\$ 263,122.20	\$ 264,792.28
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Total of All funds combined

Note: Utility Office & GIS/IT is not part of this total as this as costs are already calculated into the various utility fund expenses and General Fund.

	FY 18 Budget	FY 18 Actual	FY 17 Budget	FY 17 Actual	FY 16 Budget	FY 16 Actual
Total Revenues	\$ 26,615,222.00		\$ 25,692,958.37	\$ 23,044,107.54	\$ 22,387,733.73	\$ 25,477,030.39
Total Expenditures	\$ 26,615,189.00		\$ 25,667,286.79	\$ 22,881,148.42	\$ 22,381,890.08	\$ 25,453,851.07
Surplus/(Deficit) Budget	\$ 33.00	\$ -	\$ 25,671.58	\$ 162,959.12	\$ 5,843.65	\$ 23,179.32

Municipal Insurance Cooperative Agency

City of Rock Falls

Member Premium

Billed/Paid 2016-2017	Actual Cost 2016-2017	As is Renewal with \$1,000 Deductible 2017-2018	Recommended Renewal with \$5,000 Deductible 2017-2018
\$447,151	\$476,229	\$493,241	\$474,710

Exposures

	2016-2017	2016-2017	% Change
Property Values	\$82,262,872	\$83,582,694	2%
Payrolls	\$5,394,360	\$4,878,110	-10%
Employees	86	88	2%
Revenue	\$21,264,940	\$21,779,017	2%
Vehicles	76	75	-1%
Population	9,266	9,266	0%

2017-2018 Loss History

2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
\$223,117	\$175,130	\$318,280	\$107,780	\$305,211

↑
Removed from Allocation

↑
Added to Allocation

2016-2017 Loss History

2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
\$17,620	\$214,807	\$169,406	\$309,818	\$139,455

↑
Removed from Allocation

↑
Added to Allocation

IPBC Final Renewal Scorecard
7/1/2017 through 6/30/2018
With HMO Banding Formula at +/- 2.5% of pool average

