

# City of Rock Falls

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

*Mayor*

William B. Wescott  
815-380-5333

*City Administrator*

Robbin D. Blackert  
815-564-1366



*City Clerk*

Eric Arduini  
815-622-1104

*City Treasurer*

Kay Abner  
815-622-1100

## City Council Agenda Rock Falls Council Chambers September 19th, 2017 6:30 p.m.

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

**Audience Requests:**

**Proclamation:**

1. Proclamation recognizing Immanuel Evangelical Lutheran Church on the occasion of their 140<sup>th</sup> Anniversary on Sunday, September 24, 2017.

**Community Affairs:**

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

**Consent Agenda:**

1. Approve the Minutes of the September 5th, 2017 Regular Council Meeting.
2. Approval of bills as presented.

**Ordinance First Reading:**

1. Approval of **Ordinance 2017-2340** sale/transfer of 2001 Dodge 1500 truck to Firehouse Ministries.
2. Approval of **Ordinance 2017-2341** authorizing a lease agreement with Firehouse of God Ministries for property to be used as a recycling center at 2400 1<sup>st</sup> Avenue.
3. Approval of **Ordinance 2017-2342** authorizing a lease agreement with Firehouse of God Ministries for property to be used as the Fire Museum at 403 West 2<sup>nd</sup> Street.

**Ordinance Second Reading / Adoption:**

1. Adoption of **Ordinance 2017-2333** amending Section 20-150 (c) (2) and Section 20-150 (c) (4) Open Burning prohibited.
2. Adoption of **Ordinance 2017-2336** amending Section 32-87(d) to add 5/8" meter for multiple residential or multiple commercial units.
3. Adoption of **Ordinance 2017-2337** adding subparagraph (77) to Section 18-152 Prohibited Areas to prohibit parking along the north side of west 16th Street from 1st Ave. to Lindy Ave.
4. Adoption of **Ordinance 2017-2339** Amending Section 32-431 Economic Rate Rider.

**City Administrator Robbin Blackert:**

1. Approval of the recommendation of the Planning & Zoning Commission for the rezoning request for 1409 Shore Acres Road (R2/SPU to B-2) located within 1 ½ miles of the city limits.
2. Approval of **Resolution 2017-771** authorizing the Mayor to execute a modified settlement agreement and release with Sjostrom & Sons Inc. and Spaans Babcock.

**Information/Correspondence:**

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

**Department Heads:**

Water Reclamation- Ed Cox  
Electric- Dick Simon  
Police Chief- Chief Tammy Nelson  
Fire Chief- Chief Gary Cook  
Building Inspector- Mark Searing  
Water – Ted Padilla  
Street - Larry Spinka  
Utility Office - Diane Hatfield  
Tourism – Janell Loos  
Broadband – Wayne Shafer

**Ward Reports:**

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

**Mayor's Report:**

1. Appoint with the advice and consent of the City Council Alderman Glen Kuhlemier as Mayor Pro -Tem for the period September 20<sup>th</sup> - 22<sup>nd</sup>, 2017.

**Executive Session:**

**Any action taken from Executive Session:**

**Adjournment:**

**Next City Council Meeting 10-3-2017**

Posted 09-15-2017

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.

**PROCLAMATION**  
**IMMANUEL EVANGELICAL LUTHERAN CHURCH**  
**140<sup>TH</sup> ANNIVERSARY DAY**  
**SEPTEMBER 24, 2017**

*WHEREAS*, Immanuel Evangelical Lutheran Church whose origins are that of German decent, is commemorating its 140<sup>th</sup> church anniversary on September 24, 2017; and

*WHEREAS*, on June 17, 1877, God gave a group of dynamic trailblazers, under the leadership of the Church's first pastor of record, Rev A. Stoll, a vision to help establish a permanent place of worship on property donated by Mr. Abner Merrill on what then was Payson Street (now the corner of 8<sup>th</sup> Avenue and West 5<sup>th</sup> Street); being Immanuel Evangelical Lutheran Church.

*WHEREAS*, in later years, with every new pastor that came through Immanuel Evangelical Lutheran Church, it appeared that God gave each a vision to do something that would improve and enrich the church family and the community; and

*WHEREAS*, the church's soaring steeple, everyday sounds out to the community a tolling of its bells to the people of the Rock Falls Community; and

*WHEREAS*, under the leadership of the Holy Spirit, the current Pastor Bree Truax, the church leadership team, the congregation members, and with the support of the Evangelical Lutheran Church in America the church continues to grow and has seen many improvements and growth of the church properties over the years to keep pace with the congregation and the church's mission; and

*NOW, THEREFORE*, I William B. Wescott, Mayor and the elected officials of the City of Rock Falls, Illinois, hereby honor the 140<sup>th</sup> anniversary of Immanuel Evangelical Lutheran Church and hereby proclaim, Sunday September 24, 2017, as Immanuel Evangelical Lutheran Church Day in the City and urge all citizens pay special tribute to the church on the occasion of their 140<sup>th</sup> anniversary.

Passed this 19<sup>th</sup> day of September 2017.

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

ATTEST:

\_\_\_\_\_  
Eric Arduini, City Clerk

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

September 5th, 2017

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order by Mayor William B. Wescott at 6:30 p.m. on September 5th, 2017 in the Council Chambers of Rock Falls.

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

**Audience Request:**

Madeline LeFevre representing the Student Council of Rock Falls High School addressed the Council concerning road closures for the Homecoming Parade. The Parade will take the standard route, and the Police Chief has already been notified of the parade. The parade will be held on Thursday September 14<sup>th</sup> at 5:30pm, and will last one hour. A motion to approve the parade request was made by Alderman Snow, and second by Alderman Logan.

**Vote 8 aye, motion carried**

**Consent Agenda:**

The consent agenda was read aloud by Clerk Arduini. A motion to approve the consent agenda as presented by omnibus designation was made by Alderman Snow and second by Alderman Folsom.

1. Approval the Minutes of the August 15th, 2017 Regular Council Meeting.
2. Approval of bills as presented.
3. Approval of **Resolution 2017-770** adopting the current APPA Safety Manual for the Electric Utility.

**Vote 8 aye, motion carried**

**Ordinance First Reading:**

City Clerk Eric Arduini read aloud the ordinances for first reading. A motion to approve the first reading of the following ordinances was made by Alderman Schuneman, and second by Alderman Sobottka.

1. Approval of **Ordinance 2017-2333** amending Section 20-150 (c) (2) and Section 20-150 (c) (4) Open Burning prohibited.
2. Approval of **Ordinance 2017-2336** amending Section 32-87(d) to add 5/8" meter for multiple residential or multiple commercial units.

3. Approval of **Ordinance 2017-2337** adding subparagraph (77) to Section 18-152 Prohibited Areas to prohibit parking along the north side of west 16<sup>th</sup> Street from 1<sup>st</sup> Ave. to Lindy Ave.

4. Approval of **Ordinance 2017-2339** Amending Section 32-431 Economic Rate Rider.

**Viva Voce Vote, Motion Carried**

**Ordinance Second Reading / Adoption:**

A motion was made by Alderman Snow, and second by Alderman Logan for the adoption of **Ordinance 2017-2334** correcting a numerical error in **Ordinance 2017-2330**.  
**Vote 8 aye, motion carried**

A motion was made by Alderman Kuhlemier and second by Alderman Reitzel for the adoption of Adoption of **Ordinance 2017-2335** authorizing the execution of a settlement agreement and release with Sjostrom, and Spaans Babcock.  
**Vote 8 aye, motion carried**

**Information/Correspondence:**

**Eric Arduini, City Clerk**

A motion was made by Alderman Snow, and second by Alderman Kuhlemier for the approval of the low bid from Jeff Behren's Excavating 2608 Prophetstown Road Rock Falls, Illinois for the demolition of the house at 601 West 7th Street in the amount of \$6486.00. Alderman Kuhlemier stated that this has been a long time in the process.  
**Vote 8 aye, motion carried**

A motion was made by Alderman Kuhlemier, and second by Alderman Sobottka to refer the application for rezoning of 1409 Shore Acres Road Rock Falls, IL to the Planning and Zoning Commission meeting on September 14th, 2017 for consideration as it is within the 1 ½ mile area of city limits.  
**Vote 8 aye, motion carried**

**Department Heads:**

**Water Reclamation - Ed Cox**

A motion was made by Alderman Snow, and second by Alderman Schuneman for the approval of the Contract with Stanley Consultants, Inc., 8501 W. Higgins Road, Suite 730, Chicago, IL 60631 in an amount not to exceed \$40,000, for drafting of IEPA low interest loan program application for slip lining of sanitary sewer lines. The sliplining will be 3200 feet from 3<sup>rd</sup> Avenue to the High School s-curve, and 1000 feet from Leroy Avenue to 5<sup>th</sup> Street along 8th Avenue. The sliplining will include all manholes.

**Vote 8 aye, motion carried**

**Fire - Chief Gary Cook**

Chief Cook informed the committee that the Fire Department has now installed markers along all of the Hennepin Feeder Canal every quarter mile to Illinois Route 172. The markers have already been used once to help locate an injured man who broke his leg.

**Water - Ted Padilla (Alderman Schuneman)**

A motion was made by Alderman Kuhlemier, and second by Alderman Logan for the approval of water tower maintenance not to exceed \$12,050 by National Wash Authority, LLC, 100 N. Jackson Street, Morrison, IL 61270. This is for the Industrial Park water tower.

**Vote 8 aye, motion carried**

A motion was made by Alderman Kuhlemier, and second by Alderman Logan for the approval of the 14<sup>th</sup> Avenue - Bennett Drive watermain boring project not to exceed \$16,000 to Go Excavating, 447 South Hancock Avenue, Freeport, IL 61032.

**Vote 8 aye, motion carried**

**Tourism - Janell Loos**

A motion was made by Alderman Logan, and second by Alderman Reitzel to approve the RB&W District use request for and waiver of fees for Bridge the Community on September 16<sup>th</sup>, 2017. The event will be using the park and the stage.

