

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 18th, 2017 6:30 p.m.

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

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.

Ordinance Second Reading / Adoption

1. Adoption of **Ordinance 2017-2303** Authorizing Lease of Real Estate for Cellular Tower.
2. Adoption of **Ordinance 2017-2304** Supplemental Appropriation Ordinance.
3. Adoption of **Ordinance 2017-2305** vacating a portion of alley south of Ada Street.
4. Adoption of **Ordinance 2017-2306** adding Article VI to Chapter 20 - Open Burning
5. Adoption of **Ordinance 2017-2307** amending Section 32-510 - Burning
6. Adoption of **Ordinance 2017-2308** amending Article XI of Chapter 6 - Private Outdoor Pools.
7. Adoption of **Ordinance 2017-2311** amending Section 34-283 and 34-284 Uses for B-1 Zoning.
8. Adoption of **Ordinance 2017-2312** amending Section 16 390-1 Special use permit.

City Administrator Robbin D. Blackert:

1. Adoption of the FY18 budget.
2. Approve the execution of the lease agreement with Altec Capital for a 2016 TA50M bucket truck with 4 annual payments of \$49,375.00

Information/Correspondence:

Eric Arduini, City Clerk

James Reese, City Attorney

Brian Frickenstein, City Engineer

1. Approval of the Engineering Services agreement for the Galt Avenue road project. Design phase engineering not to exceed \$15,000, and construction engineering not to exceed \$14,000.

Department Heads:

Water Reclamation- Ed Cox

Electric- Dick Simon

Police Chief- Chief Tammy Nelson

Fire Chief- Chief Gary Cook

Building Inspector- Mark Searing

1. Approval of the recommendation from the Building Code Committee to accept the lawn maintenance bid from Burger Brothers Trucking and Excavating. P.O. Box 107 Rock Falls, Illinois

Water – Ted Padilla

1. Approval of the sole source provider for Metro-Cloud SCADA System and control panels with Metropolitan Pump Company 37 Forestwood Dr. Romeoville, IL 60446-1343 in the amount of \$49,035.00.

2. Approval of the purchase of commercial water meters from Ferguson Waterworks 1720 State Street Dekalb, Illinois

Street - Larry Spinka

Utility Office - Diane Hatfield

Tourism – Janell Loos

1. Approval of the Façade Improvement Grant Application with revisions to the map.

Committee Reports

1. Public Works – Approval of the 2017 road maintenance program.

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:

1. Approval of **Resolution 2017 - 759** Approving grant of license to use real estate - Sesquicentennial Headquarters 110 West 2nd Street.

Executive Session:

1. Personnel Section 2(c)(1) - Department Head Contracts
2. Collective Bargaining Section 2(c) 2 - Review of the Collective Bargaining Agreement with the FOP Lodge 215.

Any action taken from Executive Session:

1. Approval of employment contracts and wages of non-union employees.
2. Adoption of **Ordinance 2017-2313** Authorizing execution of a Collective Bargaining Agreement 2017-2020 with the FOP Lodge 215.

Adjournment:

Next City Council Meeting 5-02-2017

Posted 4-13-2017

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.

REGULAR MEETING MINUTES OF THE MAYOR AND
ALDERMEN OF THE CITY OF ROCK FALLS
April 4, 2017

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. April 4, 2017 in the Council Chambers of Rock Falls by Mayor William B. Wescott.

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

A public hearing was held at 6:30 p.m. to hear public comments concerning the proposed annexation agreement for property located at 222 Martin Road, Rock Falls IL. Hearing no comments the public hearing was closed.

Recognition:

Fire Chief Gary Cook introduced new Fire Fighter Mark T. McPhillips, he was pinned by his brother Fire Fighter Brian McPhillips.

Audience Requests:

Michael Rizzo, a citizen from Whiteside County addressed the City Council on his concerns about the Intergovernmental Agreement between the City of Rock Falls, City of Sterling and Whiteside County. Mr. Rizzo presented a written copy of his concerns which have been attached and made part of these minutes.

Consent Agenda:

1. Approve the Minutes of the March 21, 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

A motion was made by Alderman Snow and second by Alderman Schuneman to approve the consent agenda as presented.

Vote 7 aye, motion carried.

Ordinance First Reading:

A motion was made by Alderman Reitzel and second by Alderman Snow to approve the first reading of the following Ordinances:

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
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 Section 34-284 Uses for B-1 Zoning.

Viva Voce Vote, 7 aye, motion carried.

A motion was made by Alderman Snow and second by Alderman Reitzel to approve the first reading of the following Ordinances:

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

Alderman Schuneman stated that he had a problem with the two Ordinances not being taken back to the Ordinance Committee for review. It seems that there is no compromise with burning, it is either a complete ban or nothing. The City by Ordinance allows burning of prairie grasses but yet we will not allow the residents to burn yard waste and we have not given them any way to get rid of their yard waste.

Alderman Reitzel reminded the Council that the City's contract with our waste hauler already has provisions to pick up yard waste, all you have to do is put it in paper bags or into a container with an "X" on it and put it out to the curb.

Alderman Snow stated that the City already has ordinances in place and other things in place for the residents to dispose of their yard waste.

Alderman Kuhlemier stated that he has mulched or bagged his yard waste for years, these ordinances will only add another layer of government.

Upon roll call Alderman Reitzel, Logan, Snow and Kleckler voted aye, Alderman Kuhlemier, Schuneman and Folsom voted nay. Mayor Wescott voted aye.

Vote 5 aye, 3 nay. Motion Carried.

A motion was made by Alderman Schuneman and second by Alderman Logan to approve Ordinance 2017-2312 Amending Section 16, 390-1 Special Use Permit. Alderman Snow recused himself from the vote.

Viva Voce Vote, 6 aye, Motion Carried.

Ordinance Second Reading/Adoption:

A motion was made by Alderman Kuhlemier and second by Alderman Logan to approve the 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.

City Administrator Robbin Blackert addressed the City Council and state that the ordinance providing for the issuance of bonds to finance the broadband system being considered now is in the same form as the ordinance reviewed by the City Council at its meeting on March 21, 2017. As you recall, the ordinance delegates the authority of the City Council to issue the Bonds to certain designated officials (the Mayor, City Clerk, City Treasurer and the City Administrator) as long as the final sale terms are within certain parameters (as to par amount, interest rate, tax levy, etc.) expressly set forth in the ordinance. These parameters are primarily established in Sections 4 and 12 of the ordinance. The City determined that, in order to pay the costs of the first phase of the project, the City's best interest is served by adjusting certain of these parameters slightly from the version of the ordinance that was presented at the March 21, 2017 City Council meeting. Specifically, the parameters adjusted in this version of the ordinance are as follows: (i) the maximum total principal amount of the issue would increase from \$5,050,000 to \$5,300,000, (ii) the maximum principal amount due in any single year would increase from \$470,000 to \$485,000 and the maximum tax levy (which the City would expect to abate) in each year would increase from \$485,000 to \$505,000.

Vote 6 aye, 1 nay (Alderman Kleckler), Motion Carried.

A motion was made by Alderman Reitzel and second by Alderman Logan to approve the 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.

Vote 7 aye, Motion Carried.

A motion was made by Alderman Schuneman and second by Alderman Snow to adopt Ordinance 2017-2309 authorizing the signing of an annexation agreement with Gregg Fritsch and Randy Fritsch for the property at 222 Martin Road, Rock Falls IL.

Administrator Blackert stated that the original Annexation Agreement had been modified by changing section 7 paragraph a to read after passage of the Annexation Ordinance, the Owner shall connect and the City shall permit connection, of the Tract to the public potable water supply system of the City when supply mains are installed in a public right of way adjacent to the Tract. Owner shall be responsible for payment to City of the amount calculated under the rate ordinance of the City for any water supplied as measured by the meter installed on the Tract.

Vote 7 aye, Motion Carried.

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to adopt Ordinance 2017-2310 approving the annexation of the property located at 222 Martin Road, Rock Falls IL.

Vote 7 aye, Motion Carried.

City Administrator Robbin Blackert:

Administrator Blackert informed the City Council that Mayor Wescott and herself have been in contact with the Illinois EPA over the last few weeks regarding the Revolving Loan Fund for the demolition of the Limestone Building. In order for us to proceed there will be a notice in the newspaper running from April 6, 2017 through April 13, 2017 stating that the City of Rock Falls is going to implement the asbestos mitigation and building demolition project at the Limestone Building. The project will be supported by the Illinois EPA Revolving Loan Fund. Environmental reports including draft work plan and community relation plan will be available for public review and comment at City Hall. There will be a Public Hearing held on this issue at the May 16, 2017 Council Meeting.

A motion was made by Alderman Kuhlemier and second by Alderman Logan to approve the first reading of the Fiscal Year 2018 Budget.

Vote, 7 aye, Motion Carried.

Information/Correspondence:

A motion was made by Alderman Logan and second by Alderman Kuhlemier to approve the recommendation from the Finance/Insurance Committee for liability and worker's compensation insurance premium 2017-2018 to the Municipal Insurance Cooperative Agency (MICA) in the amount of \$474,710.00.

Vote, 7 aye, Motion Carried.

A motion was made by Alderman Kuhlemier and second by Alderman Logan to approve the recommendation from the Finance/Insurance Committee for 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.

Vote, 7 aye, Motion Carried.

Department Heads:

A motion was made by Alderman Schuneman and second by Alderman Logan to waive the formal bidding procedures and approve the estimate for additional crack repair at the hydro plant by Tarlton Concrete Restoration, 5500 West Park Avenue, St. Louis MO, not to exceed \$27,000.00.

Vote, 7 aye, Motion Carried.

A motion was made by Alderman Logan and second by Alderman Snow to approve the bid from Sterling Chevrolet, 1802 17th Avenue, Sterling IL for a 2017 Chevrolet Colorado for the Electric Department. Bid includes the purchase price of \$29,915.00 with a trade in of the 2006 Ford Ranger in the amount of \$8,400.00, total bid price of \$21,515.00.

Vote, 7 aye, Motion Carried.

Water Superintendent Ted Padilla presented the City Council with the Source Water Protection award received from the Illinois Section American Water Works Association for the City of Rock Falls' education program. Mr. Padilla thanked the Electric Department for their participation in the program every year and thanked the City Council for allowing them to have the program.

A motion was made by Alderman Snow and second by Alderman Logan to approve Tourism Director Janell Loos to hire Kate Williams as an intern in the Tourism Department. This will be a non-paid position.

Vote, 7 aye, Motion Carried.

A motion was made by Alderman Logan and second by Alderman Folsom to approve the recommendation from the Tourism Committee to allow Summer Splash Friday June 23, 2017 and Saturday June 24, 2017 and Spring Fest May 18, 2017 through Sunday May 21, 2017 to be held at the Riverfront Patio.

Vote, 7 aye, Motion Carried.

Ward Reports:

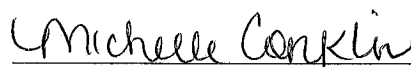
Alderman Snow informed the City Council that he had just participated in the Hearts of Gold Fundraiser which helps to raise money for kids with special needs. Mr. Snow wanted to thank everyone involved.

Mayor's Report:

Mayor Wescott informed the City Council that there is a meeting with Gensini Excavating this week and that they are hoping to start work on the Riverfront on April 17, 2017 with a tentative completion date the 3rd week in May.

A motion was made by Alderman Folsom and second by Alderman Reitzel to adjourn the meeting at 7:34 p.m.

Viva Voce Vote, 7 aye, Motion Carried.



Michelle Conklin, Deputy City Clerk

April 4, 2017

TO: Rock Falls Mayor William B. Wescott & City Council
603 W. 10th St.
Rock Falls, Illinois

RE: ETSB (Emergency Telephone Systems Board)/ 911 Dispatch

SUBJECT: 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)

On March 21, 2017, I attended the regular meeting of the Whiteside county board in Morrison, Illinois. I addressed the board during the public comment and recommended that the IGA incorporate procedures to record and retain police dispatch calls, both emergency and non-emergency, for ninety days, as well as procedures to automatically time stamp police calls in order to audit them for response time, with this information being reported to the appropriate committee for oversight, as is done with ambulance calls.

I also provided a document to County Clerk Dana Nelson for inclusion in the record, in the form of a five page letter to Governor Bruce Rauner, addressing some of the public safety issues having to do with the 911 consolidation in Whiteside county.

Later when vice chairman Glenn Truesdell called for a vote on the IGA, board member James Arduini brought up the point about police dispatch, at which time Truesdell gave the floor to county administrator Joel Horn. Joel made comments to the effect of, "We have to get this done," and "those are operational details that can be handled by the oversight committee later." These comments seemed to me to reflect a fairly casual outlook regarding public safety dispatch in Whiteside county.

The revised IGA which I picked up from Joel before the meeting was not seen by the board prior to the meeting on March 21. From talking with Joel on Friday, March 17, it was my understanding that the lawyers from Rock

Falls, Sterling, and assistant State's Attorney Thomas Senneff, representing the county, were compiling the draft IGA over the weekend before the board meeting. As a taxpayer in the county, I left phone messages for ASA Senneff to discuss the IGA on Friday, March 17, and Monday, March 20, but did not receive a call back.

After the vote passing the IGA, vice chairman Truesdell made a comment to the effect of, "It's good to see three public bodies being able to work together on something like this agreement."

I did not hear any comments from Truesdell or anyone else regarding the suitability of the IGA to increase public safety or police accountability to the taxpayers, citizens, landowners, or members of the public in Whiteside county.

The Whiteside county board has twenty-seven members. Prior to the board meeting, I spoke to many of them by phone regarding the IGA. Although some seemed to understand the issues, several made almost identical comments to me such as, "You don't live around here. You don't understand how things work around here. You don't live out here." Etc.

These types of ignorant comments summarize everything that is wrong with government in Whiteside county. Counting my ancestors reposing in the various cemeteries, and adding them together with my living relatives, I would be very surprised if I did not have more relatives in Whiteside county than anyone else in the county, including any member of the county board, should they wish to compare genealogical charts.

Clearly there is a large minority of the board that feel threatened by any sort of inquiry into public policy. My relative Phil Renkes was on the county board for eighteen years, and was chairman at one point. His father Vernon Renkes was county treasurer. There is no question that a certain element of Whiteside county board members feel that some citizens are below the protection of the laws, as evidenced by their undisguised bias.

The copy of the IGA which Joel Horn provided to me before the meeting has revisions in red, so I don't know if it reflects the version that Rock Falls

will be voting on tonight. One area of concern is the composition of the Oversight Committee in Section 3, as follows, with my comments in parentheses:

(c) A City official or employee appointed by the Mayor of Sterling (no longer an "individual" from Sterling, which could represent the interests of the public at large, no confirmation by the city council)

(d) A City official or employee appointed by the Mayor of Rock Falls (no longer an "individual" from Rock Falls, which could represent the interests of the public at large, no confirmation by the city council)

(h)(i) A County official or employee appointed by the Chairman of the Whiteside County Board ("An individual" again struck out, no representation for the public at large)

The above changes for the worse clearly show intent to steal accountability away from taxpayers in an undemocratic manner, as discussed in part within my six-page statement to the Sterling City Council on March 6, 2017.

In Section 5, there is lacking any sort of statement of intent to track and measure response time for police dispatch calls within the county. This could be provided very simply by including general language to the effect of:

"The Oversight Committee shall implement policies and procedures necessary to track and measure response times for police emergency and non-emergency dispatch, and shall report such data to the appropriate committee of the county board to ensure accountability for public safety."

Anyone who tells you that this sort of statement of intent cannot be placed in the IGA is a liar. The failure to include such language in the IGA clearly shows the intent of the police element and their apologists within the county to continue to remain unaccountable to the public.

In speaking to several county board members, I was told sad stories of how hard the job of deputy is in Whiteside county, and how I really should not

expect too much from them when it comes to responding to calls and solving crimes, because they are so overworked. This seems somewhat deceptive, since police work is no longer listed in the top ten most dangerous occupations in America, according to U.S. Labor Department statistics.

Police work is now less dangerous than fisherman, lumberjack, and farmer. Along those lines, when my cousin was suddenly killed in a farming accident, there was no memorial from the county board as far as I know, although the board saw fit to recognize several athletes at the March meeting in question. Apparently we landowners occupy the modern position of serfs in Whiteside county, and exist merely to pay taxes to our betters without question.

Since the deputies are so overworked, and the Sheriff's Office has not been able to identify any suspects or solve any of the eight or more criminal complaints concerning our property since 2012, I find it hard to understand how Sheriff Wilhelmi was able to spare the manpower to appear personally at our property on September 21, 2016.

Although there was a forcible entry where a lock was cut, apparently my mother was not given a receipt for the lock taken by deputies Jed Renkes and Robert Luyando, in order to preserve the chain of evidence for prosecution. Apparently no photograph was taken of tire tracks leading into the property. Despite the presence of the Sheriff and two deputies, apparently no attempt was made to interview my neighbors whose house is located directly across the road from the crime scene, in order to ascertain if they heard or saw any commotion from the forced entry. Apparently the neighboring property owners whose house is located within visual proximity to the crime scene were also not interviewed.