	PPO			HMO			Dental
	Team Average			Team Average			
	Option 1 25% Medical, 75% Cata	Option 2 25% Medical, 75% Cata	Option 3 25% Medical, 75% Cata	Option 1 50% Medical, 50% Cata	Option 2 50% Medical, 50% Cata	Option 3 50% Medical, 50% Cata	
Bannock	13.4%	15.2%	16.9%	2.7%	3.7%	4.7%	NA
Bloomington	-6.6%	-4.8%	-3.1%	2.7%	3.7%	4.7%	-1.1%
Bristol Cove	-1.0%	0.8%	2.5%	0.2%	1.2%	2.2%	10.4%
Carol Stream	NA	NA	NA	2.7%	3.7%	4.7%	4.1%
Channahon	4.2%	6.0%	7.8%	0.2%	1.2%	2.2%	NA
Channahon Hill	NA	NA	NA	4.7%	5.7%	6.7%	8.4%
Comstock	NA	NA	NA	5.2%	6.2%	7.2%	16.5%
Cross Lake	9.8%	11.7%	13.6%	0.2%	1.2%	2.2%	7.9%
Deerfield	-1.4%	0.3%	2.0%	1.2%	2.2%	3.2%	NA
DeKalb	5.3%	7.2%	9.0%	2.7%	3.7%	4.7%	10.6%
Deer Run	0.8%	2.6%	4.4%	2.7%	3.7%	4.7%	3.4%
Deer Run Estates	-4.3%	-2.7%	-1.1%	0.2%	1.2%	2.2%	8.3%
Elk Grove Village	2.2%	3.9%	5.7%	2.7%	3.7%	4.7%	NA
EPIC Plus	13.4%	15.2%	16.9%	NA	NA	NA	NA
Evanson	-1.4%	0.3%	2.0%	5.2%	6.2%	7.2%	NA
BMB Plus	10.9%	12.7%	14.5%	5.2%	6.2%	7.2%	-3.5%
Franklin Park	-4.4%	-2.8%	-1.2%	5.2%	6.2%	7.2%	NA
Glenview	6.0%	7.8%	9.6%	3.7%	4.7%	5.7%	10.9%
Harwood Park	1.3%	3.0%	4.7%	1.7%	2.7%	3.7%	-0.8%
Hugh Lake Park	6.1%	7.9%	9.7%	1.7%	2.7%	3.7%	10.3%
McHenry Park	5.7%	7.5%	9.3%	5.2%	6.2%	7.2%	15.2%
HomeView	6.0%	7.8%	9.7%	2.2%	3.2%	4.2%	NA
Kane Grove	5.2%	7.0%	8.8%	2.5%	3.5%	4.5%	NA
JAWA	NA	NA	NA	5.2%	6.2%	7.2%	-3.5%
Libertyville	9.4%	11.3%	13.1%	1.7%	2.7%	3.7%	-1.6%
Lombard	6.1%	7.9%	9.7%	0.2%	1.2%	2.2%	NA
Northbrook	7.0%	8.8%	10.6%	0.2%	1.2%	2.2%	NA
Northbrook	2.7%	4.4%	6.2%	5.2%	6.2%	7.2%	NA
Northbrook	-0.6%	1.1%	2.8%	1.2%	2.2%	3.2%	2.2%
Northbrook and Northbrook Park	-1.8%	0.0%	1.7%	5.2%	6.2%	7.2%	9.0%
Oliver Park	13.4%	15.2%	16.9%	5.3%	6.3%	7.3%	4.9%
Palmer Park	11.1%	12.9%	14.7%	2.7%	3.7%	4.7%	NA
OCHL	2.5%	4.2%	5.9%	NA	NA	NA	NA
Rising Meadows	-5.1%	-3.5%	-1.8%	2.7%	3.7%	4.7%	-3.5%
SDP Group	NA	NA	NA	4.7%	5.7%	6.7%	NA
Shiloh Park	9.7%	11.6%	13.5%	0.2%	1.2%	2.2%	NA
Shiloh	10.9%	12.8%	14.6%	4.7%	5.7%	6.7%	13.6%
Shiloh Park	12.8%	14.7%	16.7%	3.7%	4.7%	5.7%	14.7%
Southview	5.3%	7.0%	8.8%	0.2%	1.2%	2.2%	8.8%
West	NA	NA	NA	5.2%	6.2%	7.2%	NA
West Chicago	-3.3%	-1.6%	0.2%	4.7%	5.7%	6.7%	6.2%
Westmont	1.4%	3.2%	5.0%	5.2%	6.2%	7.2%	13.6%
Westmont	0.9%	2.7%	4.4%	2.7%	3.7%	4.7%	NA
Westmont	4.2%	6.0%	7.8%	5.2%	6.2%	7.2%	NA
Westmont	7.6%	9.3%	11.1%	1.2%	2.2%	3.2%	3.3%
IPBC Average	3.4%	5.2%	6.9%	2.5%	3.7%	4.7%	6.5%

Rock Falls
Pool

Sincerely,

Jon Downs

Jon Downs
General Manager, Restoration Milwaukee Operations

BID TAB SHEET

CITY OF ROCK FALLS
2017 Chevy Colorado and trade in

Bid Opening March 31st, 2017
1:00 p.m.

Company	Address	Phone	Price 2017 Colorado	Trade Amount 2006 Ford Ranger	Total	Delivery time
Vaessen Brothers Chevrolet	505 N. Penn Sublette, IL. 61367	815-849-5232	\$29697.52	\$4700.00	\$24,997.52	60 days
Ken Nelson Auto	1100 N. Galena Ave. Dixon IL. 61021	815-285-5322	\$28443.00	\$5500.00	\$22,943.00	7-10 weeks
Kune's Country Auto Group	627 East Lincolnway Morrison, IL 61270	815-772-2171	\$27100.00	\$6000.00	\$21,100.00	10-12 weeks
Sterling Chevrolet	1802 17 th Avenue Sterling, IL 61081	815-625-2700	\$29915.00	\$8400.00	\$21,515.00	1 week

KATIE WILLIAMS

708 E. 6th Street, Sterling, IL

815-218-6406

kawill2014@gmail.com

OBJECTIVE

An internship in economics research or related work using organizational, analytical, and communication skills

EDUCATION

Bachelor of Arts in Economics, May 2018

Minor: Sociology

Northern Illinois University, DeKalb, IL

Associate of Arts in Economics, May 2016

Sauk Valley Community College, Dixon, IL: GPA: 3.94/4.0

WORK EXPERIENCE

Student Worker, Office of the Dean, NIU College of Law, DeKalb, IL, August 2016-present