**Vote 8 aye, motion carried**

Director Loos informed the Council that the Pink Heals Tour will be September 23<sup>rd</sup> and 24<sup>th</sup>. There will be 4 separate "Pink Parties" The events are for survivors, and people dealing with any type of cancer. On September 23<sup>rd</sup> there will be an event at the CGH Main Clinic during the day, and that night at the RB&W District with lots of freebies and fireworks. On September 24<sup>th</sup> the Pink Heals Tour will be at the Scarecrow Festival on Hennepin Avenue in Dixon, and at Morrison's first annual Family Fun Day at Resthave Home.

**Broadband - Wayne Shafer**

A motion was made by Alderman Schuneman, and second by Alderman Logan to reject all bids for the broadband network buildout.

**Vote 8 aye, motion carried**

## **Ward Reports:**

### **Ward 1:**

Alderman Daehle Reitzel stated that he is glad to see the Riverfront being used for the 5K-10K run.

### **Ward 2:**

Alderman Glen Kuhlemier said that he has had a good chance to view the construction equipment being used along 10<sup>th</sup> Street for the NICOR project.

Alderman Brian Snow has had inquiries about when the street sweeper will be running on the new slag roads. Larry Spinka informed him that they will be running later this month. He also wanted to remind residents that it is National Suicide Awareness Month, and to talk to kids if they see any signs of depression.

## **Mayor's Report:**

Mayor Wescott explained that the hotels had been added to the Tourism Committee to give them a voice, but it has made it hard to get a quorum due to poor attendance. A motion was made by Alderman Snow, and second by Alderman Folsom to appoint Brian Tribley to the Tourism Committee and change the hotel representatives to advisory members only.

**Vote 8 aye, motion carried**

A motion was made by Alderman Snow, and second by Alderman Schuneman for the approval of **Resolution 2017-769** Conveyance of title to the City from IDOT for a strip of land currently Rt. 40 right of way. Mayor Wescott explained that this is near the Schmitt property, and old Route 40 is still on the books. When discussing the entrances with IDOT they had decided to convey the property to the City as long as it is only used for public access.

**Vote 8 aye, motion carried**

A motion was made by Alderman Logan and second by Alderman Folsom to appoint Mr. Shane Brown as a residential user outside of City limits, Mr. Tom J Myers as a business user, and Mr. Kim Groharing as a residential user to the Utilities Committee for a period of (3) years 9-5-2017 to 9-5-2020.

**Vote 7 aye, 1 nay (Kleckler) motion carried**

A motion was made by Alderman Folsom and second by Alderman Logan to remove City Administrator Robbin Blackert from the Utilities Committee as a voting member to the role of advisory member.

**Vote 8 aye, motion carried**



A motion was made by Alderman Schuneman, and second by Alderman Logan to enter executive Session for Section 2(c)(6) Purchase or Lease of Real Estate.

**Vote 8 aye, motion carried**

City Council entered Executive Session at 7:03pm

City Council returned to regular session at 7:12pm

A motion was made by Alderman Sobottka, and second by Alderman Schuneman for the adoption of **Ordinance 2017-2338** Purchase of interest in real estate for mineral rights of the land east of route 40.

**Vote 8 aye, motion carried**

With nothing else for the good of the Council a motion was made by Alderman Sobottka and second by Alderman Folsom to adjourn the meeting at 7:14pm.

**Viva Voce Vote, motion carried**

Meeting is adjourned at 7:14pm



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois September 19, 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              |                     | \$1,432.42          |
| Tourism                            |                     | \$629.39            |
| General Fund                       |                     | \$79,417.48         |
| Industrial Development             |                     | \$0.00              |
| Tax Increment Financing            |                     | \$0.00              |
| Electric                           | Electric O & M      | \$476,869.86        |
| Broadband Fund                     |                     | \$970.58            |
| Fiber Optic/Broadband (Tax Exempt) |                     | \$0.00              |
| Fiber Optic/Broadband (Taxable)    |                     | \$2,919.31          |
| GIS/IT Fund                        |                     | \$0.00              |
| Sewer                              | Sewer Revenue/O & M | \$40,271.40         |
| Water                              | Water Revenue/O & M | \$93,548.13         |
| Garbage                            |                     | \$34,294.08         |
| Customer Service Center            |                     | \$3,518.35          |
| D.U.I. Fund                        |                     | \$0.00              |
| Drug Fund                          |                     | \$0.00              |
| Tobacco Grant                      |                     | \$0.00              |
| Safe Passage/Non Evidentiary       |                     | \$0.00              |
| Motor Fuel Tax                     |                     | \$779.57            |
| Customer Utility Deposits          |                     | \$3,772.35          |
|                                    |                     | <u>\$738,422.92</u> |

Alderman Kuhlemier  
Alderman Logan  
Alderman Kleckler

DATE: 09/14/2017  
TIME: 14:23:22  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/15/2017

| VENDOR #                  | NAME                          | PAID THIS<br>FISCAL YEAR | AMOUNT DUE |
|---------------------------|-------------------------------|--------------------------|------------|
| R F SESQUICENTENNIAL FUND |                               |                          |            |
| 04                        | R F SESQUICENTENNIAL FUND     |                          |            |
| 2727                      | HALO BRANDED SOLUTIONS INC    | 4,404.28                 | 195.56     |
| 5015                      | CARD SERVICE CENTER           | 35,015.41                | 17.70      |
| T0004344                  | REGIONAL MEDIA                | 452.18                   | 956.50     |
|                           | R F SESQUICENTENNIAL FUND     |                          | 1,169.76   |
| TOURISM                   |                               |                          |            |
| 05                        | TOURISM                       |                          |            |
| 5015                      | CARD SERVICE CENTER           | 35,015.41                | 508.23     |
| 795                       | SBM BUSINESS EQUIPMENT CENTER | 3,452.13                 | 26.50      |
|                           | TOURISM                       |                          | 534.73     |
| GENERAL FUND              |                               |                          |            |
| 01                        | ADMINISTRATION                |                          |            |
| 4571                      | CHARLES SCHWAB & CO, INC.     | 4,783.61                 | 63.08      |
| 4834                      | GARY R CAMPBELL               | 100.90                   | 50.95      |
| 4937                      | QUAD CITY BANK & TRUST        | 282,337.35               | 63.08      |
| 5015                      | CARD SERVICE CENTER           | 35,015.41                | 620.00     |
| 5118                      | SIKICH, LLP                   | 28,100.00                | 3,300.00   |
| 5168                      | MWM CONSULTING GROUP, INC     |                          | 13,075.00  |
| 829                       | SELF HELP ENTERPRISE          | 226.00                   | 236.30     |
| T0004462                  | MATEER, GOFF & ASSOCIATES     |                          | 36.05      |
|                           | ADMINISTRATION                |                          | 17,444.46  |
| 04                        | BUILDING                      |                          |            |
| 5189                      | MANPOWER                      | 24,308.46                | 482.28     |
| 795                       | SBM BUSINESS EQUIPMENT CENTER | 3,452.13                 | 42.13      |
| 837                       | SHELL                         | 23,357.99                | 56.26      |
|                           | BUILDING                      |                          | 580.67     |
| 05                        | CITY CLERK'S OFFICE           |                          |            |
| 4053                      | NORTHWESTERN IL MUNICIPAL     |                          | 65.00      |
| 5015                      | CARD SERVICE CENTER           | 35,015.41                | 46.06      |

INVOICES DUE ON/BEFORE 09/15/2017

| VENDOR #     | NAME                           | PAID THIS FISCAL YEAR | AMOUNT DUE |
|--------------|--------------------------------|-----------------------|------------|
| GENERAL FUND |                                |                       |            |
| 05           | CITY CLERK'S OFFICE            |                       |            |
| 795          | SBM BUSINESS EQUIPMENT CENTER  | 3,452.13              | 80.00      |
|              | CITY CLERK'S OFFICE            |                       | 191.06     |
| 06           | POLICE                         |                       |            |
| 1448         | IL DEPT OF CENTRAL MGMT SERV   | 1,062.50              | 354.16     |
| 1935         | SCHUNEMAN INSURANCE AGENCY     |                       | 110.00     |
| 350          | GISI BROS. INC.                | 5,885.08              | 610.52     |
| 432          | ILLINOIS FIRE & POLICE         |                       | 492.50     |
| 4444         | PUBLIC SAFETY CENTER, INC.     | 62.46                 | 82.54      |
| 4937         | QUAD CITY BANK & TRUST         | 282,337.35            | 13,473.75  |
| 5015         | CARD SERVICE CENTER            | 35,015.41             | 2,359.18   |
| 5109         | ELISE DUSEK                    |                       | 300.00     |
| 5189         | MANPOWER                       | 24,308.46             | 1,042.50   |
| 55           | ARAMARK UNIFORM SERVICES, INC. | 8,527.41              | 67.47      |
| 651          | NICOR                          | 6,881.46              | 26.05      |
| 837          | SHELL                          | 23,357.99             | 2,222.41   |
|              | POLICE                         |                       | 21,141.08  |
| 07           | CODE HEARING DEPARTMENT        |                       |            |
| 4931         | MUNICIPAL SYSTEMS INC          | 3,575.92              | 916.20     |
|              | CODE HEARING DEPARTMENT        |                       | 916.20     |
| 10           | STREET                         |                       |            |
| 55           | ARAMARK UNIFORM SERVICES, INC. | 8,527.41              | 128.41     |
| 837          | SHELL                          | 23,357.99             | 941.32     |
|              | STREET                         |                       | 1,069.73   |
| 12           | PUBLIC PROPERTY                |                       |            |
| 1165         | COMPLETE ELECTRICAL CONTR. INC | 12,114.33             | 171.30     |
| 1493         | WILLIAM & MARY COMPUTER CENTER | 23,939.35             | 2,190.50   |
| 5015         | CARD SERVICE CENTER            | 35,015.41             | 142.19     |
| 651          | NICOR                          | 6,881.46              | 85.65      |
|              | PUBLIC PROPERTY                |                       | 2,589.64   |