On July 12, 2016, the Sheriff was apparently able to spare the manpower for chief deputy Andy Henson to be present at the Union Grove township meeting, where he searched my mother's purse and waved her down with a metal detector. Township clerk David Mickley was not searched when he entered the building, although local citizen Erwin Stralow was searched.

Henson then felt it was necessary to shift his position when I spoke to the board, and sit directly behind the back of my head like John Wilkes Booth.

It appears that the purpose of the Whiteside Sheriff's Office is not to identify or apprehend criminals, but to act as a sort of armed element within government to intimidate citizens and discourage them from exercising their Constitutional rights. From my conversations with several county board members, it seems that this misuse of public resources to subvert the democratic process and the rule of law is not only tolerated but encouraged.

This sort of interlocking conspiracy between elements within and without county government has been seen at other times in American history. During the Reconstruction era after the Civil War, this type of partly submerged and partly visible structure based on fear was referred to as "the invisible empire."

A quick study of the IGA detailing the exact hours of sick time and retirement benefits for the employees of the combined 911 center shows that the whole purpose of the agreement is to preserve and expand government patronage jobs under the control of the Sheriff's Office.

In no way is this agreement designed to promote public safety. County administrator Joel Horn verbalized the unspoken view of the bureaucracy, that police accountability is an unimportant detail.

When I attended the ETSB/911 board meeting on October 20, 2016, the meeting was conducted by Karl Kovaric, not deputy John Booker, although the listing shows Booker as the chairman. Karl conducted the meeting, took attendance, made motions, etc. Like so many other aspects of Whiteside county government, what is presented for public consumption is a lie not borne out by facts or firsthand observation. How could anyone be expected to trust Joel Horn or anyone else to track police dispatch "later" when it's not important to address now?

Based on my interactions and observations with employees, citizens, and board members within Whiteside county, I predict the following:

That if no provisions designed to insure police accountability are added to the IGA now, that no such provisions will be added in the future.

That police criminals within Whiteside county will correctly interpret this failure to act as deliberately encouraging them to commit crimes against citizens with no fear of accountability.

That police criminals will hurt and/or kill citizens, and that dispatch records or other relevant audio or video evidence will be altered or destroyed in order to frustrate criminal or civil process.

That due to the widespread and openly practiced lack of accountability within government in Whiteside county, it will continue to stagnate economically, until such time as the rule of law is restored.

A handwritten signature in black ink that reads "Michael Rizzo". The signature is written in a cursive, flowing style with a large, prominent 'M' and 'R'.

Michael Rizzo

CITY OF ROCK FALLS

Rock Falls, Illinois April 18, 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		\$36.16
Tourism		\$378.18
General Fund		\$25,366.54
Tax Increment Financing		\$0.00
Industrial Development		\$110.00
Electric	Electric O & M	\$379,701.58
Broadband Fund		\$624.41
GIS/IT Fund		\$6,038.00
Sewer	Sewer Revenue/O & M	\$23,657.25
Water	Water Revenue/O & M	\$19,660.49
Garbage		\$33,380.16
Customer Service Center		\$5,086.35
D.U.I. Fund		\$3,245.27
Drug Fund		\$115.29
Tobacco Grant		\$0.00
Safe Passage/Non Evidentiary		\$0.00
Motor Fuel Tax		\$20,534.03
Customer Utility Deposits		\$315.86
		<u>\$518,249.57</u>

Alderman Kuhlemier
Alderman Logan
Alderman Kleckler

DATE: 04/12/2017
TIME: 11:40:58
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/13/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
01	ADMINISTRATION		
4861	CIRCUIT CLERK OF WHITESIDE CO	4,475.00	300.00
5087	ERIC ARDUINI	1,826.72	88.12
621	MUNICIPAL CODE CORPORATION	3,770.17	950.00
	ADMINISTRATION		1,338.12
04	BUILDING		
4995	CLOUDPOINT GEOGRAPHICS INC	64,558.92	212.50
	BUILDING		212.50
05	CITY CLERK'S OFFICE		
795	SBM BUSINESS EQUIPMENT CENTER	8,058.90	80.00
	CITY CLERK'S OFFICE		80.00
06	POLICE		
1052	SAUK VALLEY MEDIA	15,467.17	2,064.73
350	GISI BROS. INC.	8,112.86	123.35
4508	LEXISNEXIS RISK SOLUTIONS	330.00	30.00
533	ELECTRONICS, INC.	10,298.06	318.00
55	ARAMARK UNIFORM SERVICES, INC.	24,530.03	58.66
752	ROCK FALLS AREA DOG CONTROL	4,505.57	528.48
	POLICE		3,123.22
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	9,314.50	953.68
	CODE HEARING DEPARTMENT		953.68
10	STREET		
1224	AIRGAS USA LLC	5,467.31	25.48
1449	QUALITY READY MIX	34,513.86	582.00

DATE: 04/12/2017
 TIME: 11:40:58
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 04/13/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	8,468.53	75.55
4773	QUALITY CHEMICAL CO MIDWEST	23,183.35	886.43
4963	CUSTOM PRODUCTS CORP	4,039.96	438.37
5117	NETWORKFLEET, INC	7,921.10	151.60
5151	LEE JENSEN SALES CO, INC.	36,565.70	100.00
651	NICOR	52,118.47	627.36
	STREET		2,886.79-
12	PUBLIC PROPERTY		
651	NICOR	52,118.47	82.29
	PUBLIC PROPERTY		82.29
13	FIRE		
1493	WILLIAM & MARY COMPUTER CENTER	45,772.23	476.00
4544	UPS	213.09	9.64
	FIRE		485.64
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	15,467.17	435.00
1279	WILCO RENTAL	3,292.41	21.97
1581	RICHARD SIMON	439.70	100.00
4207	O'REILLY AUTOMOTIVE INC	7,700.66	149.40
437	ILLINOIS MUNICIPAL ELECTRIC	4,633,069.52	359,633.99
5040	SIMMERS CRANE DESIGN & SERVICE	31,646.78	395.10
5117	NETWORKFLEET, INC	7,921.10	322.15
533	LECTRONICS, INC.	10,298.06	139.00
651	NICOR	52,118.47	659.99
T0003135	AURELIOS BAKE SHOP		67.00
	OPERATION & MAINTENANCE		361,923.60
BROADBAND FUND			
21	BROADBAND FUND		

DATE: 04/12/2017
 TIME: 11:40:58
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 04/13/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
BROADBAND FUND			
21	BROADBAND FUND		
5018	USIC LOCATING SERVICES LLC	10,875.82	624.41
	BROADBAND FUND		624.41
GIS/IT FUND			
22	GIS/IT FUND		
4995	CLOUDPOINT GEOGRAPHICS INC	64,558.92	4,888.00
	GIS/IT FUND		4,888.00
SEWER FUND			
38	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	45,772.23	496.00
2517	PRAIRIE HILL RDF	9,164.38	482.60
332	FYR-FYTER, INC.	993.00	337.80
4027	WHITESIDE COUNTY RECORDER	3,877.00	15.50
4446	MORING DISPOSAL, INC.	405,290.67	1,050.00
4655	WHEELHOUSE, INC.	11,875.88	73.25
4684	SCHMITT PLUMBING & HEATING INC		374.00
5117	NETWORKFLEET, INC	7,921.10	113.70
533	ELECTRONICS, INC.	10,298.06	69.00
651	NICOR	52,118.47	123.54
	OPERATION & MAINTENANCE		3,135.39
WATER FUND			
40	WATER		
1165	COMPLETE ELECTRICAL CONTR. INC	46,180.20	696.67
194	GRUMMERT'S HARDWARE - R.F.	8,468.53	63.29
	WATER		759.96
48	OPERATION & MAINTENANCE		
1165	COMPLETE ELECTRICAL CONTR. INC	46,180.20	478.50
1449	QUALITY READY MIX	34,513.86	1,157.50
194	GRUMMERT'S HARDWARE - R.F.	8,468.53	0.90

DATE: 04/12/2017
TIME: 11:40:58
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 04/13/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
2212	ALLIANCE MATERIALS, INC.	9,021.24	77.89
2847	PDC LABORATORIES, INC.	3,251.40	141.00
4027	WHITESIDE COUNTY RECORDER	3,877.00	15.50
4544	UPS	213.09	9.35
4995	CLOUDPOINT GEOGRAPHICS INC	64,558.92	99.00
5117	NETWORKFLEET, INC	7,921.10	132.65
5151	LEE JENSEN SALES CO, INC.	36,565.70	593.76
55	ARAMARK UNIFORM SERVICES, INC.	24,530.03	312.68
651	NICOR	52,118.47	251.65
690	PLAINWELL BRASS, INC.	4,131.14	30.68
724	RANDY'S TRUCK REPAIR, INC.	12,951.14	153.21
	OPERATION & MAINTENANCE		3,454.27
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1493	WILLIAM & MARY COMPUTER CENTER	45,772.23	12.50
	CUSTOMER SERVICE CENTER		12.50
DUI FUND			
55	DUI		
4083	DELL MARKETING L.P.	2,120.50	3,037.27
	DUI		3,037.27
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5183	COMPASS MINERALS AMERICA	39,967.49	11,542.01
	MOTOR FUEL TAX		11,542.01
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	370,881.53	44.67
T0004255			91.82



DATE: 04/12/2017
TIME: 11:40:58
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/13/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0004256			85.53
T0004257			93.84
	CUSTOMER UTILITY DEPOSITS		315.86
	TOTAL ALL DEPARTMENTS		398,855.51

INVOICES DUE ON/BEFORE 04/07/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
R F SESQUICENTENNIAL FUND			
04	R F SESQUICENTENNIAL FUND		
176	PETTY CASH	1,223.20	5.16
795	SBM BUSINESS EQUIPMENT CENTER	7,749.93	31.00
	R F SESQUICENTENNIAL FUND		36.16
TOURISM			
05	TOURISM		
176	PETTY CASH	1,223.20	41.35
2796	U.S. CELLULAR	3,592.65	82.94
5128	JANELL LOOS	70.24	42.80
5185	OUTDOOR NEWS		143.00
795	SBM BUSINESS EQUIPMENT CENTER	7,749.93	68.09
	TOURISM		378.18
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	119,847.54	3,630.00
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	116.00
176	PETTY CASH	1,223.20	33.00
4331	CIRCUIT CLERK OF LEE COUNTY	3,835.00	50.00
4392	WILLIAM B WESCOTT	1,407.11	40.00
4571	CHARLES SCHWAB & CO, INC.	5,862.73	815.56
4937	QUAD CITY BANK & TRUST	350,888.44	815.56
5121	ROD KLECKLER		85.97
753	ROCK FALLS CHAMBER OF COMMERCE	5,825.00	500.00
795	SBM BUSINESS EQUIPMENT CENTER	7,749.93	34.80
	ADMINISTRATION		6,120.89
02	CITY ADMINISTRATOR		
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	88.00
4972	ROBBIN BLACKERT	440.00	40.00
	CITY ADMINISTRATOR		128.00
03	PLANNING/ZONING		

INVOICES DUE ON/BEFORE 04/07/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	119,847.54	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	292.00
2797	MARK SEARING	440.00	40.00
795	SBM BUSINESS EQUIPMENT CENTER	7,749.93	68.08
	BUILDING		400.08
05	CITY CLERK'S OFFICE		
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	292.00
	CITY CLERK'S OFFICE		292.00
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	119,847.54	220.00
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	1,820.00
1519	NOTARY PUBLIC ASSOC. OF IL	270.00	108.00
176	PETTY CASH	1,223.20	1.69
295	PAM ERBY	1,100.00	50.00
423	AT&T	21,743.01	459.70
4579	CROWN EXTERMINATORS, INC	280.00	50.00
5096	TREASURER, STATE OF ILLINOIS	105.00	10.00
5097	ILLINOIS STATE POLICE	630.00	60.00
5098	ILLINOIS OFFICE OF THE	630.00	60.00
956	UNIFORM DEN INC	2,136.04	647.40
T0003220	QUALIFICATION TARGETS, INC.		127.10
	POLICE		3,613.89
10	STREET		
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	136.00
176	PETTY CASH	1,223.20	6.00
194	GRUMMERT'S HARDWARE - R.F.	8,380.31	46.78

INVOICES DUE ON/BEFORE 04/07/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
10	STREET		
4775	BIRKEY'S FARM STORE INC	365.01	35.34
4827	KELLEY WILLIAMSON COMPANY	5,749.43	386.96
529	LAWSON PRODUCTS, INC.	3,690.66	188.30
55	ARAMARK UNIFORM SERVICES, INC.	24,030.96	252.65
	STREET		1,052.03
12	PUBLIC PROPERTY		
4592	DIXON GLASS CO	3,476.00	193.40
533	ELECTRONICS, INC.	9,779.06	39.00
	PUBLIC PROPERTY		232.40
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	119,847.54	220.00
2776	EAGLE ENGRAVING INC	23.20	11.40
295	PAM ERBY	1,100.00	50.00
325	FOSTER COACH SALES	797.80	167.22
4011	SAUK VALLEY BANK & TRUST CO.	193,249.52	3,356.25
423	AT&T	21,743.01	369.19
4385	DINGES FIRE COMPANY	6,392.28	55.95
4396	GARY COOK	440.00	40.00
603	BILL MILBY	440.00	40.00
	FIRE		4,310.01
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	119,847.54	110.00
	INDUSTRIAL DEVELOPMENT		110.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	15,394.37	72.80
1224	AIRGAS USA LLC	5,435.31	32.00

INVOICES DUE ON/BEFORE 04/07/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	340,853.22	8,634.02
1472	WARD, MURRAY, PACE & JOHNSON	119,847.54	770.00
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	180.00
1527	RESCO	43,602.90	1,850.00
1739	DAVE CRUZ		50.76
176	PETTY CASH	1,223.20	0.70
194	GRUMMERT'S HARDWARE - R.F.	8,380.31	23.37
4626	ENGEL ELECTRIC CO.	24,960.71	1,398.38
5040	SIMMERS CRANE DESIGN & SERVICE	27,289.25	4,357.53
55	ARAMARK UNIFORM SERVICES, INC.	24,030.96	246.42
795	SBM BUSINESS EQUIPMENT CENTER	7,749.93	107.00
86	BEHRZ BLOOMZ		55.00
	OPERATION & MAINTENANCE		17,777.98
GIS/IT FUND			
22	GIS/IT FUND		
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	1,150.00
	GIS/IT FUND		1,150.00
SEWER FUND			
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	340,853.22	14,431.67
1472	WARD, MURRAY, PACE & JOHNSON	119,847.54	220.00
194	GRUMMERT'S HARDWARE - R.F.	8,380.31	18.07
2244	SCHREINER'S EXPRESS LUBE	482.75	40.42
4207	O'REILLY AUTOMOTIVE INC	7,696.17	4.49
4655	WHEELHOUSE, INC.	11,853.07	22.81
4686	BRENNTAG MID-SOUTH, INC.	21,996.48	5,784.40
	OPERATION & MAINTENANCE		20,521.86
WATER FUND			
48	OPERATION & MAINTENANCE		
1110	MARTIN EQUIPMENT OF IA-IL, INC	6,857.00	451.60
1289	CITY OF ROCK FALLS UTILITIES	340,853.22	6,962.62
1472	WARD, MURRAY, PACE & JOHNSON	119,847.54	220.00

DATE: 04/06/2017
TIME: 14:23:58
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/07/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	496.00
169	CITY OF DIXON	461.00	150.00
2796	U.S. CELLULAR	3,592.65	273.18
4361	FERGUSON WATERWORKS #2516	106,023.87	359.21
4387	AMERICAN LEAK DETECTION	7,400.00	6,000.00
5171	POLLARD WATER	1,355.91	53.65
533	LECTRONICS, INC.	9,779.06	480.00
	OPERATION & MAINTENANCE		15,446.26
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	119,847.54	55.00
4446	MORING DISPOSAL, INC.	371,965.51	33,325.16
	GARBAGE		33,380.16
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1493	WILLIAM & MARY COMPUTER CENTER	39,228.23	1,974.00
760	ROCK FALLS POSTMASTER	35,430.00	2,500.00
771	PINNEY PRINTING CO	8,800.03	599.85
	CUSTOMER SERVICE CENTER		5,073.85
DUI FUND			
55	DUI		
5075	SCOTT ALLSPAUGH		208.00
	DUI		208.00
DRUG FUND			
56	DRUG ABUSE		
4838	MORRISON VETERINARY CLINIC	31.41	115.29
	DRUG ABUSE		115.29

DATE: 04/06/2017
TIME: 14:23:58
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 04/07/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5183	COMPASS MINERALS AMERICA	30,975.47	8,992.02
	MOTOR FUEL TAX		8,992.02
	TOTAL ALL DEPARTMENTS		119,394.06