- Attentively organize and help to maintain files on current and past employees
- Cordially greet and answer questions of students, staff, and faculty
- Promptly deliver mail and other correspondence to various departments
- Independently perform routine clerical duties
- Created an index to help identify boxes of hundreds of important and outdated records

Student Worker, TRIO Student Support Services, Sauk Valley Community College, July 2014-May 2016

- Precisely organized files
- Independently ensured continued operations of the front desk
- Accurately created student files to comply with U.S. Department of Education regulations
- Greeted students, parents, and staff on the phone, answered questions, and directed them to appropriate office
- Concisely entered data into spreadsheets to help the department make data-driven decisions
- Assisted with setup for new student orientations and discussed the student experience with incoming freshmen

LEADERSHIP AND INVOLVEMENT

Honors Student Association, Northern Illinois University, 2016-present

Economics Student Association, Northern Illinois University 2016-present

NIU LEAD Summit, Northern Illinois University, 2016

Student Government Association, Sauk Valley Community College, 2015-2016

Biannual Leadership Conferences, Sauk Valley Community College, 2014-2016

Sauk Scholars Award Program, Sauk Valley Community College, 2014-2016

TRIO Student Support Services, Sauk Valley Community College, 2014-2016

COMPUTER SKILLS

Familiar with both Apple and PC computers. Familiar with Microsoft Office (Outlook, Word, PowerPoint, Excel, Access, and Publisher), Who's Next, Blackboard, Moodle, Skyward, and Google Drive apps. Used Windows 98- Windows 10. Proficient typist. Firm understanding of computer operations.

Run Bike & Walk District

EVENTS FOR APPROVAL

ROCK FALLS TOURISM COMMITTEE

A Special Events Permit Application is required by any group wishing to use any city property or public right-of-way unless these areas are governed by another permit or application process.



Run Bike & Walk District

EVENTS FOR APPROVAL

Summer Splash

The Rock Falls Tourism Committee unanimously approved and endorses Summer Splash to be held at the Riverfront Patio on Friday June 23rd, 2017 from 9:00 AM – 9:00 PM and on Saturday June 24th, 2017 from 9:00 AM – 10:00 PM.

Summer Splash is free family friendly festival held on the Rock Falls Riverfront. Scenic views of the Rock Rive provide a backdrop for the event.

The Rock Falls Tourism Committee is seeking approval from the Rock Falls City Council to allow the Rock Falls Chamber to hold their well-received event, Summer Splash in 2017. Rock Falls Tourism also requests that the \$150.00 application fee be waived.

Rock Falls Riverfront



Thank you for your interest in hosting an event along the beautiful Rock Falls riverfront! From fishing tournaments and fireworks to National Tours stops, there is always a family friendly event to experience. Rock Falls has been host to many wonderful events and Rock Falls Tourism would be more than happy to discuss your future event at the riverfront.



Run Bike & Walk District

EVENTS FOR APPROVAL

Spring Fest

The Rock Falls Tourism Committee unanimously approved and endorses Spring Fest Carnival to be held at the Riverfront Patio and Parking lot on:

- **Thursday May 18th, 2017**
 - 5:00 PM – 9:00 PM (armbands)
- **Friday May 19th, 2017**
 - 5:00 PM – 9:00 PM (armbands)
 - 9:00 PM - 11:00 PM (regular tickets)
- **Saturday May 20th**
 - 12:00 PM – 5:00 PM (1st set of armbands)
 - 5:00 PM – 9:00 PM (2nd set of armbands)
 - 9:00 PM – 11:00 PM (regular tickets)
- **Sunday May 21st**
 - 12:00 PM – 5:00 PM (armbands)

Located across from the Holiday Inn Express & Suites, this family friendly carnival hits all the marks of small town nostalgia. Ride the Zipper, buy yourself an elephant ear or let the kiddo's pick out a swimming ducky for a prize with our National Waterway, the Rock River as the background for Spring Fest Carnival.

The Rock Falls Tourism Committee is seeking approval from the Rock Falls City Council to allow St. Andrew's School, Rock Falls, IL to hold their well-received event, Spring Fest in 2017.

Rock Falls Riverfront



Thank you for your interest in hosting an event along the beautiful Rock Falls riverfront! From fishing tournaments and fireworks to National Tours stops, there is always a family friendly event to experience. Rock Falls has been host to many wonderful events and Rock Falls Tourism would be more than happy to discuss your future event at the riverfront.