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/15/2017

| VENDOR #                      | NAME                           | PAID THIS<br>FISCAL YEAR | AMOUNT DUE |
|-------------------------------|--------------------------------|--------------------------|------------|
| GENERAL FUND                  |                                |                          |            |
| 13                            | FIRE                           |                          |            |
| 1935                          | SCHUNEMAN INSURANCE AGENCY     |                          | 110.00     |
| 194                           | GRUMMERT'S HARDWARE - R.F.     | 3,000.53                 | 5.90       |
| 34                            | ALTORFER INC.                  | 29,016.72                | 14.93      |
| 4010                          | DIXON OTTAWA COMMUNICATIONS    | 66.00                    | 135.00     |
| 4207                          | O'REILLY AUTOMOTIVE INC        | 2,701.20                 | 57.99      |
| 432                           | ILLINOIS FIRE & POLICE         |                          | 492.50     |
| 4385                          | DINGES FIRE COMPANY            | 2,611.20                 | 449.92     |
| 4661                          | HAIGES MACHINERY, INC.         | 245.00                   | 803.38     |
| 5015                          | CARD SERVICE CENTER            | 35,015.41                | 78.58      |
| 5169                          | MOTOROLA SOLUTIONS             |                          | 100.00     |
| 651                           | NICOR                          | 6,881.46                 | 78.18      |
| 837                           | SHELL                          | 23,357.99                | 586.16     |
| T0003483                      | B & A GLASS                    | 180.00                   | 135.92     |
|                               | FIRE                           |                          | 3,048.46   |
| BUILDING CODE DEMOLITION FUND |                                |                          |            |
| 12                            | BUILDING CODE DEMOLITION FUND  |                          |            |
| 4027                          | WHITESIDE COUNTY RECORDER      | 1,906.00                 | 341.00     |
|                               | BUILDING CODE DEMOLITION FUND  |                          | 341.00     |
| ELECTRIC FUND                 |                                |                          |            |
| 20                            | OPERATION & MAINTENANCE        |                          |            |
| 1853                          | MOORE TIRES INC.               | 4,110.72                 | 23.50      |
| 194                           | GRUMMERT'S HARDWARE - R.F.     | 3,000.53                 | 13.03      |
| 219                           | CRESCENT ELECTRIC              | 1,938.23                 | 1.62       |
| 34                            | ALTORFER INC.                  | 29,016.72                | -28.95     |
| 4358                          | BROWNSTOWN ELECTRIC SUPPLY CO  | 750.00                   | 150.00     |
| 437                           | ILLINOIS MUNICIPAL ELECTRIC    | 1,647,465.97             | 439,604.04 |
| 5015                          | CARD SERVICE CENTER            | 35,015.41                | 757.75     |
| 5117                          | NETWORKFLEET, INC              | 2,880.40                 | 322.15     |
| 5118                          | SIKICH, LLP                    | 28,100.00                | 1,200.00   |
| 5127                          | JM TEST SYSTEMS                | 412.33                   | 335.00     |
| 5153                          | DAVE JACKLEY SEWER &           | 6,200.00                 | 1,000.00   |
| 55                            | ARAMARK UNIFORM SERVICES, INC. | 8,527.41                 | 481.96     |
| 651                           | NICOR                          | 6,881.46                 | 174.79     |
| 795                           | SBM BUSINESS EQUIPMENT CENTER  | 3,452.13                 | 69.91      |
| 837                           | SHELL                          | 23,357.99                | 1,483.07   |
|                               | OPERATION & MAINTENANCE        |                          | 445,587.87 |

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 09/15/2017

| VENDOR #                      | NAME                           | PAID THIS<br>FISCAL YEAR | AMOUNT DUE |
|-------------------------------|--------------------------------|--------------------------|------------|
| BROADBAND FUND                |                                |                          |            |
| 21                            | BROADBAND FUND                 |                          |            |
| 5018                          | USIC LOCATING SERVICES LLC     | 4,220.22                 | 970.58     |
|                               | BROADBAND FUND                 |                          | 970.58     |
| FIBER OPTIC BROADBAND/TAXABLE |                                |                          |            |
| 23                            | FIBER OPTIC BROADBAND/TAXABLE  |                          |            |
| 795                           | SBM BUSINESS EQUIPMENT CENTER  | 3,452.13                 | 2,919.31   |
|                               | FIBER OPTIC BROADBAND/TAXABLE  |                          | 2,919.31   |
| SEWER FUND                    |                                |                          |            |
| 38                            | OPERATION & MAINTENANCE        |                          |            |
| 1165                          | COMPLETE ELECTRICAL CONTR. INC | 12,114.33                | 2,182.65   |
| 1449                          | QUALITY READY MIX              | 17,897.00                | 245.00     |
| 2451                          | MENARDS                        | 2,215.77                 | 76.54      |
| 4027                          | WHITESIDE COUNTY RECORDER      | 1,906.00                 | 62.75      |
| 4446                          | MORING DISPOSAL, INC.          | 138,740.84               | 600.00     |
| 5022                          | AIMS MECHANICAL, LLC           | 111,650.00               | 7,837.20   |
| 5117                          | NETWORKFLEET, INC              | 2,880.40                 | 113.70     |
| 5118                          | SIKICH, LLP                    | 28,100.00                | 600.00     |
| 651                           | NICOR                          | 6,881.46                 | 298.25     |
| 837                           | SHELL                          | 23,357.99                | 399.82     |
| T0002883                      | DOHRN TRANSFER COMPANY         |                          | 564.54     |
|                               | OPERATION & MAINTENANCE        |                          | 12,980.45  |
| WATER FUND                    |                                |                          |            |
| 40                            | WATER                          |                          |            |
| 1023                          | WILLETT, HOFMANN & ASSOCIATES  | 148,037.07               | 3,503.08   |
| 1449                          | QUALITY READY MIX              | 17,897.00                | 1,768.75   |
| 4040                          | ILLINOIS ENVIRONMENTAL         | 105,806.47               | 53,749.34  |
| 4361                          | FERGUSON WATERWORKS #2516      | 74,236.12                | 947.93     |
| 4804                          | GO EXCAVATING, INC.            | 113,349.58               | 5,965.77   |
|                               | WATER                          |                          | 65,934.87  |
| 48                            | OPERATION & MAINTENANCE        |                          |            |

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| VENDOR #                  | NAME                           | PAID THIS<br>FISCAL YEAR | AMOUNT DUE |
|---------------------------|--------------------------------|--------------------------|------------|
| -----                     |                                |                          |            |
| WATER FUND                |                                |                          |            |
| 48                        | OPERATION & MAINTENANCE        |                          |            |
| 1165                      | COMPLETE ELECTRICAL CONTR. INC | 12,114.33                | 241.40     |
| 1449                      | QUALITY READY MIX              | 17,897.00                | 2,064.25   |
| 2611                      | FISCH MOTORS INC               | 85.00                    | 68.00      |
| 2796                      | U.S. CELLULAR                  | 1,548.55                 | 258.42     |
| 2847                      | PDC LABORATORIES, INC.         | 1,397.00                 | 1,497.00   |
| 3107                      | CULVER'S                       | 8.76                     | 51.25      |
| 323                       | HOLLAND AND SONS, INC          | 373.26                   | 24.48      |
| 34                        | ALTORFER INC.                  | 29,016.72                | 35.95      |
| 4027                      | WHITESIDE COUNTY RECORDER      | 1,906.00                 | 62.00      |
| 4081                      | CIVIC SYSTEMS, LLC             | 8,488.00                 | 2,100.00   |
| 4361                      | FERGUSON WATERWORKS #2516      | 74,236.12                | 1,303.31   |
| 5015                      | CARD SERVICE CENTER            | 35,015.41                | 300.00     |
| 5117                      | NETWORKFLEET, INC              | 2,880.40                 | 132.65     |
| 5118                      | SIKICH, LLP                    | 28,100.00                | 600.00     |
| 5141                      | CINTAS CORPORATION             | 786.66                   | 23.20      |
| 533                       | ELECTRONICS, INC.              | 49,576.92                | 363.00     |
| 55                        | ARAMARK UNIFORM SERVICES, INC. | 8,527.41                 | 217.54     |
| 631                       | MURRAY & SONS EXCAVATING, INC  | 102,914.45               | 1,870.00   |
| 651                       | NICOR                          | 6,881.46                 | 86.14      |
| 724                       | RANDY'S TRUCK REPAIR, INC.     | 2,367.68                 | 694.66     |
| 837                       | SHELL                          | 23,357.99                | 527.66     |
|                           | OPERATION & MAINTENANCE        |                          | 12,520.91  |
| GARBAGE FUND              |                                |                          |            |
| 50                        | GARBAGE                        |                          |            |
| 4446                      | MORING DISPOSAL, INC.          | 138,740.84               | 33,994.08  |
| 5118                      | SIKICH, LLP                    | 28,100.00                | 300.00     |
|                           | GARBAGE                        |                          | 34,294.08  |
| MOTOR FUEL TAX FUND       |                                |                          |            |
| 65                        | MOTOR FUEL TAX                 |                          |            |
| 2212                      | ALLIANCE MATERIALS, INC.       | 2,451.30                 | 779.57     |
|                           | MOTOR FUEL TAX                 |                          | 779.57     |
| CUSTOMER UTILITY DEPOSITS |                                |                          |            |
| 75                        | CUSTOMER UTILITY DEPOSITS      |                          |            |

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CITY OF ROCK FALLS  
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| VENDOR #                  | NAME  | PAID THIS<br>FISCAL YEAR | AMOUNT DUE |
|---------------------------|---|--------------------------|------------|
| -----                     |   |                          |            |
| CUSTOMER UTILITY DEPOSITS |   |                          |            |
| 75                        | CUSTOMER UTILITY DEPOSITS   |                          |            |
| 1289                      | CITY OF ROCK FALLS UTILITIES  | 177,586.85               | 460.00     |
| 4620                      | TRI-COUNTY OPP COUNCIL  | 461.21                   | 8.54       |
| T0001535                  |    |                          | 50.00      |
| T0002129                  |    |                          | 64.26      |
| T0004023                  |    |                          | 33.63      |
| T0004437                  |    |                          | 114.51     |
| T0004438                  |    |                          | 50.00      |
| T0004439                  |    |                          | 50.00      |
| T0004440                  | NATIONAL MANUFACTURING CO   |                          | 82.00      |
| T0004441                  | NATIONWIDE MORTGAGE   |                          | 50.00      |
| T0004442                  |    |                          | 50.00      |
| T0004443                  |    |                          | 100.00     |
| T0004444                  |    |                          | 48.70      |
| T0004446                  |    |                          | 41.00      |
| T0004447                  |    |                          | 50.00      |
| T0004448                  |    |                          | 41.00      |
| T0004449                  |    |                          | 50.00      |
| T0004450                  |   |                          | 50.00      |
| T0004451                  |  |                          | 41.00      |
| T0004452                  |  |                          | 35.00      |
| T0004453                  |  |                          | 76.00      |
| T0004454                  |  |                          | 25.00      |
| T0004455                  | ROCK RIVER CARTAGE  |                          | 50.00      |
| T0004456                  |  |                          | 25.00      |
| T0004457                  |  |                          | 49.75      |
| T0004458                  |  |                          | 124.27     |
| T0004459                  | DIXON LAUNDRY LLC   |                          | 434.34     |
| T0004460                  |  |                          | 69.82      |
|                           | CUSTOMER UTILITY DEPOSITS   |                          | 2,323.82   |
|                           | TOTAL ALL DEPARTMENTS   |                          | 627,338.25 |