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) 66.0 FOOT WIDE EARLVILLE 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 663.8 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 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 356.63 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 283.8 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 1,954.16 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

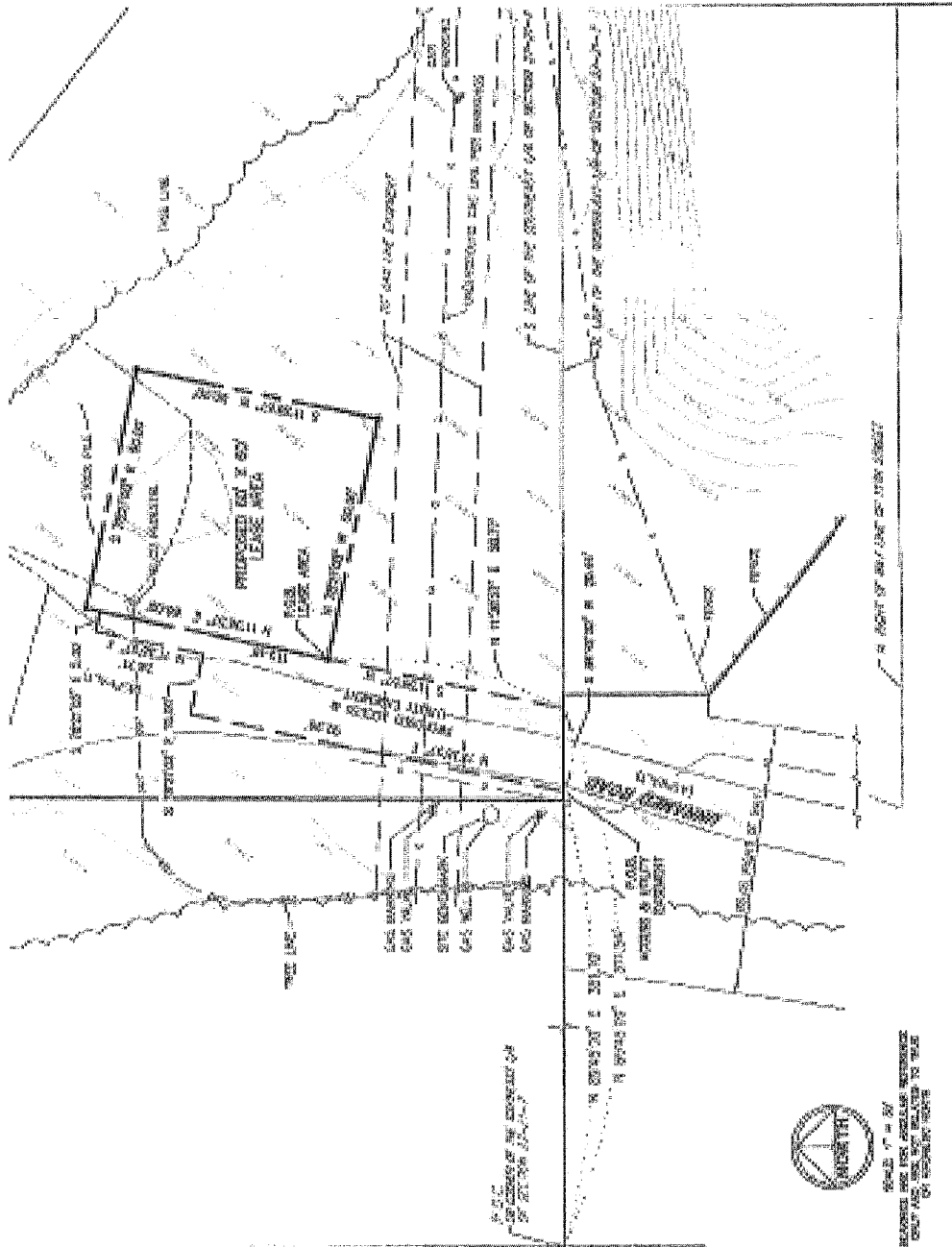


EXHIBIT A-1 (continued)

ARENT PARCEL DESCRIPTION

ALL THAT PORTION OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) 66.0 FOOT WIDE EARLVILLE 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 215.0 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 AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE AND DISTANT 356.63 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 PERMETER 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, 56.77 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 3800.00 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 PERMETER 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.

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
--------------------	-------------

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
-------------------------	------------

SECTION 4. Supplemental Appropriation to the Building Code Demolition Fund for unanticipated expenditures as shown below:

Mowing/Weed Expense:	\$5,000.00
----------------------	------------

SECTION 5. Supplemental Appropriation to the Worker's Comp/General Liability Fund for unanticipated Revenues as shown below:

Transfer from Reserves:	\$5,000.00
-------------------------	------------

SECTION 6. Supplemental Appropriation to the Worker's Comp/General Liability Fund for unanticipated Expenditures as shown below:

Operating Transfer Out:	\$5,000.00
-------------------------	------------

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
------------------------	------------

SECTION 9. Supplemental Appropriation to the Employee Group Insurance Fund for unanticipated Revenues as shown below:

Payroll Transfers from Other Funds:	\$50,000.00
-------------------------------------	-------------

SECTION 10. Supplemental Appropriation to the Employee Group Insurance Fund for unanticipated Expenses as shown below:

Employee Group Health Insurance Expense:	\$50,000.00
--	-------------

SECTION 11. If any section, paragraph, sentence, clause of 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

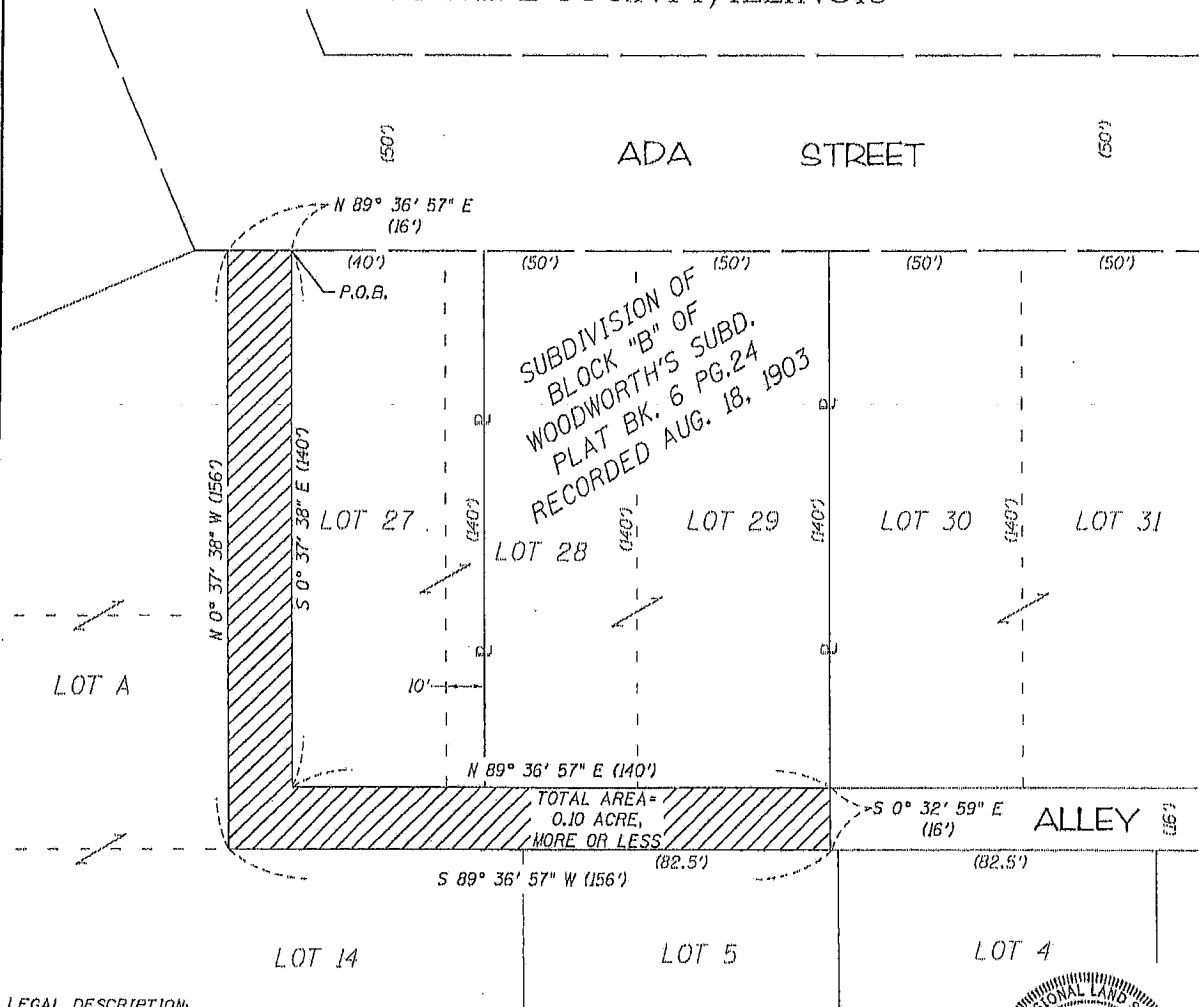
ATTEST:

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:

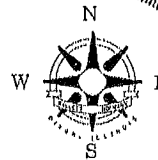
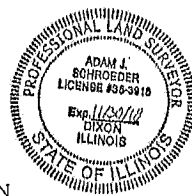
Beginning at the northwest corner of Lot 27 in said Re-Subdivision of Block "B"; thence South 0 degrees 37 minutes 38 seconds East (bearings assumed for description purposes), a distance of 140 feet (distances shown are of record) on the west line of said Lot 27, to the southwest corner thereof; thence 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

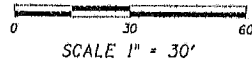
I, Adam J. Schroeder, a Professional Land Surveyor in the State of Illinois, hereby state that I have prepared this Alley Vacation Plat at the request of the City of Rock Falls, that the dimensions shown are given in feet and decimals of a foot upon said plat, I further state that I have made no independent 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

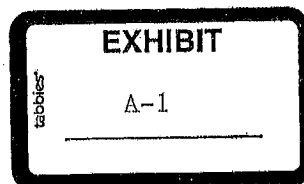
EXHIBIT

FILE #:	915	W/IA #:	182016	TOTAL SHEETS:	01	SHEET NO.:	01
ENVELOPE #:	1180	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:

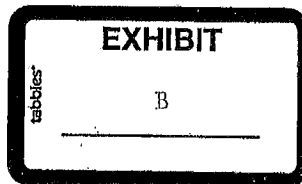
Beginning at the northwest corner of Lot 27 in said Re-Subdivision of Block "B"; thence South 0 degrees 37 minutes 38 seconds East (bearings assumed for description purposes), a distance of 140 feet (distances shown are of record) on the west line of said Lot 27, to the southwest corner thereof; thence 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:

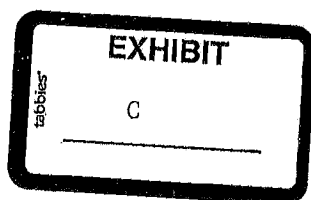
Beginning at the southeast corner of Lot 29 in said Re-Subdivision of Block "B"; thence South 0 degrees 32 minutes 59 seconds East (bearings assumed for description purposes), a distance of 16 feet (distances shown are of record) on the southerly extension of the east line of said Lot 29, to the north 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



April 11, 2017

City of Rock Falls, Illinois
603 W 10th St
Rock Falls, IL 61071-1523

RE: Documents Enclosed/ Please return package within 48 hours of receipt

Enclosed is your document package for review and execution. The original executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to us using Altec Capital Services, LLC UPS account #V55F20, and send to:

Altec Capital Services, LLC
Attn: Jessica Whitehead
33 Inverness Center Parkway, Suite 200
Birmingham, AL 35242-4842

Only the person with signing authority should execute the documents. For verification of original documents, please execute in blue ink. Please retain a copy of the documents for your files.

Please use the checklist below to ensure all required documents are returned. This will guaranty the timely funding of your transaction.

Bank Qualified:

- Essential Use Letter
- Equipment Lease/Purchase Agreement
- Description of Equipment
- Schedule of Payments
- Certificate of Acceptance
- Incumbency Certificate
- Resolutions Form -- Or copy of the actual Board Minutes
- Insurance
- Copy of Customer's Sales/Use Tax Exemption Certificate
- IRS form 8038G or 8038CG

Please contact me at (888) 408-8148 with any questions or concerns you may have. Thank you for the opportunity to do business with you.

Sincerely,

Jessica Whitehead

Jessica Whitehead
Inside Sales Associate

**ACS shall be entitled, after consultation with you, to change the pricing, terms, structure or amount of, or to eliminate, any of the facilities if ACS determines that such changes are necessary to fund the transaction at a rate equal to our cost of funds plus an acceptable spread and/or advisable to ensure a successful syndication of the transaction. The terms herein are subject to the arrangements in this paragraph.

_____, 2017

ALTEC CAPITAL SERVICES, L.L.C.
33 Inverness Center Parkway
Suite 200
Birmingham, AL 35242

Re: Equipment Lease/Purchase Agreement dated as of April 01, 2017 between
ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and
City of Rock Falls, Illinois, as Lessee
Lease Number **210555**

Essential Use of Equipment.

Gentlemen:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Agreement is essential to the governmental functions of Lessee.

The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

Very truly yours,
City of Rock Falls, Illinois

By: _____

Its: _____

EQUIPMENT LEASE/PURCHASE AGREEMENT

THIS EQUIPMENT LEASE/PURCHASE AGREEMENT ("Agreement") is made as of **April 01, 2017** by and between ALTEC CAPITAL SERVICES, L.L.C. ("Lessor") and **CITY OF ROCK FALLS, ILLINOIS** ("Lessee").

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the property (hereinafter, together with all replacements and accessions thereto, referred to as the "Equipment") generally described in the Preliminary Description of Equipment attached hereto and to be more specifically described in the Certificate of Acceptance, in the form attached, to be executed and delivered pursuant hereto, subject to the terms and conditions set forth herein.

This Agreement is made upon the following terms and conditions:

(1) **TERM.** (a) **Commencement of Term.** This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the date hereof. The term of lease under this Agreement shall commence on the date on which the Equipment is accepted by Lessee, as indicated on the Certificate of Acceptance (the "Commencement Date"), and shall terminate on the last business day of Lessee's then current fiscal budget period (such period being hereinafter referred to as the "Original Term"). (b) **Renewal of Term.** Subject to the provisions of Section 10 hereof and sub-part (e) of this Section, the Original Term will be automatically and successively renewed at the end of the Original Term under the same terms and conditions for successive renewal periods ("Renewal Terms"), with the last of such Renewal Terms to end on the last day of the Full Lease Term, as specified on the Schedule of Payments executed by Lessee and attached hereto (the "Schedule"). (c) **Termination of Term.** The term of lease will terminate upon the earliest to occur of any of the following events: (1) The expiration of the Original Term or any Renewal Term and the nonrenewal thereof in accordance with the terms and conditions of this Agreement; (2) The purchase of the Equipment by Lessee under the provisions of Sections 8(c) or 10 of this Agreement; (3) A default by Lessee and Lessor's election to terminate this Agreement under Section 13; or (4) The payment by Lessee of all rental payments to be paid by Lessee hereunder with respect to the Equipment. (d) **Continuation of Lease Term by Lessee.** Lessee intends, subject to the provisions of sub-part (e) of this Section, to continue the term of the lease hereunder through the Original Term and all Renewal Terms for the Full Lease Term and to pay the rental payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rental payments for the Full Lease Term can be obtained and further intends to do all things lawfully within its power to obtain and maintain funds from which the rental payments may be made. (e) **Nonappropriation.** In the event sufficient funds are not appropriated for the payment of all rental payments required to be paid in the next succeeding Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rental payments provided for in this Agreement beyond the then current term. Lessee agrees to give notice to Lessor of such termination at least sixty (60) days prior to the end of the then current term or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. If this Agreement is terminated under this sub-part, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the Equipment to Lessor at such location as is specified by Lessor, in the condition required by Section 5(b) hereof, on or before the effective date of termination.

(2) **RENTAL PAYMENTS.** (a) **Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. (b) **Payment of Rental Payments.** Lessee shall pay rental payments exclusively from legally available funds, in lawful money of the United States of America, to Lessor in the amounts and on the rental payment due dates set forth in the Schedule without notice. In the event that any rental payment is not received by Lessor on or before the due date therefor, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of one percent (1%) per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that the rental payment is received by Lessor. (c) **Interest and Principal Components.** As set forth in the Schedule, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. (d) **Rental Payments to be Unconditional.** The obligation of Lessee to make rental payments hereunder, and to perform and observe the covenants and agreements contained in this Agreement, shall be absolute and unconditional in all events, except as expressly provided in this Agreement. Lessee shall not assert any right of setoff, counterclaim, or abatement against its obligations hereunder, including (without limitation) by reason of equipment failure, disputes with the vendor(s) or manufacturer(s) of the Equipment or Lessor, accident or any unforeseen circumstances.

(3) **REPRESENTATIONS AND COVENANTS OF LESSEE.** Lessee represents, covenants and warrants to Lessor as follows:(a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such. (b) Lessee is authorized under the Constitution and laws of the state of IL to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder. (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct, and complete legal name. (d) As evidenced by an attachment hereto, the execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement against Lessee, and that Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment by Lessee hereunder. (e) Lessee shall cause to be executed and attached hereto an incumbency certificate and an opinion of its counsel in form and substance satisfactory to Lessor. (f) Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity. Lessee shall cause to be executed and attached hereto an Essential Use of Equipment Letter in form and substance satisfactory to Lessor. (g) Within one hundred fifty (150) days of the end of each fiscal year of Lessee during the term hereof, Lessee shall provide Lessor with a copy of its audited financial statements for such fiscal year. Additionally, Lessee shall provide Lessor with budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may reasonably be requested by Lessor. (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement will not be or become fixtures. (i) Lessee acknowledges that Lessor is acting only as a financing source with respect to the Equipment, which has been selected by Lessee. (j) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

(4) **TITLE TO EQUIPMENT; SECURITY INTEREST.** (a) Title to the Equipment. During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of a default as set forth in Section 13 hereof or nonappropriation as set forth in Section 1(e) hereof, title shall immediately vest in Lessor. (b) Security Interest. To secure the prompt payment and performance as and when due of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a first priority security interest in the Equipment, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in IL. Lessee may not dispose of any item of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of the Equipment.

(5) **USE AND MAINTENANCE.** (a) Use. Lessee shall use the Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful, proper and lawful manner consistent with the requirements of all applicable insurance policies relating to the Equipment. Lessee will not change the location of any items of the Equipment as specified in the applicable Certificate of Acceptance without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach or incorporate the Equipment to or in any other item of equipment in such a manner that the Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. (b) Maintenance. Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment in as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. All replacement parts and accessions shall be free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Lessee shall not make any material alterations to the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All additions to the Equipment which are essential to its operation, or which cannot be detached without materially interfering with such operation or adversely affecting the Equipment's value and utility, shall immediately be deemed incorporated in the Equipment and subject to the terms of this Agreement as if originally leased hereunder, and subject to the security interest of Lessor. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

Additional Provisions for Vehicles. As to any Equipment leased hereunder that constitutes motor vehicles ("Vehicles"), you further covenant and agree as follows:

(a) You shall, at your own expense, obtain in our name all registration plates and other plates, permits inspections or licenses required to be obtained in connection with the Vehicles, or related to their operation and use except for the initial registration plates which we obtain at your expense. We shall issue to you, for such purpose, appropriate limited powers of attorney or such other authority as may be necessary. You shall not, without our prior written consent, permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would subject such Vehicle to the titling or registration laws of such other state.

YOU AGREE THAT NO VEHICLE SHALL BE USED TO TRANSPORT PERSONS FOR HIRE OR HAZARDOUS SUBSTANCES.

(b) At any time that you are required to return the Vehicle to us, you shall, at your expense, deliver the Vehicle to the nearest Altec facility within the United States which we specify.

(c) Each Vehicle shall not have more than the average miles per year recorded on its odometer than the mileage specified for the selected Lease Term for each vehicle type and specific model as detailed on the Supplement (or, if no mileage is specified in the Supplement, each Vehicle shall not have more than twelve thousand (12,000) miles per year for each year of the applicable Lease Term) and you shall pay us, at the time of Vehicle surrender, an excess mileage charge equal to \$.35 per mile for each mile exceeding specified mileage

(d) Ensure all Equipment and equipment operations conform to all applicable local, state, and Federal laws, health and safety guidelines. Upon return, the Equipment will be complete and operational with all components as originally supplied and will have passed D.O.T. inspections, or other appropriate agency or association requirements for operation. If applicable, an inspection sticker or certificate will be furnished to Lessor verifying compliance with any regulatory requirements. Lessee shall satisfy all legal and regulatory conditions necessary for Lessor to sell or lease the Equipment to a third party. Lessee will keep all licenses and operating certificates required for operation of the Equipment current during the term of the Lease. Lessee will at all times use the Equipment in compliance with all applicable laws and regulations of any governmental, local and regulatory agency;

(e) Provide safe, secure storage for the Equipment for one-hundred and eighty (180) days after expiration or earlier termination of the Lease at not more than three (3) location (s) selected by Lessor;

(f) Take such action as may be required so that, upon return, each unit of Equipment must meet all of its manufacturer's specifications for performance under full-rated loads and all of the following conditions:

1). Tires: All tires shall be of the same type (original size) and manufacturer (i.e. matched) and have a minimum of fifty (50) percent remaining tread life. All front tires shall be original casing with no crossed lugs, rear tires may be either original casings or first time recapped tires and no tire shall exhibit or have flat or bald spots, dry rot, exposed cord or cuts in sidewall;

2). Any time or life-limited components including, but not limited to, power train assembly, transmissions, converters, generators, axles, wheels, pumps or other parts shall have at least fifty (50%) percent useful life remaining before the manufacturer's next recommended major overhaul, rebuild, calibration or replacement as recommended by the manufacturer and/or published in standard maintenance manuals;

3). Mechanical Power Train: Each unit of Equipment shall have passed a dynamometer test, road test and oil analysis, each conducted not more than sixty- (60) days prior to the return of the equipment, the test results shall have been provided to Lessor not more than two- (2) weeks after each test has been conducted and not less than two- (2) weeks prior to the return of the Equipment and the tests and test results shall have been reasonably acceptable to the Lessor. The engine must have at least 50% remaining mileage until the next manufacturer's scheduled "in-frame" overhaul, there shall be no cracked cylinder heads or engine blocks, the wheel horsepower must be within 80% - 85% of the rated flywheel horsepower without excess blow-by, exhaust system leakage or oil leakage and must meet current smoke emission standards. The transmission and rear axles shall be capable of pulling loads to their full rated capacity, there shall be no transmission, drive axle or wheel hub oil leaks and there shall be no "slipping" or "grabbing" clutch. Cooling and lubrication systems shall not be contaminated and there shall be no leaking between systems, no battery shall have any dead cell, cracked case or be inoperative;

4). Service Body/Digger Derrick: Lessee will ensure that the Equipment will be mechanically and structurally sound, no bowed sections, free of cracks, bends or warping that impacts the Fair Market Value and marketability of the Equipment and is capable of performing the functions for which the Equipment was originally designed. Ensure all safety equipment, covers and guards, parts and components must be in-place and operational. No safety features shall be bypassed or disconnected. All body parts shall be intact with no tears or dents in metal. Service bodies to be free of dents (or cracks on fiberglass components) or damages over \$50.00, normal wear and tear excepted. Sheet metal must be complete. All cooling, heating and lubrication systems shall not be contaminated and there shall be no leaks or leakage between systems. All gauges, indicators and controls will be in good conditions, plastic or glass coverings intact, clear and all will be in good working order. No battery shall have any dead cells, cracked case be inoperative or unable to be charged. All internal fluids, such as lube oil and hydraulic fluids, are to be filled to operating levels and all filler caps are to be secured. Digger/Derrick boom, hydraulic cylinders and all accessories and attachments shall be free of damage and capable of performing to their maximum operational designs. All drive axles and non-drive axles are to be fully functional with no slipping, grinding or grabbing, and the Equipment shall be operational in all gears, forward and reverse. If during such inspection, the authorized inspector finds any of the material or workmanship to be defective or the Equipment not meeting or exceeding the manufacturer's operating requirements, Lessee, at lessee's cost, shall repair or replace the material or defective workmanship utilizing manufacturer approved components and in accordance with the manufacturer's recommendations. After corrective measures are completed, lessee, at Lessee's cost will provide for a follow-up inspection of the Equipment by the authorized inspector as outlined in this paragraph;

5). General Condition: With respect to each unit, there must be no structural or mechanical damage; no glass shall be broken, chipped or cracked; no upholstery shall have any cuts, tears or burn marks. All rust or corrosion must be treated in a manner consistent with standard industry practices. All Equipment must have a good overall appearance and no material damage. The Equipment shall be cleaned (internal and external), free of rust and corrosion with no missing or damaged parts. Upon return, all commercial logos, advertising, graffiti, insignias and lettering shall be removed and repaired in a workmanlike manner so as to not damage the Equipment. Manufacturer's identity plates and markings shall not be removed. With respect to each unit, the total cost of necessary repairs for damage or other related costs necessary to place the Equipment in such condition as to be in complete compliance with this Lease may not exceed \$150.00;

6). Documents and Records: Written records of scheduled and other maintenance and repair work done shall be kept, dated, and signed by the appropriate authority. A service history or log will be maintained during the Lease term and a copy provided to Lessor upon request during the term of the Lease, or at Lease termination. All maintenance records,

maintenance record jackets, repair jackets, repair orders, license plates, registration certificates and all other similar documents, in their entirety, must be returned to Lessor;

7). Brakes: Brake drums, linings and other brake components shall not be cracked and shall not exceed manufacturers' recommended wear limits. Brake linings shall have fifty (50) percent remaining wear;

8). Maintenance: Lessee shall strictly follow the manufacturer's recommended maintenance and service schedule, as required to validate any warranty, at Lessee's sole cost and expense. Any maintenance or repair work shall comply with the guidelines and procedures as specified by the manufacturers of the equipment and in accordance with standards in the industry. Lessee will use only original manufacturer's approved replacement parts and components in the performance or any maintenance and repair of the Equipment. Lessee will at all times maintain the Equipment in good operational condition and appearance;

9). Use: Lessee guarantees that the Equipment will not be or have been operated beyond the rated capacity as certified by the manufacturer at any time during the Lease term. Lessee will not discriminate in the use of the Equipment from any other similar equipment in its fleet;

10). Alterations: Lessee will not modify the Equipment without the prior written approval of Lessor. In any event, Lessee will not make any modifications or alterations that would impair the Equipment's use, value, marketability or manufacturer's warranty and recommendations. Lessee will not make any alterations to the Equipment that would damage or restrict the use of the Equipment from its initial use and design and that cannot be removed without damage to the unit. Changes, modifications or additions to the Equipment mandated by Federal or state authorities will be completed by Lessee and become property of Lessor;

11). Not more than ninety- (90) days prior to return of Equipment, during regular working hours, Lessee must make the Equipment available to allow Lessor or Lessor's agent to conduct an in-depth physical inspection. Any part, component or function found not to be within the manufacturer's tolerances and operational specifications, including but not limited to engines, transmissions, clutches, drive trains, and rear axles, will be replaced or brought within those tolerances and specifications to the satisfaction of Lessor. Testing with necessary reconditioning to meet the return conditions are to be provided to Lessor two (2) weeks prior to the return of the equipment. Lessee shall obtain written certification from the manufacturers or their authorized representative that the Equipment has been returned in accordance with the terms set forth herein;

(6) **FEES; TAXES; OTHER GOVERNMENTAL AND UTILITY CHARGES; LIENS.** (a) Fees. Lessee shall be liable to reimburse Lessor for, and agrees to hold Lessor harmless from, all titling, recordation, documentary stamp and other fees arising at any time prior to or during the Full Lease Term, or upon or relating to the Equipment or this Agreement. (b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment will be used for a governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Full Lease Term against or with respect to the Equipment, as well as all utility and other charges incurred in the operation and use of the Equipment. (c) Liens. Lessee shall keep the Equipment free and clear of all liens, levies and encumbrances, except those created under this Agreement.

(7) **INSURANCE.** (a) Casualty Insurance. At its own expense, Lessee shall keep the Equipment insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment. As used herein, "Full Insurable Value" means the full replacement value of the Equipment or the Prepayment Amount applicable to the immediately preceding rental payment due date as designated on the Schedule, whichever is greater. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks relating to any losses delivered promptly to Lessor. If Lessee insures similar properties against casualty loss by self-insurance, with Lessor's prior consent Lessee may satisfy its obligations with respect to casualty insurance hereunder by means of a self-insurance fund reasonably acceptable to Lessor. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8 hereof. As used herein, "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorneys' fees) incurred in the collection of such claim or award. (b) Liability Insurance. Lessee shall also carry public liability insurance, both personal injury and property damage, covering the Equipment in an amount as Lessor may from time to time reasonably require on notice to Lessee. Lessor shall be named as an additional insured with respect to all such liability insurance. With Lessor's prior consent, Lessee may satisfy its obligations with respect to liability insurance hereunder by maintaining a funded self-insurance plan. (c) Worker's Compensation. Lessee shall carry worker's compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage throughout the Full Lease Term. (d) General Requirements. All insurance required under this Section 7 shall be in form and amount and with companies reasonably satisfactory to Lessor except as otherwise expressly provided herein. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage, annually throughout the Full Lease Term. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days' prior written notice of the effective date of any

material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

(8) **RISK OF LOSS; DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS.** (a) **Risk of Loss.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment, defect therein, or unfitness or obsolescence thereof, shall relieve Lessee of its obligation to make rental payments or perform any other obligations hereunder. (b) **Damage, Destruction and Condemnation.** If prior to the termination of the Full Lease Term (1) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or (2) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to sub-part (c) of this Section. (c) **Use of Net Proceeds.** Provided the Equipment is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the Net Proceeds), cause the prompt repair, replacement or restoration of the affected Equipment. In the event that the Equipment is totally destroyed or damaged and Lessee is unable to make arrangements satisfactory to Lessor for the prompt replacement thereof, Lessee shall pay to Lessor, on the rental payment due date next succeeding the date of such loss, the Prepayment Amount applicable to such rental payment due date plus the rental payment due on such date and any other amounts then payable by Lessee hereunder. Upon such payment, the term of the lease and the security interest of Lessor in the Equipment shall terminate, and Lessee will acquire full and unencumbered title to the Equipment as provided in Section 10 hereof. If Lessee is not then in default hereunder, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this sub-part (c) shall be for the account of Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations as set forth in this sub-part (c), Lessee shall make such payments to the extent of any deficiency.

(9) **DISCLAIMER OF WARRANTIES.** LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE), NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY GUARANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the vendor(s) or manufacturer(s) to Lessor are hereby assigned to Lessee for and during the Full Lease Term and Lessee agrees to resolve all such claims directly with the vendor(s) or manufacturer(s). Provided that Lessee is not then in default hereunder, Lessor shall cooperate fully with Lessee with respect to the resolution of such claims, in good faith and by appropriate proceedings at Lessee's expense. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rental payments hereunder.

(10) **PURCHASE OF EQUIPMENT BY LESSEE/PREPAYMENT.** Provided that Lessee is not then in default under this Agreement, this Agreement will terminate, the security interest of Lessor in the Equipment will be terminated, and Lessee will acquire title to the Equipment free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the Full Lease Term, upon payment in full of all rental payments and other amounts payable by Lessee hereunder for the Full Lease Term; or (b) on any rental payment due date, upon payment by Lessee of the then applicable Prepayment Amount as set forth on the Schedule plus the rental payment due on such date and all other amounts then due by Lessee hereunder, provided Lessee shall have given Lessor not less than thirty (30) days' prior notice of its intent to make such payment.

(11) **QUIET POSSESSION.** Lessor represents and covenants to Lessee that Lessor has full authority to enter into this Agreement, and that, conditioned upon Lessee performing all of the covenants and conditions hereof, as to claims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment during the term of this Agreement subject to the terms and provisions hereof.

(12) **ASSIGNMENT; SUBLEASING; INDEMNIFICATION.** (a) **Assignment by Lessor.** This Agreement, and the rights of Lessor hereunder and in and to the Equipment and the Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Agreement on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in

the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment and in this Agreement. (b) **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. (c) **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the state of IL Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of (1) the ordering, acquisition, delivery, installation or rejection of the Equipment; (2) the possession, maintenance, use, condition (including without limitation, latent and other defects whether or not discoverable by Lessor or Lessee, any claim in tort, including actions for strict liability, and any claim for patent, trademark or copyright infringement) or operation of any item of the Equipment (by whomsoever used or operated); or (3) the loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment, or any item thereof. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in default hereunder.