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| VENDOR #                  | NAME                          | PAID THIS<br>FISCAL YEAR | AMOUNT DUE |
|---------------------------|-------------------------------|--------------------------|------------|
| -----                     |                               |                          |            |
| R F SESQUICENTENNIAL FUND |                               |                          |            |
| 04                        | R F SESQUICENTENNIAL FUND     |                          |            |
| 176                       | PETTY CASH                    | 378.12                   | 10.78      |
| 795                       | SBM BUSINESS EQUIPMENT CENTER | 3,138.79                 | 161.88     |
| T0004325                  | JJM PRINTING INC              | 90.00                    | 90.00      |
|                           | R F SESQUICENTENNIAL FUND     |                          | 262.66     |
| TOURISM                   |                               |                          |            |
| 05                        | TOURISM                       |                          |            |
| 176                       | PETTY CASH                    | 378.12                   | 6.42       |
| 2796                      | U.S. CELLULAR                 | 1,383.07                 | 83.00      |
| 5032                      | COMCAST                       | 1,520.11                 | 5.24       |
|                           | TOURISM                       |                          | 94.66      |
| GENERAL FUND              |                               |                          |            |
| 01                        | ADMINISTRATION                |                          |            |
| 4834                      | GARY R CAMPBELL               | 49.95                    | 50.95      |
| 5032                      | COMCAST                       | 1,520.11                 | 5.24       |
|                           | ADMINISTRATION                |                          | 56.19      |
| 02                        | CITY ADMINISTRATOR            |                          |            |
| 5032                      | COMCAST                       | 1,520.11                 | 2.62       |
|                           | CITY ADMINISTRATOR            |                          | 2.62       |
| 04                        | BUILDING                      |                          |            |
| 176                       | PETTY CASH                    | 378.12                   | 7.99       |
| 4827                      | KELLEY WILLIAMSON COMPANY     | 3,046.45                 | 35.30      |
| 5032                      | COMCAST                       | 1,520.11                 | 10.48      |
| 5189                      | MANPOWER                      | 23,189.43                | 575.28     |
|                           | BUILDING                      |                          | 629.05     |
| 05                        | CITY CLERK'S OFFICE           |                          |            |

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CITY OF ROCK FALLS  
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| VENDOR #     | NAME                           | PAID THIS<br>FISCAL YEAR | AMOUNT DUE |
|--------------|--------------------------------|--------------------------|------------|
| -----        |                                |                          |            |
| GENERAL FUND |                                |                          |            |
| 05           | CITY CLERK'S OFFICE            |                          |            |
| 5032         | COMCAST                        | 1,520.11                 | 10.48      |
|              | CITY CLERK'S OFFICE            |                          | 10.48      |
| 06           | POLICE                         |                          |            |
| 1289         | CITY OF ROCK FALLS UTILITIES   | 139,916.86               | 1,272.32   |
| 176          | PETTY CASH                     | 378.12                   | 19.65      |
| 2843         | DOUG COPPOTELLI                | 500.00                   | 503.95     |
| 350          | GISI BROS. INC.                | 5,086.63                 | 798.45     |
| 364          | GRUMMERTS HARDWARE - STERLING  | 529.38                   | 85.98      |
| 4508         | LEXISNEXIS RISK SOLUTIONS      | 120.00                   | 30.00      |
| 4729         | TAMMY NELSON                   | 700.00                   | 199.93     |
| 5032         | COMCAST                        | 1,520.11                 | 81.17      |
| 5096         | TREASURER, STATE OF ILLINOIS   | 70.00                    | 20.00      |
| 5097         | ILLINOIS STATE POLICE          | 420.00                   | 120.00     |
| 5098         | ILLINOIS OFFICE OF THE         | 420.00                   | 120.00     |
| 5189         | MANPOWER                       | 23,189.43                | 543.75     |
| 533          | LECTRONICS, INC.               | 48,386.37                | 318.00     |
|              | POLICE                         |                          | 4,113.20   |
| 10           | STREET                         |                          |            |
| 1289         | CITY OF ROCK FALLS UTILITIES   | 139,916.86               | 821.05     |
| 4207         | O'REILLY AUTOMOTIVE INC        | 2,666.14                 | -119.47    |
| 4827         | KELLEY WILLIAMSON COMPANY      | 3,046.45                 | 41.58      |
| 5032         | COMCAST                        | 1,520.11                 | 5.24       |
| 5141         | CINTAS CORPORATION             | 763.46                   | 23.20      |
| 55           | ARAMARK UNIFORM SERVICES, INC. | 8,402.91                 | 124.50     |
| 631          | MURRAY & SONS EXCAVATING, INC  | 81,530.45                | 19,944.00  |
|              | STREET                         |                          | 20,840.10  |
| 12           | PUBLIC PROPERTY                |                          |            |
| 1165         | COMPLETE ELECTRICAL CONTR. INC | 12,007.13                | 107.20     |
| 1289         | CITY OF ROCK FALLS UTILITIES   | 139,916.86               | 4,008.02   |
| 176          | PETTY CASH                     | 378.12                   | 2.00       |
| 194          | GRUMMERT'S HARDWARE - R.F.     | 2,949.74                 | 8.09       |
| 533          | LECTRONICS, INC.               | 48,386.37                | 664.55     |
|              | PUBLIC PROPERTY                |                          | 4,789.86   |

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| VENDOR #                      | NAME                          | PAID THIS<br>FISCAL YEAR | AMOUNT DUE |
|-------------------------------|-------------------------------|--------------------------|------------|
| -----                         |                               |                          |            |
| GENERAL FUND                  |                               |                          |            |
| 13                            | FIRE                          |                          |            |
| 1289                          | CITY OF ROCK FALLS UTILITIES  | 139,916.86               | 1,340.57   |
| 4010                          | DIXON OTTAWA COMMUNICATIONS   |                          | 66.00      |
| 4207                          | O'REILLY AUTOMOTIVE INC       | 2,666.14                 | 118.92     |
| 423                           | AT&T                          | 6,606.78                 | 73.84      |
| 4447                          | FRANK'S SMALL ENGINE REPAIR   | 51.35                    | 5.00       |
| 5032                          | COMCAST                       | 1,520.11                 | 18.35      |
|                               | FIRE                          |                          | 1,622.68   |
| BUILDING CODE DEMOLITION FUND |                               |                          |            |
| 12                            | BUILDING CODE DEMOLITION FUND |                          |            |
| 176                           | PETTY CASH                    | 378.12                   | 31.00      |
|                               | BUILDING CODE DEMOLITION FUND |                          | 31.00      |
| ELECTRIC FUND                 |                               |                          |            |
| 20                            | OPERATION & MAINTENANCE       |                          |            |
| 1224                          | AIRGAS USA LLC                | 432.89                   | 385.40     |
| 1279                          | WILCO RENTAL                  | 76.21                    | 86.40      |
| 1289                          | CITY OF ROCK FALLS UTILITIES  | 139,916.86               | 4,902.27   |
| 194                           | GRUMMERT'S HARDWARE - R.F.    | 2,949.74                 | 42.70      |
| 2557                          | ASPLUNDH TREE EXPERT CO.      | 54,240.06                | 8,700.16   |
| 283                           | ANIXTER INC                   | 8,168.70                 | 3,590.00   |
| 34                            | ALTORFER INC.                 | 24,258.39                | 703.47     |
| 4207                          | O'REILLY AUTOMOTIVE INC       | 2,666.14                 | 7.47       |
| 440                           | ILLINOIS MUNICIPAL UTILITIES  | 6,632.25                 | 500.00     |
| 4626                          | ENGEL ELECTRIC CO.            | 12,968.86                | 1,812.15   |
| 4695                          | ROLYAN BUOYS                  |                          | 8,207.50   |
| 4827                          | KELLEY WILLIAMSON COMPANY     | 3,046.45                 | 34.45      |
| 4995                          | CLOUDPOINT GEOGRAPHICS INC    | 28,557.00                | 1,629.34   |
| 5032                          | COMCAST                       | 1,520.11                 | 26.22      |
| 5079                          | PYRAMID TIME SYSTEMS          |                          | 364.00     |
| 533                           | ELECTRONICS, INC.             | 48,386.37                | 139.00     |
| 795                           | SBM BUSINESS EQUIPMENT CENTER | 3,138.79                 | 151.46     |
|                               | OPERATION & MAINTENANCE       |                          | 31,281.99  |
| SEWER FUND                    |                               |                          |            |
| 38                            | OPERATION & MAINTENANCE       |                          |            |

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| VENDOR #                  | NAME                           | PAID THIS<br>FISCAL YEAR | AMOUNT DUE |
|---------------------------|--------------------------------|--------------------------|------------|
| -----                     |                                |                          |            |
| SEWER FUND                |                                |                          |            |
| 38                        | OPERATION & MAINTENANCE        |                          |            |
| 1023                      | WILLET, HOFMANN & ASSOCIATES   | 147,111.37               | 925.70     |
| 1289                      | CITY OF ROCK FALLS UTILITIES   | 139,916.86               | 19,576.62  |
| 2517                      | PRAIRIE HILL RDF               | 5,663.20                 | 479.20     |
| 34                        | ALTORFER INC.                  | 24,258.39                | 4,054.86   |
| 4027                      | WHITESIDE COUNTY RECORDER      | 1,653.50                 | 126.25     |
| 4207                      | O'REILLY AUTOMOTIVE INC        | 2,666.14                 | 19.99      |
| 4210                      | NCL OF WISCONSIN               | 104.07                   | 199.31     |
| 4827                      | KELLEY WILLIAMSON COMPANY      | 3,046.45                 | 139.42     |
| 4995                      | CLOUDPOINT GEOGRAPHICS INC     | 28,557.00                | 1,629.33   |
| 5032                      | COMCAST                        | 1,520.11                 | 18.35      |
| 533                       | ELECTRONICS, INC.              | 48,386.37                | 69.00      |
| 651                       | NICOR                          | 6,828.54                 | 52.92      |
|                           | OPERATION & MAINTENANCE        |                          | 27,290.95  |
|                           |                                |                          |            |
| WATER FUND                |                                |                          |            |
| 48                        | OPERATION & MAINTENANCE        |                          |            |
| 1110                      | MARTIN EQUIPMENT OF IA-IL, INC | 1,483.20                 | 6,100.00   |
| 1289                      | CITY OF ROCK FALLS UTILITIES   | 139,916.86               | 5,565.19   |
| 2796                      | U.S. CELLULAR                  | 1,383.07                 | 82.48      |
| 4027                      | WHITESIDE COUNTY RECORDER      | 1,653.50                 | 126.25     |
| 4207                      | O'REILLY AUTOMOTIVE INC        | 2,666.14                 | 8.15       |
| 4827                      | KELLEY WILLIAMSON COMPANY      | 3,046.45                 | 127.84     |
| 4995                      | CLOUDPOINT GEOGRAPHICS INC     | 28,557.00                | 1,629.33   |
| 5032                      | COMCAST                        | 1,520.11                 | 13.11      |
| 631                       | MURRAY & SONS EXCAVATING, INC  | 81,530.45                | 1,440.00   |
|                           | OPERATION & MAINTENANCE        |                          | 15,092.35  |
|                           |                                |                          |            |
| CUSTOMER SERVICE CENTER   |                                |                          |            |
| 51                        | CUSTOMER SERVICE CENTER        |                          |            |
| 5032                      | COMCAST                        | 1,520.11                 | 18.35      |
| 760                       | ROCK FALLS POSTMASTER          | 10,725.00                | 3,500.00   |
|                           | CUSTOMER SERVICE CENTER        |                          | 3,518.35   |
|                           |                                |                          |            |
| CUSTOMER UTILITY DEPOSITS |                                |                          |            |
| 75                        | CUSTOMER UTILITY DEPOSITS      |                          |            |

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|---------------------------|---|-----------------------|------------|
| -----                     |   |                       |            |
| CUSTOMER UTILITY DEPOSITS |   |                       |            |
| 75                        | CUSTOMER UTILITY DEPOSITS   |                       |            |
| 1289                      | CITY OF ROCK FALLS UTILITIES  | 139,916.86            | 183.95     |
| 4096                      | RON SANDROCK  |                       | 35.00      |
| T0000859                  |   |                       | 25.00      |
| T0001817                  |   |                       | 50.00      |
| T0001970                  |   |                       | 41.00      |
| T0002663                  |   |                       | 50.00      |
| T0004208                  |   |                       | 50.00      |
| T0004413                  |   |                       | 16.00      |
| T0004414                  |   |                       | 41.00      |
| T0004415                  |   |                       | 35.00      |
| T0004416                  |   |                       | 50.00      |
| T0004417                  |   |                       | 50.00      |
| T0004418                  |   |                       | 50.00      |
| T0004419                  |   |                       | 50.00      |
| T0004420                  |   |                       | 41.00      |
| T0004421                  |   |                       | 50.00      |
| T0004422                  |   |                       | 41.00      |
| T0004423                  |   |                       | 50.00      |
| T0004424                  |   |                       | 23.45      |
| T0004425                  |   |                       | 17.60      |
| T0004426                  |   |                       | 25.00      |
| T0004427                  |   |                       | 50.00      |
| T0004428                  | CRAWFORD REALTY   |                       | 50.00      |
| T0004429                  |  |                       | 50.00      |
| T0004430                  |  |                       | 41.00      |
| T0004431                  |  |                       | 41.00      |
| T0004432                  |  |                       | 50.00      |
| T0004433                  |  |                       | 50.00      |
| T0004434                  |  |                       | 50.00      |
| T0004435                  |  |                       | 67.17      |
| T0004436                  |  |                       | 24.36      |
|                           | CUSTOMER UTILITY DEPOSITS   |                       | 1,448.53   |
|                           | TOTAL ALL DEPARTMENTS   |                       | 111,084.67 |

**ORDINANCE NO. 2017-2340**

**ORDINANCE AUTHORIZING SALE/TRANSFER  
OF 2001 DODGE RM 1500 QD PICKUP TRUCK TO  
FIREHOUSE MINISTRIES**

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-76-4, permits the City to authorize by ordinance the sale of personal property, which in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or for the best interests of the City; and

**WHEREAS**, the City is presently the owner of a 2001 Dodge RM 1500 QD pickup truck, purchased on May 15, 2001 by the City, vehicle identification #1B7HC13YX1J596781, which has been in use by the City Water Department, and, which in the opinion of the Mayor and the corporate authorities of the City, is no longer necessary or useful to or for the best interests of the City, because of its age and more than 16 years of service to the City; and

**WHEREAS**, Firehouse Ministries has been an active and effective community service organization, and has displayed and promoted the spirit of volunteerism for many projects, including services for the City which have resulted in substantial benefit to the City; and

**WHEREAS**, the Mayor and the City Council wish to foster the spirit of volunteerism that has been displayed and continued to be displayed by Firehouse Ministries and its members; and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-3.1, the City may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

**WHEREAS**, the Mayor and the City Council hereby find that the provision of volunteer services by Firehouse Ministries is highly desirable for the promotion of economic development within the City, in terms of beautification, coordination of other volunteer services for the benefit of the community and its residents, and provision of services for those less fortunate; and

**WHEREAS**, Firehouse Ministries has had the opportunity to examine and inspect the described pickup truck to determine its condition and has tendered an offer to purchase the described pickup truck in "AS IS" condition at a price of \$1.00 for use in its activities; and

**WHEREAS**, the City Council deems in the best interest of the City and its citizens to authorize the sale of the described truck to Firehouse Ministries for the payment offered, on the terms and conditions outlined below.

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

**SECTION 1:** The Mayor and the City Council hereby find that the recitals above are true and correct and are incorporated herein as if set forth in full.

**SECTION 2:** That the offer to purchase the described pick up truck from Firehouse Ministries at a price of \$1,000 is hereby accepted. The City and purchaser agree that said pickup truck is being sold in "AS IS" condition, and shall execute a bill of sale reflecting the purchase price and that the truck is being sold in "AS IS" condition.

**SECTION 3:** The Mayor is hereby authorized to execute and the City Clerk is authorized to attest whatever documentation may be necessary, needful, or appropriate to effect transfer of the described truck to the described purchaser, upon payment of the described purchase price.

**SECTION 4:** The provisions and sections of this ordinance shall be deemed to be separable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

**SECTION 5:** All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

**SECTION 6:** The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

**SECTION 7:** This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Aldermen voting Aye

Aldermen voting Nay

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

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

**ORDINANCE NO. 2017-2341**

**AN ORDINANCE AUTHORIZING THE CITY OF ROCK FALLS TO LEASE  
SURPLUS REAL ESTATE LOCATED AT 2400 FIRST AVENUE**

**WHEREAS**, the City of Rock Falls has the authority, pursuant to 65 ILCS 5/11-76-1, to lease real estate owned by the City when the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and,

**WHEREAS**, 65 ILCS 5/11-75-1 further authorizes the City to lease the space above and around buildings located on land owned or otherwise held by the municipality to any person; and,

**WHEREAS**, the City owns a parcel of real estate located at 2400 First Avenue in the City, upon the southwest corner of which is located a building; and,

**WHEREAS**, the City Council has determined that said building and the real estate occupied by it is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the city; and,

**WHEREAS**, the City has received a proposal from a not for profit corporation to execute a lease for the building and portions of the surrounding real estate for the purpose of operating a recycling center, upon terms which the City Council has determined will be advantageous to the interests of the City of Rock Falls; and,

**WHEREAS**, attached hereto as Exhibit A is a copy of a proposed form of lease agreement for the building and portions of the surrounding real estate, which the City Council has determined should be approved.

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

1. The statements contained in the recital paragraphs to this Ordinance are true and correct and are incorporated herein.
2. The form of lease agreement for the term of one (1) year, with an option to renew for one (1) additional one (1) year term, in the form as attached hereto as Exhibit A, with Firehouse of God Ministries, an Illinois not-for-profit corporation, is hereby approved and the Mayor and City Clerk are authorized and directed to execute said lease with the corporation as the act of the City.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2017.



ATTEST:

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Mayor

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City Clerk

Alderman Voting Aye

Alderman Voting Nay

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## LEASE AGREEMENT

This Lease Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **THE CITY OF ROCK FALLS, ILLINOIS**, ("Lessor"), and **FIREHOUSE OF GOD MINISTRIES**, an Illinois not-for-profit corporation, ("Lessee").

### PREMISES AND TERM

1. In consideration of the mutual covenants contained herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a certain building located on the parcel of real estate located at the southwest corner of 2400 First Avenue, Rock Falls, Illinois (the "Premises"), excluding therefrom any other structures located at that address, but together with the appurtenances thereto, for a term of one (1) year from the date hereof, upon the following terms and conditions.

### RENT

2. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum of Ten and no/100ths Dollars (\$10.00) for the term of the Lease Agreement of one (1) year and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Lessor.

### CONDITION AND UPKEEP OF PREMISES

3. Lessor and Lessee understand, acknowledge, and agree that the Premises shall be used by Lessee for purposes of a recycling center. Lessee will keep the Premises in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's sole expense, and shall cause all other necessary repairs to be made, all at the sole expense of Lessee, to place the building on the Premises in condition required for the intended use by Lessee as a recycling center; and upon the termination of this Lease Agreement, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at City Hall. Lessee shall not accept any of the following for recycling or any other purpose: Paint and/or paint products, tires, batteries of any kind, or any petroleum containing materials. Lessee shall not permit or allow any hazardous substances or materials to be discharged into the soil or groundwater at the Premises, and shall assure that all such hazardous materials and substances are handled in conformance with all applicable laws, rules and regulations of all governmental agencies.

### LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT

4. Lessee will not allow the Premises to be used for any purpose other than that described in Section 3 above that will increase the rate of insurance thereon, nor for any purpose other than that herein specified, will not allow any outside storage or placement of vehicles or other goods or materials, and will not allow the Premises to be occupied in whole, or in part, by any other person. Lessee will not sublet the same or any part thereof, nor assign this lease without the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this Lease Agreement, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor. All alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

## **MECHANIC'S LIEN**

5. Lessee will not permit nor suffer any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in the case of the filing of any such lien, Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

## **INDEMNITY**

6. Lessee covenants and agrees that he will protect and save and keep the Lessor and its officers, agents and employees forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor and its officers, agents, and employees against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and to perform all the requirements and provisions hereof.

## **NON-LIABILITY OF LESSOR**

7. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

## **INSURANCE, WATER, GAS AND ELECTRIC CHARGES**

8. The rental by Lessee shall include use of electric, water and wastewater services at no additional charge by Lessor. All other utilities required by Lessee in the use of the premises shall be at the expense of Lessee. Lessee shall be responsible for providing all insurance to insure Lessee against liability from activities of Lessee at the premises.

## **PREMISES REPAIR**

9. Lessor shall not be obliged to incur any expense for repairing any improvements upon said premises or connected therewith, and the Lessee, at his own expense, will keep all improvements in good repair (injury by fire, or other causes beyond the Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may, but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

**ACCESS TO PREMISES**

10. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and/or "For Rent", and will not interfere with the same.

**ABANDONMENT AND RE-LETTING**

11. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit.

**OPTION TO RENEW**

12. Lessee shall have the option of renewing the lease for one (1) additional one (1) year term, upon the same terms and conditions as contained herein, and shall give notice in writing to Lessor not less than sixty (60) days prior to the end of the then existing term of the exercise of such option.

**EXTRA FIRE HAZARD**

13. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now and hereafter in force. With respect to all or any portion of its operations, Lessee acknowledges and agrees that any and all hazardous materials shall be handled, stored, or disposed of strictly in accordance with all applicable rules, regulations and requirements of the Illinois Department of Public Health, the Illinois Environmental Protection Agency, and all other laws appertaining to such materials. Upon request, Lessee shall provide Lessor with proof of all or any part of the processes by which such materials are being handled or disposed of and/or the plan for handling such materials inside the building to insure that there is no release of any contaminant into soil or groundwater from any such materials.

**RE-ENTRY**

14. If default is made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, it shall be lawful for the Lessor at any time thereafter at his election, without notice, to declare said term ended, and to re-enter the Premises, or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon on personal property which Lessee now owns, or may hereinafter acquire, or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

**TERMINATION OF LEASE WITHOUT CAUSE BY LESSOR**

15. Lessee acknowledges and agrees that Lessor intends to and is seeking to develop the land and area on and around the Premises for commercial development in the economic interests of the City and its residents. Lessor may elect to terminate this Lease Agreement without cause or default by Lessee upon giving sixty (60) days' written notice to Lessee of the intention to terminate this Lease Agreement. Lessee shall have no right to obtain reimbursement from Lessor of any expense incurred by Lessee in the event of such

termination without cause, and the rental payment as specified in paragraph 2 of this Lease Agreement shall not be prorated in the event of such termination without cause.

**NOTICE REQUIRED: ADDRESSES**

16. Any notice to be given to either party hereto shall be by personal delivery, or by certified mail, return receipt requested and shall be deemed delivered when actual delivery is made in person, or when receipt is acknowledged, and shall be made to the party at the following address, which shall each be good till changed by either by notice to the other:

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

FIREHOUSE OF GOD MINISTRIES,  
an Illinois not-for-profit corporation, LESSEE

CITY OF ROCK FALLS, LESSOR

By \_\_\_\_\_  
Its \_\_\_\_\_

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

ATTEST:

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

**ORDINANCE NO. 2017-2342**

**AN ORDINANCE AUTHORIZING THE CITY OF ROCK FALLS TO LEASE  
SURPLUS REAL ESTATE LOCATED AT 403 WEST SECOND STREET**

**WHEREAS**, the City of Rock Falls has the authority, pursuant to 65 ILCS 5/11-76-1, to lease real estate owned by the City when the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and,

**WHEREAS**, 65 ILCS 5/11-75-1 further authorizes the City to lease the space above and around buildings located on land owned or otherwise held by the municipality to any person; and,

**WHEREAS**, the City owns a parcel of real estate located at 403 West Second Street in the City, upon which is located a building, formerly the location of the Rock Falls Fire Department; and,

**WHEREAS**, the City Council has determined that said building and the real estate occupied by it is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the city; and,

**WHEREAS**, the City currently leases the building to a not-for-profit corporation for the purpose of storing vehicles owned by the corporation, and has received notice of its intent to exercise an option to renew the lease for the building and modify it to include portions of the surrounding real estate, upon terms which the City Council has determined will be advantageous to the interests of the City of Rock Falls; and,

**WHEREAS**, attached hereto as Exhibit A is a copy of a proposed form of lease agreement for the building and portions of the surrounding real estate, which the City Council has determined should be approved.

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

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

2. The form of lease agreement for the term of five (5) years, with one (1) remaining option to renew for an additional five (5) year term, in the form as attached hereto as Exhibit A, with Firehouse of God Ministries, an Illinois not-for-profit corporation, is hereby approved and the Mayor and City Clerk are authorized and directed to execute said lease with the corporation as the act of the City.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Mayor

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

Alderman Voting Aye

Alderman Voting Nay

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## LEASE OF BUILDING

In consideration of the mutual covenants and agreements herein stated, The City of Rock Falls, Illinois, referred to herein as "Lessor" hereby leases to Firehouse of God Ministries, an Illinois not-for-profit corporation, referred to herein as "Lessee", and Lessee hereby leases from Lessor the Building located on the parcel of real estate located at 403 West Second Street, Rock Falls, IL, along with all property to the East of said Building, and the property running fifty (50) feet to the West and five (5) feet to the North and South of said Building (the "Premises"), excluding therefrom the adjacent parking lot, but together with the appurtenances thereto, for the term of Five (5) years from the date hereof, upon the Terms and Conditions as follows.

### RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum of Ten and no/100ths Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Lessor.

### CONDITION AND UPKEEP OF PREMISES

2. Lessee has examined and knows the condition of the Premises and has received the same in need of repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to the execution of this lease that are not herein expressed; Lessee will repair the premises, including all appurtenances, to the states required by the ordinances of Lessor, replacing all broken glass with glass of the same size and quality as that broken, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will repair and replace the roof, and cause all other necessary repairs to be made, all at the expense of Lessee, holding Lessor harmless therefrom, to place the building on the Premises in condition required for the intended use by Lessee as a storage building and garage; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the City Hall.

### LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not allow any outside storage or placement of vehicles or other goods or materials, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

### MECHANIC'S LIEN

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in the case of the filing of any such lien, Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

### INDEMNITY FOR ACCIDENTS

5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep



harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

#### **NON-LIABILITY OF LESSOR**

6. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

#### **INSURANCE, WATER, GAS AND ELECTRIC CHARGES**

7. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents, and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter. Lessee shall cause the Premises to be insured for loss by fire windstorm, lightning, vandalism and other broad form perils, causing the Lessor to be named as an additional insured thereon, and shall deliver a copy of the insurance policy, or certificate thereof, to the Lessor, all in an amount not less than the market value of the building thereon. Lessee shall cause public liability and property damage insurance to be obtained insuring Lessor against liability and damages for injury to persons or damage to property arising from or as a result of the use and occupancy of the Premises by Lessee, in amounts as may from time to time be specified by Lessor acting through its Building Official.

#### **KEEP PREMISES IN REPAIR**

8. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demise premises or connected therewith, and the Lessee, at his own expense, will keep all improvements in good repair (injury by fire, or other causes beyond the Lessee's control excepted) as well as in a good tenable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

#### **ACCESS TO PREMISES**

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

#### **ABANDONMENT AND RE-LETTING**

10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit.

#### **OPTION TO RE-NEW**

11. Lessee, at the termination of this lease, shall have the option of renewing the lease for two (2) additional five (5) year terms, upon the same terms and conditions as contained herein, and shall give notice in writing to Lessor not less than sixty (60) days prior to the end of the then existing term of the exercise of such option.

#### **EXTRA FIRE HAZARD**

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now and hereafter in force.

**RE-ENTRY**

13. If default is made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, it shall be lawful for the Lessor at any time thereafter at his election, without notice, to declare said term ended, and to re-enter the Premises, or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon on personal property which Lessee now owns, or may hereinafter acquire, or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

**NOTICE REQUIRED; ADDRESSES**

14. Any notice to be given to either party hereto shall be by personal delivery, or by certified mail, return receipt requested and shall be deemed delivered when actual delivery is made in person, or when receipt is acknowledged, and shall be made to the party at the following address, which shall each be good till changed by either by notice to the other:

Lessor:  
City of Rock Falls  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071

Lessee:  
Firehouse of God Ministries  
306 5th Avenue  
Sterling, IL 61081

**FIRE AND CASUALTY**

15. In case the Premises shall be rendered untenable by fire, or other casualty, Lessor may, at his option, terminate this lease, or repair the Premises within sixty days, and failing so to do, or upon the destruction of said Premises by fire or other casualty, the term hereby created shall cease and determine.

**PAYMENT OF FEES**

16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor, in enforcing the covenants and agreements of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to their respective heirs, executors, successors, administrators, and assigns of all parties to this lease.

Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of three (3) pages numbered 1 to 3.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year above written.

Lessor: City of Rock Falls, Illinois

Lessee: Firehouse of God Ministries

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

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

Attest:  
\_\_\_\_\_  
City Clerk

Attest:  
\_\_\_\_\_  
Title

**ORDINANCE NO. 2017-2333**

**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 20-150 (c) (2) of the Municipal Code is amended to read as follows:

“Section 20-150 Open burning prohibited.