(13) **EVENTS OF DEFAULT AND REMEDIES.** (a) **Events of Default.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (1) failure by Lessee to pay any rental payment or other payment required to be paid hereunder within five (5) days of the due date therefor; or(2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder and such failure shall continue unremedied for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or(3)any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or(5)a petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within sixty (60) days thereafter; or (6) an attachment, levy or execution is levied upon or against the Equipment or any item thereof. (b) **Remedies on Default.** Whenever any event of default shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:(1)with or without terminating this Agreement, retake possession of the Equipment or items thereof and sell, lease or sublease items of the Equipment for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations hereunder including, but not limited to, all payments due and to become due during the Full Lease Term, holding Lessee liable for the excess (if any) of (i) the rental payments payable by Lessee hereunder to the end of the Original Term or then current Renewal Term (whichever is applicable) and any other amounts then payable by Lessee hereunder (including but not limited to attorneys' fees, expenses and costs of repossession), over (ii) the net purchase price or rent and other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease, provided that the excess (if any) of such amounts over the Prepayment Amount applicable to the last rental payment due date of the Original Term or Renewal Term (whichever is applicable) and the amounts referred to in clause (i) shall be paid to Lessee; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment to Lessor in the manner and in the condition set forth in Section 5(b) hereof at such location as is specified by Lessor;(3)if Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8 hereof; and(4)exercise any other right, remedy or privilege which may be available to it under applicable laws of IL or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement, to recover damages for the breach of this Agreement, or to rescind this Agreement as to the Equipment. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. (c) **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. Lessor's remedies hereunder may be exercised separately with respect to items of the Equipment. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(14) **TAX COVENANTS.**(a)The parties assume that Lessor can exclude the interest component of the rental payments from federal gross income. Lessee covenants and agrees that it will (i) use a book entry system to register the owner of this Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (ii) timely file an IRS Form 8038-G (or, if the invoice price of the Equipment is less than \$100,000, a Form 8038-GC) with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (iii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy the IRS' guidelines for

permitted management contracts, as the same may be amended from time to time; (iv) comply with all provisions and regulations applicable to excluding the interest component of the rental payments from federal gross income pursuant to Section 103 of the Code; and (v) cause to be completed, executed and delivered to Lessor a Tax Compliance Agreement and No Arbitrage Certificate substantially in the form provided by Lessor. (b) If Lessor either (i) receives notice, in any form, from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rental payment from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to rental payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding rental payment due date in such amount as will maintain such after-tax yield to Lessor. (c) Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including this Agreement) in the amount of more than \$10,000,000 during the current calendar year; hereby designates this Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

(15) **LESSOR'S RIGHT TO PERFORM FOR LESSEE.** If Lessee fails to perform or comply with any of its agreements contained herein, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, together with interest thereon at the rate of twelve percent (12%) per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law), shall be payable by Lessee upon demand. Within ten (10) days of receipt, Lessee shall execute, endorse and deliver to Lessor any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lessor any right, title or power which by the terms hereof are expressed to be conveyed or conferred upon Lessor, including, without limitation: (a) Uniform Commercial Code financing statements (including continuation statements), real property waivers; (b) documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 7 hereof to the extent that the same relate to the Equipment; and (c) upon default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor. Further, to the extent permitted by law, Lessee appoints Lessor as its attorney-in-fact for the limited purpose of, and with the full authority to, execute and file Uniform Commercial Code financing statements (including continuation statements) in the name and on behalf of Lessor, and agrees that photocopies of originally executed Uniform Commercial Code financing statements (including continuation statements) may be filed in the appropriate recordation offices as originals. In addition, the Lessee hereby authorizes the Lessor to prepare and file Uniform Commercial Code financing statements (including continuation statements) naming Lessee as debtor and Lessor as secured party without the signature of the Lessee to the extent permitted by law.

(16) **MISCELLANEOUS.** (a) **Notices.** All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. (b) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. (c) **Severability; Survival.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. The representations, warranties and covenants of Lessee herein shall be deemed to be continuing and to survive the closing hereunder. Each execution by Lessee of a Certificate of Acceptance shall be deemed a reaffirmation and warranty that there have been no material adverse change in the financial condition of Lessee from the date of execution hereof. The obligations of Lessee under Sections 1(e), 6, 12(c) and 14, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (d) **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. (e) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of IL (f) **TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR AND LESSEE EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY TO ANY ACTION, CLAIM OR SUIT ARISING OUT OF,**

RELATING TO, OR BROUGHT IN CONNECTION WITH THIS LEASE. (g) **Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. (h) **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

ALTEC CAPITAL SERVICES, L.L.C., Lessor

By: _____

Address: 33 Inverness Center Parkway, Suite 200
Birmingham, AL 35242
Phone: (205) 408-8650
Fax No:(205) 437-0197

City of Rock Falls, Illinois, Lessee

By: _____

Address: 603 W 10th St
Rock Falls, IL 61071-1523

Phone: (815) 622-1145

Fax No.:

DESCRIPTION OF EQUIPMENT

Attached to and made a part of that certain
Equipment Lease/Purchase Agreement dated as of

April 01, 2017

by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor,
and City of Rock Falls, Illinois, as Lessee

The items of Equipment to become subject to the Agreement can be generally described as follows:

2017 International 4300 Altec Bucket TA50
VIN: 1HTMMMMN9HH517073
SN: 0117EL1844

LOCATION OF EQUIPMENT:

603 W 10th St
Rock Falls, IL 61071-1523

ANTICIPATED PURCHASE PRICE: \$186,865.00

SCHEDULE OF PAYMENTS

Attached to and made a part of that certain Equipment Lease/Purchase Agreement dated as of April 01, 2017 by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and City of Rock Falls, Illinois, as Lessee.

Commencement Date: Equipment Delivery Date as confirmed by Signature on Delivery and Acceptance.

Full Lease Term: 48 months beginning with Commencement Date.

Rental payments are payable (**check one**) in advance _____ in arrears of the period to which they relate. Rental payment due dates will be based on the Commencement Date, and established in Lessor's notification to Lessee of the Commencement Date.

	Date	Payment	Interest	Principal	Balance
Loan	4/1/2017				186,865.00
2017	1 4/1/2017	49,375.00	0.00	49,375.00	137,490.00
Totals		49,375.00	0.00	49,375.00	
2018	2 4/1/2018	49,375.00	5,252.12	44,122.88	93,367.12
Totals		49,375.00	5,252.12	44,122.88	
2019	3 4/1/2019	49,375.00	3,566.62	45,808.38	47,558.74
Totals		49,375.00	3,566.62	45,808.38	
2020	4 4/1/2020	49,375.00	1,816.26	47,558.74	0.00
Totals		49,375.00	1,816.26	47,558.74	
Grand Totals		197,500.00	10,635.00	186,865.00	

Lessee
City of Rock Falls, Illinois

By: _____

Date: _____

CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under the Equipment Lease/Purchase Agreement dated as of April 01, 2017 (the "Agreement") with ALTEC CAPITAL SERVICES, L.L.C. ("Lessor"), hereby certifies:

1. The items of the Equipment, as such term is defined in the Agreement, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.

2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.

4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.

5. The Equipment is covered by insurance in the types and amounts required by the Agreement.

6. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

7. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

8. The following documents are attached hereto and made a part hereof:

- (a) Equipment List
- (b) Original Invoice(s)
- (c) Copies of Certificate(s) of Origin designating Altec Capital Trust as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing
- (d) Copy of Application for Titling

If Lessee paid an invoice prior to the commencement date of the Agreement and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

City of Rock Falls, Illinois

Lessee

By: _____

Date: _____

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of City of Rock Falls, Illinois, a body corporate and politic duly organized and existing under the laws of the state of IL, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease/Purchase Agreement dated as of April 01, 2017 (the "Agreement") between such entity and ALTEC CAPITAL SERVICES, L.L.C. and is duly authorized to execute Certificates of Acceptance, Requisition Requests, and other documents relating to the Agreement.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of City of Rock Falls, Illinois hereto this ___ day of _____, 2017.

[SEAL]

(Secretary/Clerk)
(OTHER THAN THE PERSON SIGNING THE DOCUMENTS)

FORM OF - RESOLUTION OF GOVERNING BODY/EXTRACT OF MINUTES

Lessee: City of Rock Falls, Illinois

RE: Equipment Lease/Purchase Agreement with ALTEC CAPITAL SERVICES, L.L.C.

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the ___ day of _____, 2017, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of City of Rock Falls, Illinois ("Lessee") has determined that a true and very real need exists for the Equipment (the "Equipment") described in the proposed Equipment Lease/Purchase Agreement (the "Agreement") by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and Lessee, as lessee, presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee reasonably anticipates that it and its subordinate units will not issue tax-exempt obligations in the face amount of more than \$10,000,000 during the current calendar year; and

WHEREAS, Lessee proposes to enter into the Agreement with ALTEC CAPITAL SERVICES, L.L.C. substantially in the proposed form presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution, are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement is hereby approved. The _____ of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The _____ of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The project to which the original expenditure(s) relates can be generally described as _____ [general description of the project]. The original expenditure(s) will be made from Lessee's general operating account. The maximum principal amount of the obligations expected to be issued for the project is \$ _____ [dollar amount of project]. This resolution is being entered into on or before, or not later than 60 days after, the date on which the original expenditure(s) to be reimbursed will or have been paid. This resolution is intended to be a declaration of official intent within the meaning of Treasury Regulations Section 1.150-2.1

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Equipment Lease/Purchase Agreement by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and Lessee, as Lessee, is the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

[SEAL]

(Secretary/Clerk)

Date: _____, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
Date

PRODUCER
1
Insurance Broker/Agent

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE
COMPANY
A Carrier's AM Best Rating must be B+ VI or higher
COMPANY
B Carrier's AM Best Rating must be B+ VI or higher
COMPANY
C Carrier's AM Best Rating must be B+ VI or higher
COMPANY
D Carrier's AM Best Rating must be B+ VI or higher

INSURED
2
Name of Customer - Lease Number(s) ***

Address
City, State Zip

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECT. DATE MM/DD/YY	POLICY EXPIR. DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	3 Policy # is Required	4 mm/dd/yy	5 mm/dd/yy	GENERAL AGGREGATE 6 \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$
B	AUTOMOBILE LIABILITY	3 Policy # is Required	4 mm/dd/yy	5 mm/dd/yy	COMBINED SINGLE LIMIT 6 \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <u>OR</u>				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS	7 Max Comp. /Coll. Deduct. \$2,500/\$2,500				
A	OTHER *Contractors Equip. Incl. Leased / Rented	3 Policy # is Required ** See Footer Below	4 mm/dd/yy	5 mm/dd/yy	Required for the value of Leased Equipment.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
8 "ALTEC CAPITAL SERVICES, LLC AND ALTEC CAPITAL TRUST AND/OR ITS ASSIGNS AND SUCCESSORS" are named as additional insured with respect to General Liability and Auto Liability and as Loss Payee.
9 Please list VIN #'s for all vehicles and equipment, as well as the Original leased value of each item for the specified lease.

CERTIFICATE HOLDER
10
Altec Capital Services, LLC and Altec Capital Trust and/or its assigns and successors
33 Inverness Center Parkway, Suite 200
Birmingham, AL 35242

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.



Insurance Requirements

General Liability

- The minimum amount of coverage required is \$1,000,000 for each occurrence and \$1,000,000 aggregate
- **Altec Capital Services, LLC and Altec Capital Trust and/or its assigns and successors, must be listed as Additional Insured.**

Property Damage

(Contractor's Equipment/Equipment Floater/Inland Marine)

- The **minimum** amount of coverage required is the cost of the equipment
 - Example – Cost of Excavator is \$52,963, then the amount of coverage must be \$52,963 or greater
- The **maximum** deductible amount is \$2,500.00
- **Altec Capital Services, LLC and Altec Capital Trust and/or its assigns and successors, must be listed as Loss Payee.**

Auto Liability

- The minimum amount of coverage required is \$1,000,000 (\$5,000,000 limit if vehicle capacity of 9 or more).
- **Altec Capital Services, LLC and Altec Capital Trust and/or its assigns and successors, must be listed as Additional Insured.**

Automobile Physical Damage Insurance:

- **Comprehensive:**
 - Deductible: \$250/Minimum \$2,500/Maximum
- **Collision:**
 - Deductible: \$250/Minimum \$2,500/Maximum
 - **Specified Perils or FTCAC Coverage does not meet ACS Insurance requirements**
- **Altec Capital Services, LLC and Altec Capital Trust and/or its assigns and successors, must be listed as Loss Payee.**

Agreement Type	Equipment Type	General Liability	Auto Liability	Physical Damage	Property Damage
FMV / TRAC	Vehicle/w Attachment	Yes	Yes	Yes	
	Vehicle		Yes	Yes	
	Equipment	Yes			Yes

Examples

Equipment Type	VIN	Serial Number	General Liability	Auto Liability	Physical Damage	Property Damage
Bucket Truck / Altec Crane	Yes	Yes	Yes	Yes	Yes	
Tractor or Trailer	Yes			Yes	Yes	
Dump Truck	Yes			Yes	Yes	
Chipper		Yes	Yes	Yes (If Tagged)	Yes (If Tagged)	Yes
Excavator		Yes	Yes			Yes

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Rock Falls, Illinois		2 Issuer's employer identification number (EIN) 36-6006076
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Dick Simon		3b Telephone number of other person shown on 3a 815-622-1145
4 Number and street (or P.O. box if mail is not delivered to street address) 603 W 10th St	Room/suite 3	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code Rock Falls, IL 61071		7 Date of issue April 01, 2017
8 Name of issue City of Rock Falls, Illinois, Lease Purchase 210555		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Dick Simon		10b Telephone number of officer or other employee shown on 10a 815-622-1145

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► 2017 International 4300, Altec TA50 Bucket Truck	18	186864 94
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/30/2020	\$ 186864.94	\$	5 years	3.82 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)						
22	Proceeds used for accrued interest				22	
23	Issue price of entire issue (enter amount from line 21, column (b))				23	
24	Proceeds used for bond issuance costs (including underwriters' discount)				24	
25	Proceeds used for credit enhancement				25	
26	Proceeds allocated to reasonably required reserve or replacement fund				26	
27	Proceeds used to currently refund prior issues				27	
28	Proceeds used to advance refund prior issues				28	
29	Total (add lines 24 through 28)				29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	_____ Date	▶ Dick Simon Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		



Altec Capital Services, LLC
33 Inverness Center Parkway, Suite 200
Birmingham, AL 35242-4842
Telephone: 1-888-408-8148
Facsimile: (205) 408-8113

Invoice Date: April 11, 2017

**Please return payment with
signed lease documents.**

INVOICE TO:

City of Rock Falls, Illinois
603 W 10th St
Rock Falls, IL 61071-1523

REMIT TO:

Altec Capital Services, LLC
33 Inverness Center Parkway, Suite 200
Birmingham, AL 35242

Lease #	Description	Amount
210555	Inception Payment	\$ 49375.00
	Total	\$ 49375.00

****Any applicable sales and use taxes will be billed after lease commencement and on the remaining invoice payments.**

**CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT**

This Agreement for professional engineering services is made between the CITY OF ROCK FALLS, Whiteside County, Illinois ("City"), and WILLETT HOFMANN & ASSOCIATES, INC., 809 East Second Street, Dixon, Illinois ("Engineer"), effective as of the date duly signed and executed by both parties.

1. **Description of Project.** Engineer agrees to perform professional services in connection with the Project as described on Exhibit 1, attached hereto and incorporated herein.

2. **Engineer's Services.** The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.

3. **Compensation.** The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.

4. **Termination.** This Agreement may be terminated by the City upon giving fourteen (14) days notice in writing to the Engineer. Upon such termination, the Engineer shall deliver to the City all drawings, specifications, partial and completed estimates and data, if any, completed pursuant to the Agreement up to the date of termination, with the understanding that all such material becomes the property of the City. The Engineer shall be paid for any services completed and any services partially completed up to the date of termination.

5. **Engineer's Responsibilities.** Engineer shall provide the services required hereunder in a manner consistent with that degree of care and skill ordinarily exercised by engineers under the same or similar circumstances. Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, but shall endeavor to advise the City and act as the City's professional representative in all phases of the project, and will give consultation and advice to the City during the performance of Engineer's services.

6. **City's Responsibilities.** The City shall provide all information reasonably available pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project. The City shall provide access to and make provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform its work under this Agreement. The City shall further give prompt notice to the Engineer whenever the City observes or otherwise becomes aware of any defect in the Project. The City shall obtain approval of all governmental authorities having jurisdiction over the Project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

7. **Indemnification.** Engineer shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the Engineer's services under this Agreement.

8. **Insurance.** Engineer shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Engineer's services under this Agreement. Engineer shall cause the City to be named as an additional insured on such coverage. The minimum coverage limits shall be as follows:

General Liability	
Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$3,000,000
Products – Comp/OP AGG	\$3,000,000
Automobile Liability	
Combined Single Limit (Ea accident)	\$1,000,000
Umbrella Liability	
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
Workers Compensation	Statutory Maximums
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease – Ea Employee	\$1,000,000

9. **Dispute Resolution.** Any claims or disputes between the City and the Engineer arising out of the services provided by the Engineer under this Agreement shall be submitted to non-binding mediation. In the event mediation does not result in resolution of any such dispute or claim, any litigation arising in any way from this Agreement shall be brought in the Circuit Court of the Fourteenth Judicial Circuit, Whiteside County, Illinois. The laws of the State of Illinois will govern the validity of this Agreement, and its interpretation and performance.

10. **Use and Ownership of Documents.** All plans, drawings, and specifications prepared by Engineer regarding the Project shall be delivered to the City at the conclusion of the Project and, provided payment has been made to Engineer as provided herein, shall become the sole property of the City.

11. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and may be amended only by written instrument signed by both parties.

WILLET HOFMANN & ASSOCIATES,

By George M. Harris
Vice-President
(Title)



CITY OF ROCK FALLS, ILLINOIS,

By _____
Mayor

ATTEST:

City Clerk

Exhibit 1
Project Description

The project scope consists of the re-construction of Galt Avenue, from the north side of W. 4th Street to the south side of the W. 5th Street intersection. Included in the re-construction are new curb and gutters on each side of Galt Avenue, for the full length of the block. Also included are new curb ramps, detectable warnings and driveway approaches.

Exhibit 2
Description of Services

Design Phase Engineering Services

The design phase engineering services will include preparation of plan and profile sheets, typical sections of the proposed roadway, cross sections at appropriate intervals, schedule and summary of quantities, special provisions, contract documents and bid opening.

Construction Phase Engineering Services

The construction engineering services include a pre-construction meeting, construction lay-out and staking, and construction observation through project close-out.

Exhibit 3
Compensation

We propose to perform the design and construction engineering services for the re-construction of Galt Avenue on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule. The design phase engineering services are estimated to be \$15,000.00. The construction engineering services are estimated to be \$14,000.00.



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

Exhibit 4
Effective April 2, 2017

**GENERAL RATES FOR ENGINEERING SERVICES
(FIELD AND OFFICE)**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
Principal Engineering Manager	\$144.00	\$217.00	Regular Rate
Engineering Manager	\$122.00	\$190.00	Regular Rate
Civil Engineer IV	\$112.00	\$174.00	Regular Rate
Civil Engineer III	\$91.00	\$159.00	Regular Rate
Civil Engineering Intern II	\$85.00	\$141.00	Regular Rate
Civil Engineering Intern I	\$76.00	\$116.00	Regular Rate
Principal Architectural Manager	\$118.00	\$183.00	Regular Rate
Architect IV	\$118.00	\$183.00	Regular Rate
Architect III	\$106.00	\$165.00	Regular Rate
Architectural Intern II	\$91.00	\$144.00	Regular Rate
Architectural Intern I	\$76.00	\$119.00	Regular Rate
Prof. Land Surveyor Manager	\$97.00	\$150.00	Regular Rate
Prof. Land Surveyor IV	\$82.00	\$129.00	Regular Rate
Prof. Land Surveyor III	\$73.00	\$116.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$64.00	\$101.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$54.00	\$89.00	Regular Rate
Technician IV	\$73.00	\$113.00	1.3 x Regular Rate
Technician III	\$65.00	\$98.00	1.3 x Regular Rate
Technician II	\$57.00	\$89.00	1.3 x Regular Rate
Technician I	\$51.00	\$80.00	1.3 x Regular Rate
Survey Worker Foreman	\$76.00	\$116.00	1.3 x Regular Rate
Survey Worker	\$57.00	\$92.00	1.3 x Regular Rate
Administrative Assistant	\$45.00	\$77.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period.

**CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT**

This Agreement for professional engineering services is made between the CITY OF ROCK FALLS, Whiteside County, Illinois ("City"), and WILLETT HOFMANN & ASSOCIATES, INC., 809 East Second Street, Dixon, Illinois ("Engineer"), effective as of the date duly signed and executed by both parties.

1. **Description of Project.** Engineer agrees to perform professional services in connection with the Project as described on Exhibit 1, attached hereto and incorporated herein.

2. **Engineer's Services.** The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.

3. **Compensation.** The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.

4. **Termination.** This Agreement may be terminated by the City upon giving fourteen (14) days notice in writing to the Engineer. Upon such termination, the Engineer shall deliver to the City all drawings, specifications, partial and completed estimates and data, if any, completed pursuant to the Agreement up to the date of termination, with the understanding that all such material becomes the property of the City. The Engineer shall be paid for any services completed and any services partially completed up to the date of termination.

5. **Engineer's Responsibilities.** Engineer shall provide the services required hereunder in a manner consistent with that degree of care and skill ordinarily exercised by engineers under the same or similar circumstances. Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, but shall endeavor to advise the City and act as the City's professional representative in all phases of the project, and will give consultation and advice to the City during the performance of Engineer's services.

6. **City's Responsibilities.** The City shall provide all information reasonably available pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project. The City shall provide access to and make provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform its work under this Agreement. The City shall further give prompt notice to the Engineer whenever the City observes or otherwise becomes aware of any defect in the Project. The City shall obtain approval of all governmental authorities having jurisdiction over the Project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

7. **Indemnification.** Engineer shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the Engineer's services under this Agreement.

8. **Insurance.** Engineer shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Engineer's services under this Agreement. Engineer shall cause the City to be named as an additional insured on such coverage. The minimum coverage limits shall be as follows:

General Liability	
Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$3,000,000
Products – Comp/OP AGG	\$3,000,000
Automobile Liability	
Combined Single Limit (Ea accident)	\$1,000,000
Umbrella Liability	
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
Workers Compensation	Statutory Maximums
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease – Ea Employee	\$1,000,000

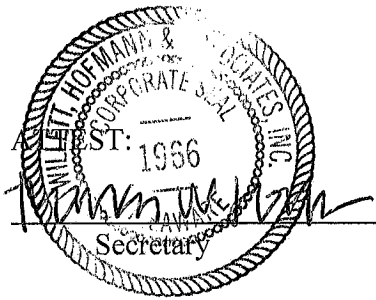
9. **Dispute Resolution.** Any claims or disputes between the City and the Engineer arising out of the services provided by the Engineer under this Agreement shall be submitted to non-binding mediation. In the event mediation does not result in resolution of any such dispute or claim, any litigation arising in any way from this Agreement shall be brought in the Circuit Court of the Fourteenth Judicial Circuit, Whiteside County, Illinois. The laws of the State of Illinois will govern the validity of this Agreement, and its interpretation and performance.

10. **Use and Ownership of Documents.** All plans, drawings, and specifications prepared by Engineer regarding the Project shall be delivered to the City at the conclusion of the Project and, provided payment has been made to Engineer as provided herein, shall become the sole property of the City.

11. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and may be amended only by written instrument signed by both parties.

WILLETT HOFMANN & ASSOCIATES,

By *Harold M. Gaud*
Vice-President
(Title)



CITY OF ROCK FALLS, ILLINOIS,

By _____
Mayor

ATTEST:

City Clerk

Exhibit 1
Project Description

The project scope consists of the re-construction of Galt Avenue, from the north side of W. 4th Street to the south side of the W. 5th Street intersection. Included in the re-construction are new curb and gutters on each side of Galt Avenue, for the full length of the block. Also included are new curb ramps, detectable warnings and driveway approaches.

Exhibit 2
Description of Services

Design Phase Engineering Services

The design phase engineering services will include preparation of plan and profile sheets, typical sections of the proposed roadway, cross sections at appropriate intervals, schedule and summary of quantities, special provisions, contract documents and bid opening.

Construction Phase Engineering Services

The construction engineering services include a pre-construction meeting, construction lay-out and staking, and construction observation through project close-out.

Exhibit 3
Compensation

We propose to perform the design and construction engineering services for the re-construction of Galt Avenue on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule. The design phase engineering services are estimated to be \$15,000.00. The construction engineering services are estimated to be \$14,000.00.



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

Exhibit 4
Effective April 2, 2017

GENERAL RATES FOR ENGINEERING SERVICES
(FIELD AND OFFICE)

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
Principal Engineering Manager	\$144.00	\$217.00	Regular Rate
Engineering Manager	\$122.00	\$190.00	Regular Rate
Civil Engineer IV	\$112.00	\$174.00	Regular Rate
Civil Engineer III	\$91.00	\$159.00	Regular Rate
Civil Engineering Intern II	\$85.00	\$141.00	Regular Rate
Civil Engineering Intern I	\$76.00	\$116.00	Regular Rate
Principal Architectural Manager	\$118.00	\$183.00	Regular Rate
Architect IV	\$118.00	\$183.00	Regular Rate
Architect III	\$106.00	\$165.00	Regular Rate
Architectural Intern II	\$91.00	\$144.00	Regular Rate
Architectural Intern I	\$76.00	\$119.00	Regular Rate
Prof. Land Surveyor Manager	\$97.00	\$150.00	Regular Rate
Prof. Land Surveyor IV	\$82.00	\$129.00	Regular Rate
Prof. Land Surveyor III	\$73.00	\$116.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$64.00	\$101.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$54.00	\$89.00	Regular Rate
Technician IV	\$73.00	\$113.00	1.3 x Regular Rate
Technician III	\$65.00	\$98.00	1.3 x Regular Rate
Technician II	\$57.00	\$89.00	1.3 x Regular Rate
Technician I	\$51.00	\$80.00	1.3 x Regular Rate
Survey Worker Foreman	\$76.00	\$116.00	1.3 x Regular Rate
Survey Worker	\$57.00	\$92.00	1.3 x Regular Rate
Administrative Assistant	\$45.00	\$77.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period.

BID TAB SHEET

CITY OF ROCK FALLS
Lawn Maintenance 2017

Bib Opening March 17th, 2017 10:00am

Company	Haenitsch's Lawn Services	Burger Bros. Trucking and Excavating	William's Lawn Care	L&L Lawn and Maintenance
Address	108 W Colden St. Polo IL	PO Box 107 Rock Falls	405 W. 20 th Street Rock Falls	3717 N. Fairmont St. #141 Davenport Iowa 52806
Phone	815-994-0396	815-625-3189	815-590-0602	563-340-9681
8-12" 50X75	60.00	70.00	95.00	31.16
8-12" 50X100	70.00	80.00	105.00	32.72
8-12" 50X150	90.00	90.00	120.00	34.77
8-12" 50X200	110.00	100.00	140.00	38.34
12" + 50x75	70.00	80.00	130.00	48.15
12" + 50x100	80.00	90.00	145.00	49.71
12" + 50x150	110.00	110.00	165.00	51.27
12" + 50x200	135.00	120.00	180.00	52.83

METROPOLITAN



PUMP COMPANY
A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX (815) 886-4573
www.metropolitanind.com

QUOTATION

Page 1 of 1

Rock Falls Water Department
PROJECT: Water Plant Metro-Cloud and
Control Panels Upgrade
Rock Falls, IL.
BIDS DUE: ASAP

TO: Ted Padilla
City of Rock Falls Water Superintendent

We are pleased to provide the following PROPOSAL for the equipment listed below:

Qty.	Description
1/L	Metropolitan Industries Metro-Cloud SCADA System to include entire water system
1	Main Water Plant Replacement Control Panel (parts breakdown attached)
1	Remote Water Tower control Panel (parts breakdown attached)
1/L	Labor to remove the existing control panels at each location and install new panels land wires
1/L	Labor to program both panels and to program the new Metrocloud SCADA System

Your cost for the above listed equipment, including freight, is: \$49,035.00
(Taxes not Included)

NOTES & CLARIFICATIONS:

- INCLUDED:** Only the equipment listed in the above description freight to jobsite, Installation, and startup
- NOT INCLUDED:** Anything not listed in the above description, offloading, and taxes.
The Monthly Cellular charge for the Metrocloud SCADA System is \$68.00 per month.
This charge is by contract with Metropolitan Industries and is not included in quote.

TERMS: Net 30 days from date of Invoice. All Invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____	Quotation No: <u>716W12803DLH</u>
Firm: _____	Submitted: <u>3-Apr-17</u>
By: _____	Void after: <u>30 Days</u>
Title: _____	Prepared By: <u>Daniel Howorth</u>

STANDARD CONDITIONS OF SALE
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of Invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, substantial and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL: and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge, F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfunctions or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferral period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.



FERGUSON WATERWORKS #2621
 1720 STATE ST
 DEKALB, IL 60115-2617

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

Deliver To: From: Ryan Raupp Comments:
--

13:16:10 MAR 10 2017

Page 1 of 2

FERGUSON WATERWORKS #2516
 Price Quotation
 Phone: 815-756-2800
 Fax: 815-756-2877

Bid No: B074212
 Bid Date: 09/14/16
 Quoted By: RDR

Cust Phone: 815-622-1106
 Terms: NET 10TH PROX

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

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

Cust PO#:

Job Name: 2018 COMMERCIAL MTRS

Item	Description	Quantity	Net Price	UM	Total
NED2J11RDF3	LF 2 T10 MTR V4 R900I CF	6	803.253	EA	4819.52
FNWNBSZ1K	2 ZN 150# FLG NUT/BLT SET	6	2.538	EA	15.23
C463225	2 RUB DI MTR GSKT	12	1.979	EA	23.75

SUBTOTAL					4858.50

NEQ2ARWF3	2 HP T/F CMPD MTR V4 R900I CF PIT	4	2024.390	EA	8097.56
FNWNBSZ1K	2 ZN 150# FLG NUT/BLT SET	4	2.540	EA	10.16
C463225	2 RUB DI MTR GSKT	8	1.979	EA	15.83

SUBTOTAL					8123.55

NEC3BRWF3	3 T/F CMPD MTR V4 R900I CF PIT	2	2878.050	EA	5756.10
FNWNBSZ1M	3 ZN 150# FLG NUT/BLT SET	4	3.025	EA	12.10
FNWR1FFGAM	3 RR 1/8 FF 150# GSKT	4	2.920	EA	11.68

SUBTOTAL					5779.88

NEC3CRWF3	4 T/F CMPD MTR V4 R900I CF PIT	1	3655.280	EA	3655.28
FNWNBSZ1P	4 ZN 150# FLG NUT/BLT SET	2	6.260	EA	12.52
FNWR1FFGAP	4 RR 1/8 FF 150# GSKT	2	4.232	EA	8.46

SUBTOTAL					3676.26

Net Total: \$22438.19
 Tax: \$0.00
 Freight: \$0.00
 Total: \$22438.19



FERGUSON WATERWORKS #2516
Price Quotation

Fax: 815-756-2877

13:16:10 MAR 10 2017

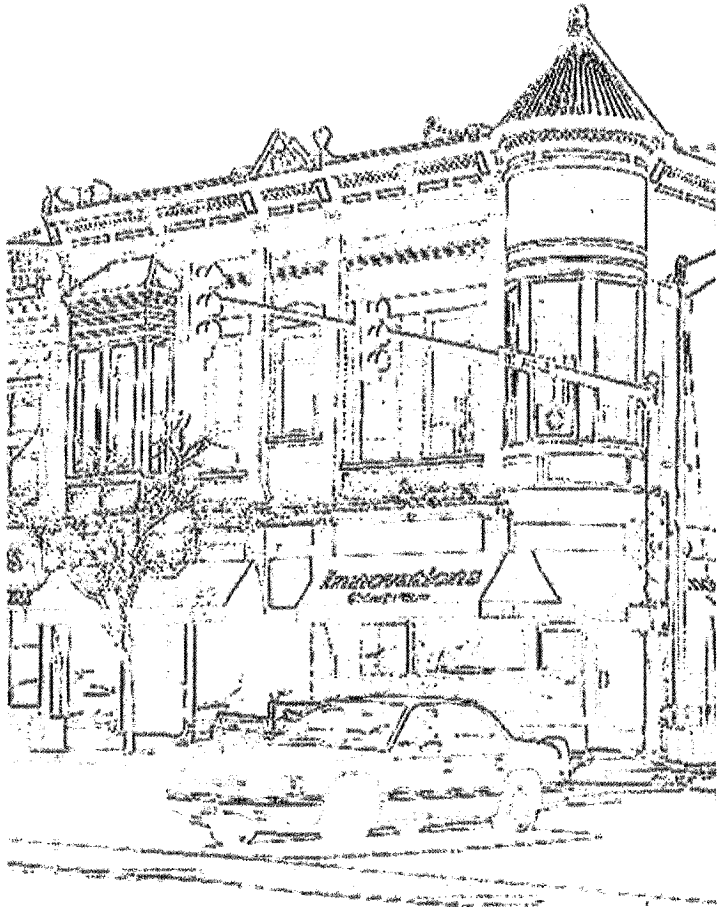
Reference No: B074212

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All Items are open market unless noted otherwise.

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



City of Rock Falls
Facade Improvement Grant
Application Packet

ADMINISTERED & FUNDED BY:

ROCK FALLS TOURISM

603 W. 10TH STREET, SUITE 1-A

ROCK FALLS, IL 61071

PH: (815) 590-7330

The following includes the Façade Improvement
Program Description & Grant Application



CITY OF ROCK FALLS

Facade Improvement Program Application Packet

Table of Contents

Description of Program.....2

Program Objectives2

Targeted Areas2

Eligible Projects2

Ineligible Projects3

Façade Improvement Committee3

Design Guidelines3-4

Architectural Guidelines4-6

Work Commences8

Project Completion Report/Final Inspection8

Reimbursement Request8

Project Timeline/Process Summary.....8

Forms.....10

 Application checklist11

 Application12-13

 Scope of Work.....14

 Written Description of Current Description of Building15

 Final Inspection Certification16

 Reimbursement Checklist18

 Submittal for Reimbursement20

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

Description of Program

Facade Improvement Program provides grant funds to property and business owners to be matched by their equal or greater investment of private funds for the purpose of restoring and renovating commercial storefronts and replacing deteriorated or poor quality commercial signs and awnings. Funds are provided as a grant via reimbursement after all projects costs have been paid. Business must be “open for business” before reimbursement is granted.

Program Objectives

- Encourage private investment in the visual improvement of storefronts, signs and awnings.
- Enhance the appearance of the streetscape
- Reduce vacancies in storefronts and upper floors
- Expand worker and shopper population in the Downtown area
- Provide a catalyst for others to improve their buildings
- Provide a cohesive appearance for all downtown storefronts and the newly developing Riverfront Areas

The Facade Improvement Program is administered and funded by the Rock Falls Tourism Committee (RFT). There will be \$20,000 budgeted for Fiscal Year 2016-2017 and will be awarded on a “first come, first serve” bases. Grant Determinations will be evaluated by Facade Improvement Committee (FIC). Work cannot begin until the FIC presents their evaluation to the Rock Falls Tourism Committee for final design approval and all necessary permits and fees have been paid and business must be “open for business” before funds are reimbursed.

Target Areas

West First Street	_____	1 st Avenue to 5 th Avenue
West Second Street	_____	1 st Avenue to 5 th Avenue
		1 st Avenue to Avenue A
First Avenue	_____	1 st Street to Dixon Avenue
Second Avenue	_____	West 2 nd to West 3 rd
Third Avenue	_____	West 2 nd to West 3 rd
Fourth Avenue	_____	West 2 nd to West 3 rd
Fifth Avenue	_____	West 2 nd to West 3 rd



Eligible Projects

The grant is a 50/50 matching grant. The owner must pay out the total cost of the project and be reimbursed 50% of the qualifying project cost up to \$5,000. Grant funds cannot be used for projects currently in progress or already completed. It is not the intent of the program to provide financial assistance to ongoing improvements that are considered regular building upkeep and maintenance.

Building must be located in the area designated (see map). If a buildings has an address that is located on a street within the grant program area but has other addresses contiguous to the main entrance, but those addresses are not in the grant program area, 75% of the designated area are eligible to apply. Tenant or lessees are eligible to apply if the building owner’s con- sent is provided in writing.

All work performed must comply with the City of Rock Falls’ ordinances, codes and regulations. It is the sole responsibility of the Grant applicant to obtain any and all zoning clearances, variances, permits and approvals before work commences. The project applicant must owe no outstanding property taxes, fees, judgments, or liens to the City of Rock Falls and have no outstanding code violations.

Some eligible projects would be aesthetic and structural signage improvements, awnings, lighting, doors and windows, exterior wall finishing, cornices and decorative detailing, and structural reinforcement. If project area is adjacent to an alleyway, these improvements may also be eligible. Other expenses may be eligible as determined by the FIC.

Urban Crossroads: Where City Life & Nature Meet

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

Ineligible Projects

Some ineligible expenses may be inappropriate materials and treatments, all interior improvements, roof and chimney repairs, electrical improvements as it pertains to interiors, security systems, personal property such as furniture and equipment, permits and fees. Some roof repairs may be included in the improvement if necessary to further the frontage facade improvements.

Routine property maintenance costs may not be included. Improvements completed or started prior to grant approval are not eligible. Grant funds may not be utilized for working capital, debt refinancing or for property acquisition.

Facade Improvement Committee

After the completed application is received, it will be reviewed by the Facade Improvement Committee (FIC). The FIC has the sole and absolute discretion to decide which proposed projects meet the guidelines and which projects will be awarded grants. The FIC has the right to request an additional bid when reviewing the application if the Committee feels a presented bid is exorbitant or inflated. The Committee will then be allowed to use the requested second bid to calculate the amount of grant funds allocated to the applicant if the second bid has a large variance. The FIC will meet on an as needed basis.

All applicants will receive a written response regarding eligibility and/or approval within four weeks of application submission. Applicant may be asked to clarify project specifics and/or provide samples of proposed materials to be used. FIC may award an amount less than the allowable maximum.

Project must be completed within 90 days of receiving the notification of award/approval. Additional time may be granted for completion if applicant provides documented explanation for the delay.

DESIGN GUIDELINES

LANDSCAPING AND SCREENING.

- A. *Entryways.* Development entryways shall be planted with ornamental plant material, such as ornamental trees, flowering shrubs and perennials, and ground covers
- B. *Street Trees.* If the BSO includes the planting of street trees, such street trees shall be installed along the public right-of-way for all developments. Street trees shall be illustrated on the landscape plan and shall be required in addition to any proposed on-site landscaping. Street trees shall be planted at fifty (50) foot intervals.
- C. *Parking Lot.* Parking lot landscaping shall be utilized to minimize the expansive appearance of parking lots and provide shaded parking area, and shall comply with Section 16-260 of the Municipal Code. The primary landscaping materials used in, and at the perimeter of, parking lots shall be trees that provide shade or are capable of providing shade at maturity. The perimeter of the parking area shall provide for a landscaped area in which trees and shrubs will be planted to screen parking areas from view and to allow snow storage capacity. Perimeter plantings shall be at the rate of one tree and/or grouping of three or more shrubs for every forty (40) lineal feet.
- D. *Building Foundation Landscaping.* Building foundations shall be planted with ornamental plant material, such as ornamental trees, flowering shrubs and perennials, and ground covers. Planting shall be massed and scaled as appropriate for the building.
- E. *General Yard Areas.* The development site should include additional general planting materials to provide visual appeal to the site. Groupings of shrubs with ornamental trees should be used.
- F. *Plant Materials.* The use of native plant species is strongly encouraged. Effective use of earth berms, existing topography, and pre-existing, high-quality vegetation is also encouraged as a component of the Landscaping plan.
- G. *Planting Size Specifications.* Deciduous trees shall be 1.5 inch to 2.5 inch minimum DBH. Coniferous trees shall be a minimum height of six (6) feet. Shrubs, hedges, and similar plantings shall be a minimum of 24 inches in height or the two-gallon (2-gal.) variety. All planting materials shall be guaranteed for a period of two (2) years from the date of planting. The installation of seed or sod shall be required for all yard areas.
- H. *Service Area Screening.* To the maximum extent feasible, areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such service areas shall not be visible from abutting streets or properties. Screening materials shall be the same as, or of equal quality to, the materials used for the principal building and landscaping.
- I. *Dumpster Enclosures.* Trash enclosures shall include adequate, accessible and convenient areas for collecting and loading recyclable materials. Trash enclosures shall be constructed of sturdy, durable, opaque materials (with trash receptacles screened from view) which are designed to be compatible with the project architecture, and shall not be located in a street yard. Trash enclosure screening should comply with Section 5-134(b) (3) (H) of this Guide.

Urban Crossroads: Where City Life & Nature Meet

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

Design Guideline (cont.)

- J. *Mechanicals/Utility Screening.* Mechanical/utility screening shall be an integral part of the building structure and architecture and not give the appearance of being “tacked on” to the exterior surfaces. All mechanical equipment and utilities shall be screened
- K. *Outdoor Storage, Sales, and Display Areas.* Non-enclosed areas for the storage and sales shall be permanently defined and screened with landscaping, walls and/or fences. Materials, colors, and design of screening walls and/or fences, and of any covering for such area, shall be compatible with those used as predominant materials and colors on the primary building(s). The height of stored or displayed inventory shall not exceed the height of the screening wall or fence. In addition, all fences/ walls shall comply with the standards set forth in Section.
- L. *Fencing and Walls.* All fencing should be designed as an integrated part of the site, and shall comply with Chapter Five Article X of the Municipal Code. Retaining walls shall comply with the standards outlined in Section 5-134(a)(1)(C) of this Guide.
- M. *Screening between residential and nonresidential uses.* Screening requirements between adjacent residential and nonresidential uses shall comply with the provisions outlined in Section 16-264 of the Municipal Code.

ARCHITECTURAL GUIDELINES

A. GENERAL

- 1. ARCHITECTURAL STYLE. Style is not restricted; evaluation of the appearance of a project shall be based on professional quality of its design, relationship to surroundings and the community.
- 2. CORPORATE IDENTITY. Corporate identity may be apparent yet reserved in its display.
- 3. FOUR-SIDED ARCHITECTURE. Continuing an architectural theme on all exposed exterior surfaces through the use of the same building materials shall be required.

B. BUILDING SCALE AND FAÇADE TREATMENTS

- 1. BUILDING SCALE. Height and scale of new development should be compatible with that of surrounding development. New development height should transition from the height of adjacent development to the maximum height of the proposed structure. Building scale shall be reduced through the proper use of window patterns, structural bays, roof overhangs, siding, awnings, moldings, fixtures, and other details.
- 2. BUILDING FAÇADES. Building façades should be articulated by using color, arrangement, or change in materials to emphasize the facade elements. The planes of the exterior walls may be varied in height, depth or direction. Design elements and detailing shall be continued completely around the structure. Such design elements shall include window treatments, awnings, trim detailing, and exterior wall materials.
- 3. BUILDING MATERIALS.
 - a. *Multi-Family Residential and Commercial Structures.*
 - i. Materials shall have good architectural character (i.e., strength, durability and quality) and shall be selected for harmony of the building with adjacent buildings and the surrounding community. Buildings shall have the same materials or materials that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public streets.
 - ii. Brick, architectural panels, pre-cast concrete, decorative (architectural) masonry block shall be utilized for at least seventy five percent (75%) of the exterior treatment of all buildings, exclusive of fenestration.
 - iii. Natural materials (i.e. cedar siding, brick, stone) are preferred materials for the exterior treatment of structures.
 - iv. Metal or steel external siding shall not be permitted as a construction material for building elevations. The use of metal/steel for roofing material is permissible and may be approved by the Building Committee based upon context and overall site design.
 - v. Exterior Insulation and Finish System (E.I.F.S.) or Dry-vit are permitted building materials and may be approved by the Community Services Department based upon context and overall site design.
 - b. *Industrial Structures.*
 - i. Materials shall have good durability and quality and shall be selected for compatibility with adjacent buildings and the surrounding developments.
 - ii. The façade of any building facing a public right-of-way shall be faced with brick, brick veneer, architectural panels, pre-cast concrete, decorative (architectural) masonry block, stone, glass, or similar materials.

Urban Crossroads: Where City Life & Nature Meet

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

Architectural Guidelines (cont.)

- iii. Metal siding shall not be utilized for any building elevation abutting a public right-of-way and may only be utilized for other elevations in conjunction with a brick or stone wainscoting. The use of metal/steel for roofing material is permissible and shall be approved by the Community Services Department based upon context and overall site design.
 - iv. Building elevations along a public right-of-way shall wrap around a minimum of twenty feet (20') or to a natural dividing point approved by the Plan Commission. Elevations facing side or rear yards shall be finished with materials complementary to the street elevations. Side and rear elevations that do not incorporate a significant proportion of the building material outlined above shall incorporate enhanced landscape and screening measures. Appropriateness and effectiveness shall be subject to Building department approval.
 - v. The use of staggered façades, articulated entryways, canopies, awning, bays, doors, windows, and variations in rooflines are strongly encouraged. Entries to industrial structures should portray a quality office appearance while being architecturally tied into the overall mass and building composition.
4. **BUILDING COLORS.** Building colors should contribute to the desired character and image of the City. Modifications to standardized prototype and corporate franchise designs may be required.
- a. Colors utilized in the project design shall be non-florescent, with bright or brilliant colors avoided. Earth tones such as gray, green, brown, burgundy, tan, and similar are encouraged.
 - b. All proposed color schemes shall be reviewed by the Building Committee on their individual merit.
5. **SERVICE AND LOADING AREAS.** Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets.
- a. Loading facilities shall be located at the rear or side of the development, and shall not be located in a required street yard setback. Loading facilities shall not be located within 50-feet of lands zoned or used for residential purposes.
 - b. Loading facilities shall be provided access to a public street and shall not interfere with a public right-of-way. In no instance shall loading areas rely on backing movements into a public right-of-way.
 - c. Screening for loading areas shall be incorporated in the required landscape plan. A combination of elements, including berms, walls, and plantings should be utilized to provide effective screening of loading areas. For double frontage lots, especially those abutting arterial and collector roadways, enhanced landscape and screening measures shall be incorporated into the site and landscape plans. Appropriateness and effectiveness shall be subject to Building Department approval.
6. **MULTIPLE BUILDINGS ON A DEVELOPMENT SITE.** Multiple buildings on the same site shall be designed to create a cohesive visual relationship between the buildings and shall comply with Section 5-134(b)(1) of this Guide.
7. **CONSTRUCTION PHASING.** When there is no alternative but to leave portions of a phased project in an unfinished state over a period longer than one year.(e.g. – expansion wall on industrial building), a mitigation plan shall be submitted and approved by the Community Services Department to ensure acceptable site conditions will be maintained.

C. SIGNAGE

All proposed and existing signs shall comply with the City of Rock Falls existing sign ordinance, outlined in Chapter 12.5 of the Municipal Code. Proposed signs should be part of a BSO Plan where applicable.

1. Wall signs shall be part of the architectural concept. Size, color, lettering, location, and arrangement shall be harmonious with the building design, and shall be compatible with signs on adjacent buildings. Signs shall have good proportions appropriate for the subject building and its surroundings (2) Ground or monument signs are strongly encouraged and should be designed to be compatible with the architecture and materials of the building. The same criteria applicable to wall signs shall apply to ground signs.
2. Identification signs of a prototype design shall conform to the criteria for building and ground signs.
3. Materials used in signs shall be harmonious with building design and surrounding landscape.
4. Every sign shall have good scale in its design and in its visual relationship to buildings and surroundings.
5. Colors shall be used harmoniously and with restraint. Excessive brightness and brilliant colors shall be avoided.

Urban Crossroads: Where City Life & Nature Meet

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

6. Lighting shall be harmonious with the design, and comply with the regulations outlined in Section 16-260(e) Of the Municipal Code.
7. The location and design of freestanding signs within a setback area should be coordinated with the landscape treatment.
8. Landscaping, including low growing shrubs, flower, and ground cover is to be provided at the base and full perimeter of such freestanding signs as outlined in Section 5-134(b)(3) of this Guide.

This is a partial list of Design Guidelines. If the project area for submission is not included in these guidelines, it is the applicant's responsibility to obtain copies of the applicable ordinances and permits from the City. Applicant must abide by all City ordinances and permits requirements. These may also be obtained by going to the City's website at www.rockfalls61071.com.

CITY OF ROCK FALLS

Urban Crossroads: Where City Life & Nature Meet

Rock Falls Tourism • 603 W. 10th Suite 1-A • Rock Falls, Illinois 61071
PH: (815) 380-2300 • CELL: (815) 590-7330 • director@visitrockfalls.com

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

Work Commences

Work related to the Facade Improvement Program may not begin until authorization from the FIC has been received. Funds spent before approval date will not be eligible for reimbursement. All facade improvement projects must be started within 60 days of project approval.

Project Completion Report/Final Inspection

All facade improvements must be completed within three (3) months of project approval, depending on the project size and business must be ready to serve the public before reimbursement will be granted.. An extension may be granted with documented explanation of cause of the delay and the approval of the FIC.

A final inspection will need to be performed by the City's Building Inspector to verify all applied work has been completed satisfactorily. Once the final inspection is complete and all requirements have been met, applicant can submit for reimbursement of

Reimbursement Request

Once work is completed and has been inspected and certified by City's Building Inspector, applicant should submit a copy of permit(s) (if not already submitted), copies of paid invoices from all contractors, proof of all payments (cancelled checks or credit card receipts), a copy of City's certification of completion, a signed Reimbursement Request form and digital copies or photos of all improvements completed to the FIC for review.

The FIC will review all submitted documents to insure all work was performed as outlined, then a check will be dispersed to reimburse for 50% of qualifying expenses.