(c). (2). Recreational fires shall not be created or burned between the periods of 1:00 a.m. and 7:00 a.m. on any day, and any fire created prior to 1:00 a.m. on any day shall be extinguished at or prior to 1:00 a.m.”

**Section 2.** Section 20-150 (c) (4) is amended to read as follows:

“Section 20-150 Open burning prohibited.

(c). (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.”

**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 19th day of September, 2017.

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Mayor William B. Wescott

ATTEST:

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City Clerk

Alderman Voting Aye

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Alderman Voting Nay

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**ORDINANCE NO. 2017- 2336**

**ORDINANCE AMENDING CHAPTER 32,  
ARTICLE III, DIVISION 2, SECTION 32-87(d)  
TO SPECIFY METER SIZE**

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

**SECTION 1:** That Chapter 32, Article III, Division 2, Section 32-87(d) be amended to read as follows:

“32-87(d)

When one meter serves multiple residential dwelling units or multiple commercial units, the minimum charge established in this section for single-family residential dwellings shall be applied as though each residential unit or each commercial unit within the multiple residential dwelling or multiple commercial unit building was served by a separate 5/8” meter, and consumption and usage charges established for single-family residential dwellings shall be applied as though each residential or commercial unit was served by a separate 5/8” meter.”

**SECTION 2:** In all other respects, Chapter 32, Article III, Division 2, shall remain in full force and effect.

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

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

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

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

Passed by the Mayor and the City Council of the City of Rock Falls on the 19th day of September, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Aldermen voting Aye

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Aldermen voting Nay

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**ORDINANCE NO. 2017- 2337**

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

**Section 1.** Section 18-152 of the Municipal Code of the City of Rock Falls is amended by addition of the following as subparagraph (77) to subparagraph (b) thereto to read as follows:

**“Section 18-152. Prohibited areas.**

(b) (77)            Along the North side of West 16<sup>th</sup> Street from 1<sup>st</sup> Avenue to the intersection with Lindy Avenue.”

**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

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**ORDINANCE NO. 2017-2339**

**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 32-431 (b) of the Municipal Code of the City of Rock Falls is hereby amended to read as follows:

“Section 32-431. **Economic development rate rider.**

(b) *Established.* There is hereby established an economic development rate rider for qualifying customers (as defined in this section), which economic development rate rider shall operate to reduce the demand charge (DE) to such qualifying customers. The reduced demand charge provided for herein shall be instead of the demand charge specified in section 32-424.

Any customer who shall qualify for the economic development rate rider established pursuant to this section, and who first takes the qualifying service from the city electric utility on May 1, 2010, or thereafter, shall, instead of the demand charge set forth in said section 32-424, be entitled to a reduced demand charge in accordance with the following table with each column being applicable as to the date of first taking service, and with each row specifying the demand charge applicable to a customer during the 60-month period following the first date of service by the customer:

| <i>Date of First Service</i>             | <i>Beginning 5-1-2014</i> |
|--|---------------------------|
| 1 <sup>st</sup> -12 <sup>th</sup> month  | \$9.60 per kW             |
| 13 <sup>th</sup> -24 <sup>th</sup> month | \$10.85 per kW            |
| 25 <sup>th</sup> -36 <sup>th</sup> month | \$12.10 per kW            |
| 37 <sup>th</sup> -48 <sup>th</sup> month | \$13.35 per kW            |
| 49 <sup>th</sup> -60 <sup>th</sup> month | \$14.60 per kW            |

The monthly customer charge and energy shall be billed in accordance with the applicable rate structure for the customer as established from time to time by the city.”

(Code 1990, § 15-368; Ord. No. 91-1597, 5-20-1991; Ord. No. 200-1923, § 1, 2-3-200; Ord. No. 2010-2381, § 7, 2-16-2010)

**Section 2.** Section 32-432 (b) of the Municipal Code of the City of Rock Falls is hereby amended to read as follows:

“Section 32-432. **Economic development rate rider, 150-Kilowatt demand.**

(b) There is hereby established an economic development rate rider for qualifying customers (as defined in this section), which economic development rate rider shall operate to reduce the demand charge to such qualifying customer. The amount of the reduction in the demand charge to the qualifying customer shall be equal to the otherwise applicable rate demand charge, less the dollar amount for the applicable period as set forth in the following schedule:

| <i>Period to Which Reduction in Demand Charge Applied After Qualification Per Kilowatt</i> | <i>Amount Of Reduction</i> |
|--|----------------------------|
| 1 <sup>st</sup> -12 <sup>th</sup> month  | \$2.40 per kW              |
| 13 <sup>th</sup> -24 <sup>th</sup> month   | \$1.60 per kW              |
| 25 <sup>th</sup> -36 <sup>th</sup> month   | \$0.80 per kW              |

The monthly customer charge and energy shall be billed in accordance with the applicable rate structure for the customer as established from time to time by the city.”

**Section 3.** Section 32-432 (c) of the Municipal Code of the City of Rock Falls is hereby amended to read as follows:

“Section 32-432 (c).

(c) The economic development rate rider provided for in this section shall be applied from the first month in which the new or additional load of 150 kilowatts or greater is established, and prospectively thereafter, but provided that the new or additional load of 150 kilowatts or greater must be attained by the customer prior to December 31, 2017. The

economic development rate rider provided by this section shall not be applied retroactively to any period before application for the rate rider by the customer, or to any period before adoption of the ordinances establishing this rate rider, and from which this division is derived.”

**Section 4.** All prior ordinances in conflict herewith are hereby repealed.

**Section 5.** 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 6.** 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

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# City of Rock Falls

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

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

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



*City Clerk*  
Eric M. Arduini  
815-622-1104

*City Treasurer*  
Kay Abner  
815-622-1100

## MEMO

TO: Mayor and City Council

FROM: Chairman Mark Vandersnick  
Planning & Zoning Commission

RE: Rezoning App – Whiteside County (1-1/2 mile radius)  
1409 Shore Acres Rd (R-2/SPU to B-2)  
Owner: Terry & Pam Papoccia

September 15, 2017

At the Planning/Zoning Commission meeting held on Thursday, September 15<sup>th</sup>, members discussed and reviewed Whiteside County Rezoning Application for above named property which is within the 1-1/2 mile radius of City of Rock Falls. Owners are requesting to expand their business to include a restaurant, liquor sales and video gaming to the current marina on their property.

The Planning & Zoning Commission members are recommending the approval of this rezoning request as presented.

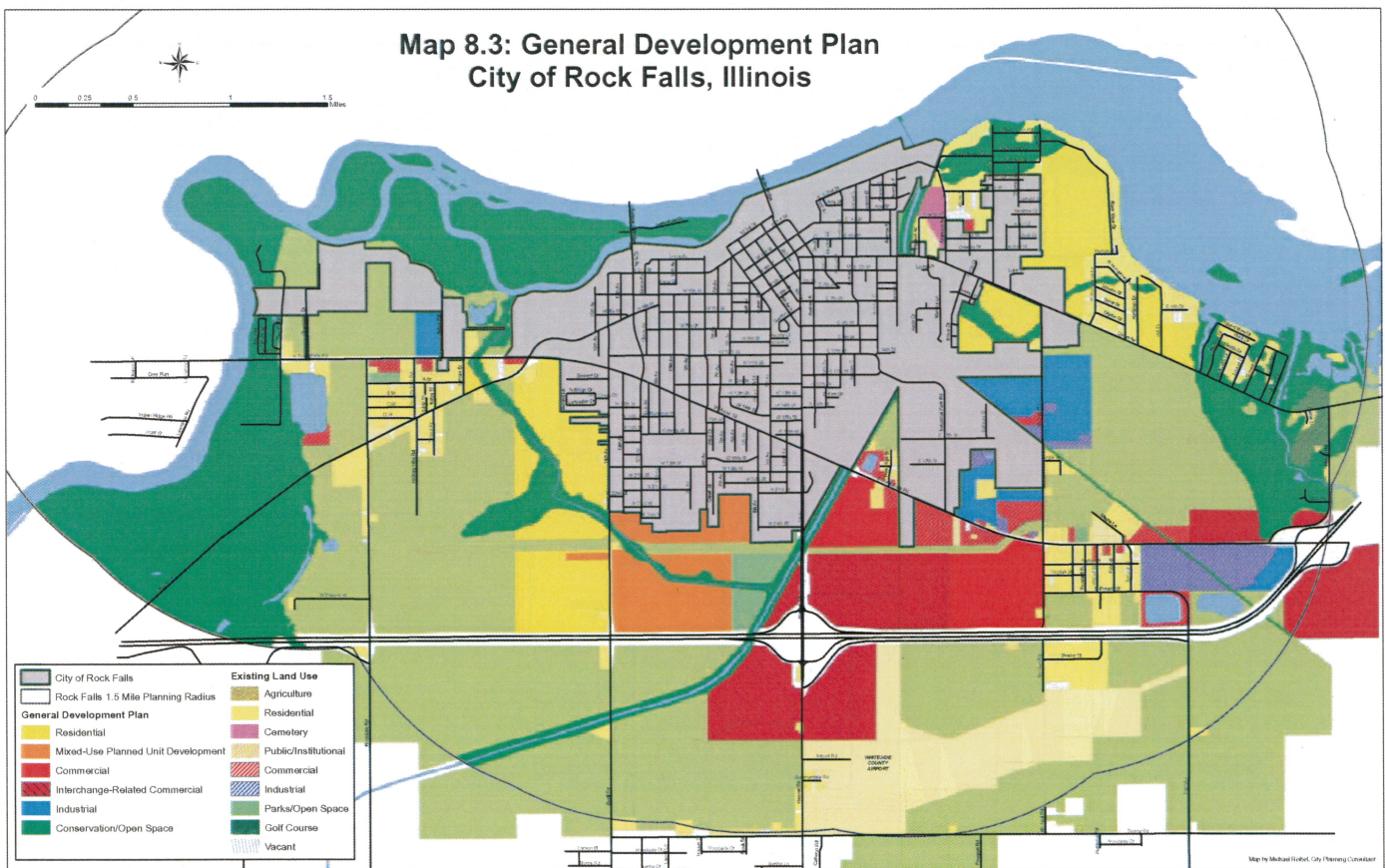
Thank you.