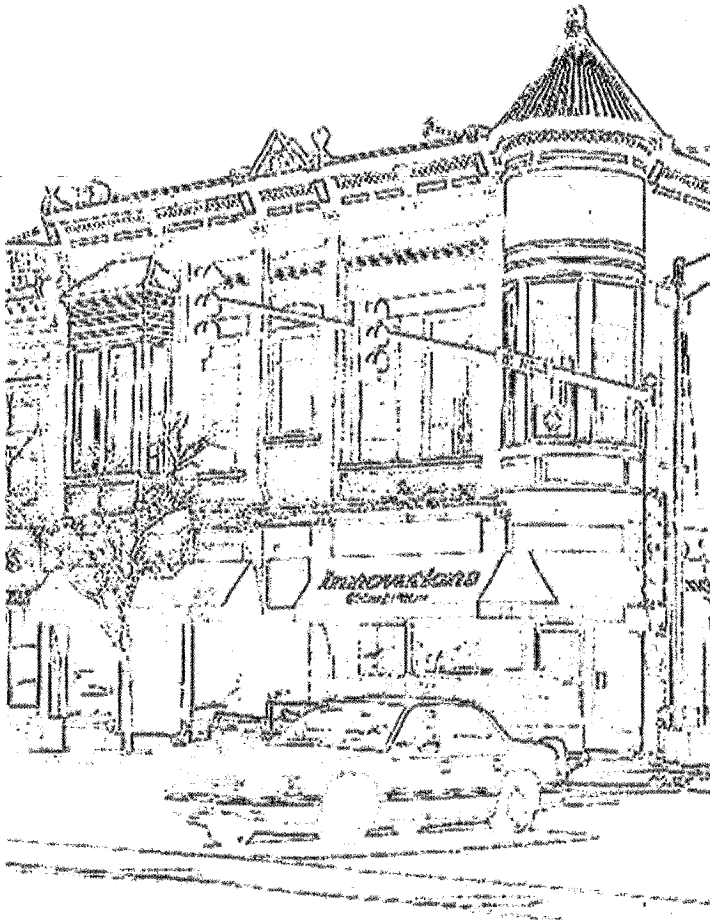
Project Timeline/Process Summary

- Application Is Completed And FIC Receives The Application
- FIC Reviews Application
- Rock Falls Tourism with the recommendation of FIC Approves Or Denies Design
- Written Notification Of Award Or Denial
- Work Commences
- Project Completion And Final Inspection Preformed
- Submission Of Final Documentations
- Reimbursement Request And Award

CITY OF ROCK FALLS

Urban Crossroads: Where City Life & Nature Meet

Rock Falls Tourism • 603 W. 10th Suite 1-A • Rock Falls, Illinois 61071
PH: (815) 380-2300 • CELL: (815) 590-7330 • director@visitrockfalls.com



FORMS

City of Rock Falls Facade Improvement Grant Application Packet

Urban Crossroads: Where City Life & Nature Meet

Rock Falls Tourism • 603 W. 10th Suite 1-A • Rock Falls, Illinois 61071
PH: (815) 380-2300 • CELL: (815) 590-7330 • director@visitrockfalls.com

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

Application Checklist

- Completed Application
- Completed Scope of Work Form
- Complete Written Description of Current Condition of Building
- Current Photos of Project Area and Building and Design Diagrams Of How the Project Will Appear After Work Is Completed
- Include Samples of All Materials and Finishes That Will Be Applied To the Facade
- Copies Of All Required Permits

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

APPLICATION

Estimated Total Project Cost \$ _____ Amount Requested \$ _____

Applicant Information

Name _____

Mailing address _____

Phone _____ Email address _____

Is applicant property owner: yes _____ no _____ (if no, please provide the following)

Property Owner's Name _____

Mailing address _____

Phone _____ Email address _____

If applicant is not property owner, the following must be completed by the property owner:

I certify that I, the owner of the property located at _____, authorize the applicant _____, to apply for a reimbursement grant under the Rock Falls Tourism's Facade Improvement Grant Program and to undertake the approved improvements.

Property Owner's Signature _____ Date _____

Property Information

Address of property to be improved _____

Property PIN _____

Name of Business _____

Description of Proposed Improvements _____

(attach a separate sheet if more space is needed)

Please describe why this proposed improvement project and funding is necessary to your business and the community _____

(attach a separate sheet if more space is needed)

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

I understand that the Facade Improvement Program Grant must be used for the project described in this application and that the Facade Improvement Committee must review the application and approve it prior to beginning construction. I understand that failure to comply with the approved application may result in losing my eligibility to receive funds.

I acknowledge that the Rock Falls Tourism Committee and the Facade Improvement Committee are obligated only to administer the grant procedures and is not liable to the applicant for any obligations or claims of any nature growing out of, arising out of or otherwise related to the project or application undertaken by the applicant.

Signature of Applicant

Date

Signature of Property Owner

Date

Return Completed Application to:	Rock Falls Tourism or	Rock Falls Building Department
	Attn: Janell Loos	Attn: Mark Searing
	603 W. 10 th Street, Suite 1-A	603 W. 10 th Street
	Rock Falls, IL 61071	Rock Falls, IL 61071

Questions: call (815) 622-1100 ext. 1132 or email at: director@visitrockfalls.com

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

SCOPE OF WORK

Address of property to be improved _____

Applicants name _____

Work	Cost
Permit (s), etc.	
Demolition	
Structural Reinforcement	
Masonry Repairs/Cleaning	
Window Replacement/Repair	
Door Replacement/Repair	
Storefront Replacement/Repair	
Painting	
Cornice Replacement/Repair	
Exterior Lighting	
Signage	
Awnings	
Alleyway	
Other*	
TOTAL	\$

*please add additional sheet if needed

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

FINAL INSPECTION CERTIFICATION

Date _____

Property Address _____

Applicant's Name _____

- Work Completed under authority of valid City of Rock Falls building permit
- Work Completed meets all applicable building codes as adopted by the City of Rock Falls
- Work completed fully conforms with project description submitted with the applicant's application for the Facade Improvement Program

Comments _____

Signature of City Inspector

Date

Printed Name of Inspector

Inspector's Title

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

REIMBURSEMENT CHECKLIST

Please submit the following information to the FIC once the approved work is complete and the final inspection has been performed:

- Copy of building permit(s)
- Copies of paid invoices from all contractors
- Proof of payment (cancelled check or credit card receipt)
- City's certification of completion (see attached)
- Submittal form for reimbursement (see attached)
- Digital copies or photos of all improvements completed
- Must have no outstanding obligations to the City of Rock Falls

CITY OF ROCK FALLS

Urban Crossroads: Where City Life & Nature Meet

Rock Falls Tourism • 603 W. 10th Suite 1-A • Rock Falls, Illinois 61071
PH: (815) 380-2300 • CELL: (815) 590-7330 • director@visitrockfalls.com

CITY OF ROCK FALLS

Facade Improvement Program Application Packet

SUBMITTAL FOR REIMBURSEMENT

Property Address _____

Applicant's Name _____

I, the undersigned, warrant that all representations of the application submitted under the Facade Improvement Program are true and accurate and that there has been no material change which would in itself or cumulatively with other events impair the profitable functioning of my business operation. All agreements, warranties and representations made to the City of Rock Falls are true at the time they were made and shall remain true at the time of submittal for reimbursement under the program.

The total amount of the grant approved was \$ _____ toward which I have as of this date paid \$ _____. I hereby attest that I have not received any other funds from a third party to pay for the work which is paid for by this grant. I hereby certify that the final Costs have been completed at the project address and they have been paid in full and my business is "open for business" as of this date.

Date: _____

Applicant Name: _____ (Print) _____ (Signature)

Date: _____

Property Owner: _____ (Print) _____ (Signature)
(if applicable)

REIMBURSEMENT AUTHORIZATION

Signature _____ Date _____

Print name _____ Title _____

Street	Feet	Sq Yard:	Rototill	Sap	Slag	Slag Oil	Slag Total	Slag Total	2 Coats TOTAL	Recomending
West 6th St - 5th Ave to 6th Ave	855 x 20	1,900	\$ 2,850.00	\$ 381.90	\$ 667.85	\$ 2,280.00			\$ 2,947.85	Rototill & 2 Coats
East 3rd - 1st Ave to Ave C	1960 x 30	6,534			\$ 2,296.70	\$ 6,079.59	\$ 8,376.29	\$ 8,376.29	\$ 16,752.57	2 coats slag
West 6th St - 11th Ave to 12th Ave	700 x 40	3,112	\$ 4,668.00	\$ 625.51	\$ 1,093.87	\$ 3,734.40	\$ 10,121.78	\$ 4,828.27	\$ 14,950.05	Rototill & 2 Coats
West 2nd Street - 5th Ave to 12th Ave	2799 X 36	11196			\$ 3,935.39	\$ 13,435.20	\$ 17,370.59	\$ 17,370.59	\$ 17,370.59	1 coat
Avenue A - Dixon Ave to East 5th St	350 x 35	1,362			\$ 478.74	\$ 1,634.40	\$ 2,113.14	\$ 2,113.14	\$ 4,226.29	2 coats slag
Avenue A - E 12th St South to End	1060 x 25	2,945			\$ 1,035.17	\$ 3,534.00	\$ 4,569.17	\$ 4,569.17	\$ 9,138.34	2 coats slag
West 13th St - 1st Ave to 5th Ave	800 x 25	2,222			\$ 781.03	\$ 2,666.40	\$ 3,447.43	\$ 3,447.43	\$ 6,894.87	2 coats slag
West 14th St - 1st Ave to 5th Ave	800 x 25	2,222			\$ 781.03	\$ 2,666.40	\$ 3,447.43	\$ 3,447.43	\$ 6,894.87	2 coats slag
West 15th St - 1st Ave to 5th Ave	800 x 25	2,222			\$ 781.03	\$ 2,666.40	\$ 3,447.43	\$ 3,447.43	\$ 6,894.87	2 coats slag
Lindy Ave - W 15th St to Route 30	525 x 25	1,459	\$ 2,188.50	\$ 293.26	\$ 512.84	\$ 1,750.80	\$ 4,745.40	\$ 2,263.64	\$ 7,009.04	Rototill & 2 Coats
Lindy Ave - w 19th St to W 21st St	540 x 30	1,800	\$ 2,700.00	\$ 361.80	\$ 632.70	\$ 2,160.00	\$ 5,854.50	\$ 2,792.70	\$ 8,647.20	Rototill & 2 Coats
5th Ave - W 6th to W 10th	1230 x 30	4100			\$ 1,441.15	\$ 4,920.00	\$ 6,361.15	\$ 6,361.15	\$ 12,722.30	2 coats slag
Alley Bet E 9th & E 10th F Ave A to C	1230 x 10	1367	\$ 2,050.50	\$ 274.77	\$ 480.50	\$ 1,640.40	\$ 4,446.17	\$ 2,120.90	\$ 6,567.07	Rototill & 2 Coats
Alley Bet E 8th & E 9th F Ave A to D	1700 x 10	1889	\$ 2,833.50	\$ 379.69	\$ 663.98	\$ 2,266.80	\$ 6,143.97	\$ 2,930.78	\$ 9,074.76	Rototill & 2 Coats
Alley Bet 7th & 8th Ave F W 2nd to W 5th	560 x 14	872	\$ 1,308.00	\$ 175.27	\$ 306.51	\$ 1,046.40	\$ 2,836.18	\$ 1,352.91	\$ 4,189.09	Rototill & 2 Coats
Alley Bet Dixon & E 4th F Ave B to C	350 x 15	584	\$ 876.00	\$ 117.38	\$ 205.28	\$ 700.80	\$ 1,899.46	\$ 906.08	\$ 2,805.54	Rototill & 2 Coats
									\$ 137,085.27	

		Blacktop	Grind	Sub Total	Core Out	Total	
5th Ave - W 5th to W 6th	515 x 30	1717	\$ 20,545.30	\$ 20,545.30	\$ 41,000.00	\$ 61,545.30	Blacktop
S 13th - W 22nd St to W 17th St	1640 x 35	6378	\$ 76,317.95	\$ 25,512.00	\$ 101,829.95	0 \$ 101,829.95	Blacktop

\$ 300,460.51

Resolution 2017 - 759

RESOLUTION APPROVING GRANT OF LICENSE TO USE REAL ESTATE

WHEREAS, David Barajas, Sr., designated herein as "Owner", owns a building at 110 West Second Street in the City of Rock Falls, Illinois; and

WHEREAS, the City has requested the right to utilize the building for a short term as a Headquarters for the Sesquicentennial Celebration of the City; and

WHEREAS, Owner has offered to grant to the City a license to use the building for such purposes for a short term not extending beyond September 1, 2017; and

WHEREAS, the City Council has considered the conditions to be applicable to the grant of license in the form as attached hereto, and has determined that the City should accept the grant of licensee of real estate and the conditions thereto as are set forth and stated therein.

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

1. The recitals in the preamble paragraphs to this resolution are declared to be true and accurate and are incorporated herein.
2. The City Council does hereby approve the Grant of licenses in the form as attached hereto, and the Mayor is directed to execute the same with the signature of Owner thereto.
3. This resolution shall become effective upon adoption thereof by the City Council.

Passed this _____ day of _____, 2017.

ATTEST:

Mayor William B. Wescott

City Clerk

Alderman Voting Aye

Alderman Voting Nay

GRANT OF LICENSE TO USE REAL ESTATE

Owner(s), DAVID BARAJAS, SR., hereby grants to Licensee, the CITY OF ROCK FALLS, ILLINOIS, a license to occupy and use the following described property, to-wit:

The building located at 110 West Second Street, Rock Falls, IL

upon the terms and conditions hereinafter set forth which are hereby agreed to by said parties, for the use of the Sesquicentennial Planning Committee appointed by the City Council of City.

1. The term of this Agreement shall be on a month-to-month basis, until either party terminates the same by giving the other party ten (10) days written notice of termination.
2. Licensee shall be responsible for the payment of all utilities and services.
3. No pets shall be brought on the premises without the prior written consent of the Owner.
4. It is the Licensee's responsibility to comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of said premises.
5. Licensee shall not assign this Agreement or grant to any other person any right to use any portion of the premises without the prior written consent of the Owner.
6. Licensee acknowledges that the premises are in good order and repair. Licensee shall, at its own expense, and at all times, maintain the premises in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good as condition as received, normal wear and tear excepted. Licensee shall be responsible for all repairs for damages caused by her negligence and that of her family or invitees or guests. Licensee shall not paint, paper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Licensee shall not be responsible for any repairs to the premises or any of the components or equipment located therein.
7. Licensee shall permit Owners or Owners' agents to enter the premises at reasonable times upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective Licensees or purchasers, or for making necessary repairs.
8. If Owners are unable to deliver possession of the premises at the commencement hereof, Owners shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Licensee shall not be liable for any utilities until possession is delivered. Licensee may terminate this Agreement if possession is not delivered within ten (10) days of the commencement of the term hereof.
9. Any failure by Licensee to pay utility charges when due, or to perform any of the

terms and conditions hereof, shall, at the sole option of the Owners, terminate all rights of Licensee hereunder. In the event of a default by Licensee, Owners may elect to (a) continue the Agreement in effect and enforce all their rights and remedies hereunder, including the right to recover utility charges, or (b) at any time, terminate all of the Licensee's rights hereunder and recover from Licensee all damages they may incur by reason of the breach, including, but not limited to, the cost of evicting Licensee from the premises, and reasonable attorneys' fees, and court costs in the prosecution of any suit in any manner arising hereunder. Licensee agrees to maintain public liability insurance insuring against loss, claims, causes of action or damages arising from the use or occupancy of the premises by Licensee, and agrees to hold Owner harmless from loss arising from such claims or damages as result from or arise from Licensee's use or occupancy of the premises, except such claims as may be the result or arise from actions of Owner or his agents, or which may be the result of any condition of the premises.

10. Any holding over after expiration of this Agreement with the consent of the Owners, shall be construed as a continuation of the License granted hereby in accordance with the terms hereof, as applicable.

11. Time is of the essence of this Agreement.

12. This Agreement constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

Dated this ____ of April, 2017.

OWNER

LICENSEE: City of Rock Falls

By: _____

**ORDINANCE AUTHORIZING EXECUTION OF
COLLECTIVE BARGAINING AGREEMENT WITH ILLINOIS FRATERNAL ORDER
OF POLICE COUNCIL**

WHEREAS, the City has heretofore entered into a collective bargaining agreement with the F.O.P. Lodge #215 governing patrol officers within the police department of the City; and,

WHEREAS, a revised Collective Bargaining Agreement with F.O.P. Lodge #215 covering the period May 1, 2017 through April 30, 2020 has been proposed for approval and ratification by the City Council; and,

WHEREAS, the form of revised Collective Bargaining Agreement covering the period May 1, 2017 through April 30, 2020 is attached hereto and incorporated into this ordinance; and

WHEREAS, said revised collective bargaining agreement has been approved and ratified by the members of F.O.P. Lodge #215 ; and,

WHEREAS, the terms and provisions of the Collective Bargaining Agreement attached hereto have been reviewed and should be approved by the City Council of the City of Rock Falls;

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

1. The Collective Bargaining Agreement with the F.O.P. Lodge #215 , covering the period May 1, 2017 through April 30, 2020, in the form as attached hereto, is hereby approved and ratified by the City Council of the City of Rock Falls.
2. The approval of the Collective Bargaining Agreement authorized by this Ordinance is contingent upon the approval and ratification thereof by the members of the Collective Bargaining Unit, and failure to ratify on or before April 30, 2017 shall constitute a rejection of the agreement, and rescission of the approval given herein.
2. The Mayor and City Clerk are authorized and directed to execute the Collective Bargaining Agreement, in such numbers of duplicate original forms, as may be required, as the act of the City and to cause the Collective Bargaining Agreement to be filed with the Illinois Labor Relations Board, all as required by statute.

Passed this ____ day of _____, 2017.

ATTEST:

Mayor William B. Wescott

City Clerk

Alderman Voting Aye

Alderman Voting Nay