## City of Rock Falls, Illinois

The General Development Plan, developed as a part of the 2011 Rock Falls Comprehensive Plan, identifies how development should proceed in the future to meet the City's goal of encouraging a pattern of community growth that will provide a quality of living environment. Based on census data, the City had experienced slow and manageable growth up to 1980, but since has seen a gradual decline in population. Due to this trend, the population projections suggest further decline over the next few decades.

### Land Use Summary

The City has planned for growth within its municipal borders, as well as in its 1.5 mile extra-territorial planning area (encompassing nearly 8,700 acres exclusive of the City's limits). As shown in their General Development Plan, the City desires new development south of its current boundary for both residential and commercial uses. The commercial areas are largely desired for interchange-related uses and are abutting US-30 at and east of Hoover Road. The residential growth areas are shown north of US-30 and west of Hoover Road. No development is shown to the north of the Rock River, as those lands are within the City of Sterling's planning area.



**RESOLUTION NO. 2017-771**

**RESOLUTION AUTHORIZING MAYOR TO  
EXECUTE MODIFIED SETTLEMENT AGREEMENT AND RELEASE  
WITH SJOSTROM & SONS, INC. (SJOSTROM) AND  
SPAANS BABCOCK (SBI)**

**WHEREAS**, the City of Rock Falls (City) approved entry into a proposed Settlement Agreement and Release with Sjostrom and SBI pursuant to Ordinance 2017-2335; and

**WHEREAS**, after approval by the City and Sjostrom, SBI has requested an additional sentence be added to paragraph 6 of the Agreement, relating to the gear box and motor; and

**WHEREAS**, the additional language does not change the scope of the City's understanding of the contemplated Agreement and the intent of the parties in the implementation thereof, but is necessary to facilitate obtaining SBI's signature of the Agreement.

**WHEREAS**, the modified Agreement is attached hereto as Exhibit A.

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

**SECTION 1:** The Council hereby finds that all other recitals contained in the preamble to this Resolution are full, true and correct and does hereby incorporate them into this Resolution by reference.

**SECTION 2:** The Mayor and City Clerk are authorized to execute the Settlement Agreement and Release, Exhibit A, as well as all other documents necessary to facilitate completion of the terms of the Settlement Agreement.

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

Resolution read and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Aldermen voting Aye

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Aldermen voting Nay

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IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT  
WHITESIDE COUNTY, ILLINOIS

|                          |   |               |
|--------------------------|---|---------------|
| SJOSTROM & SONS, INC.,   | ) |               |
|                          | ) |               |
| Plaintiff,               | ) |               |
|                          | ) |               |
| vs.                      | ) |               |
|                          | ) |               |
| CITY OF ROCK FALLS,      | ) |               |
| a municipal corporation, | ) |               |
|                          | ) | No. 2012 L 27 |
| Defendant and            | ) |               |
| Counterclaimant,         | ) |               |
|                          | ) |               |
| vs.                      | ) |               |
|                          | ) |               |
| SPAANS-BABCOCK, Inc.,    | ) |               |
|                          | ) |               |
| Third-Party Defendant    | ) |               |

**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (“Agreement”) entered into as of this \_\_\_\_\_ day of August, 2017, by and between the CITY OF ROCK FALLS, ILLINOIS, (“Rock Falls”), SJOSTROM & SONS, INC., (“Sjostrom”), and SPAANS-BABCOCK, INC., (“SBI”) collectively “The Parties”.

WHEREAS, in 2009 Rock Falls entered into contracts with Sjostrom for the construction of a new wastewater pumping (lift station) and new wastewater reclamation facility (“Rock Falls Facility”); and

WHEREAS, to complete work at the Rock Falls facility Sjostrom retained SBI as a subcontractor for provision of both primary and secondary screw lifts, with associated housing and upper and lower bearing assemblies; and



WHEREAS, the facility went online on or about July 29, 2011, and from the beginning various deficient performance issues, including performance issues with the upper bearings the cause of which has been in dispute, arose with the units provided by SBI and installed by Sjostrom; and

WHEREAS, Rock Falls has asserted other deficiencies against Sjostrom as noted and provided to Sjostrom; and

WHEREAS, Sjostrom filed suit in the above-captioned matter on July 25, 2012, asserting balances owed for work performed on the identified contracts, after which time Rock Falls counterclaimed, asserting deficient performance, and subsequently Sjostrom filed a third party complaint against SBI on June 15, 2015; and

WHEREAS, after substantial discovery between the parties related to the asserted claims, defenses, and existing conditions related to the components at issue, the parties proceeded to mediation before retired Magistrate P. Michael Mahoney; and

WHEREAS, as a result of mediation the parties reached an agreement to resolve the pending litigation, to avoid further costs and expense, to effect certain repairs to the Rock Falls facility and to resolve all matters at issue between the parties.

NOW, THEREFORE, for good and valuable consideration and in consideration of the promises and undertakings stated in this Agreement, Rock Falls, Sjostrom, and SBI herein agree as follows:

1. SBI. SBI shall furnish, supply, and deliver to Rock Falls within a reasonable timeframe and in accordance with a schedule agreed upon between the parties, two complete upper bearing assemblies and all necessary associated component parts for replacement of same, for the primary screw lifts, to be installed in the middle and west primary units. In addition, SBI shall also provide one complete upper bearing assembly and all necessary associated component parts for installation in the secondary set of screw lifts, for replacement of the north unit. SBI

shall supply and provide these parts for a total aggregate cost of \$2,800.00, with costs of shipping, and installation the responsibility of SBI. The cost (\$2,800.00) shall be paid to SBI by Rock Falls within 30 days of installation. SBI's parts shall meet specifications, as originally intended for the Rock Falls Facility and if desired by Rock Falls approved by its consulting engineer, and the material certification from the foundry delineating such information shall be provided to Rock Falls prior to or concurrent with delivery of the components.

2. Sjostrom. Sjostrom shall, at no cost to Rock Falls, undertake all work and supply all labor necessary to replace 2 primary and 1 secondary upper bearing assemblies, with the upper bearing assembly parts provided by SBI, and in accordance with the time schedule mutually agreed on between the parties. This work shall consist of replacing two upper bearing assemblies at the primary screw lift building and one upper bearing assembly on the secondary screw lift. SBI shall be responsible for all costs associated with the installation of the three upper bearing assemblies, including but not limited to, payment to Sjostrom of all associated labor, material, and equipment costs on an agreed rate schedule.

In addition to the work performed to replace and install the identified upper bearing assemblies, Sjostrom shall also remove the screw lift located in the middle channel of the primary set of screw lift pumps, take all steps necessary to repair the defective grout on the underlying channel, and reinstall the screw lift in accordance with normal operating standards and specifications. The cost of repairing the grout, including but not limited to, the associated labor costs and materials, shall be borne equally between SBI and Sjostrom, but SBI's portion of the cost to repair will not exceed \$18,000.00. In the event the cost exceeds \$36,000.00, Sjostrom shall be responsible for the remaining balance. Rock Falls shall incur no cost to effectuate said grout repair or removal/replacement of the screw lift assembly.

3. Warranties. Upon completion of the installation of the three new upper bearing assemblies (2 primary, 1 secondary) SBI shall provide and issue a written warranty to Rock Falls covering the new upper bearing assemblies. The warranty shall be for a period of five years, from date of installation, during which time any failure of units and/or component parts of the upper bearing assemblies shall be repaired or replaced at SBI's expense. SBI agrees

to retain the services of Sjostrom, at SBI's expense, to effect any repairs or installation covered by this warranty. In addition to the warranty provided for the three new units, SBI shall issue and provide a three year warranty on all existing screw lift upper bearing housing assemblies (1 primary, 2 secondary), which warranty shall provide that costs of any needed repair and replacement shall be borne by SBI. SBI agrees to retain Sjostrom, at SBI's expense, to conduct any repairs and/or replacement needed to provide services under the warranty to Rock Falls. The three year warranty shall begin on the same date as the five year warranty.

4. Maintenance. In order to claim under the foregoing warranties, Rock Falls shall maintain compliance with maintenance and lubrication protocols as recommended by SBI. SBI shall provide, at a minimum, at least ½ day of further training on the maintenance and lubrication protocols of SBI, a copy of which instructions shall be provided in writing to Rock Falls. Rock Falls may, if desired, videotape any instruction provided by SBI. Rock Falls shall maintain a log of all such activities and furnish it to SBI, via email ([\\_\\_achappell@spaansbabcock.net](mailto:achappell@spaansbabcock.net)) not less than quarterly for the duration of the SBI warranties.

5. Inspection. Rock Falls shall make the primary and secondary screw lift areas and upper bearing assemblies available for inspection by SBI and/or Sjostrom prior to the contemplated repairs being conducted. During such inspection, SBI may, at its sole expense, perform any modification it believes is needed on the units, including, but not limited, to installation of dust seals and removal of any existing hose clamps. No such modification work shall interfere with the customary operation of the units.

6. Middle Primary Motor Components. Rock Falls agrees, following inspection of the middle (center) primary screw upper bearing assembly and motor components, to pay the costs of parts needed for replacement of any minor components needed due to the middle primary being off- line. The work and labor necessary to complete all such repairs shall be completed by SBI and/or Sjostrom at the time the upper bearing assembly is replaced, with Rock Falls reimbursing the costs of the replacement minor components needed due to the unit being off-line. SBI will remit payment to Sjostrom of all labor, materials, and equipment needed to perform the identified repair work. SBI and Sjostrom shall not be responsible for replacement or

repair of the motor, gearbox, or belt drive if caused by the City's non-operation of the unit during the out of service period.

7. Rock Falls. Upon completion of the work contemplated by this Agreement (e.g. replacement of upper bearing assemblies and repair of grout) and acceptance of such work by Rock Falls, Rock Falls agrees to release \$50,000.00 to Sjostrom as full and final payment of withheld retainage. SBI shall have no claim on such funds, in whole or in part, and upon receipt of said payment Sjostrom shall execute a final lien waiver.

8. Release.

A. Upon completion of the work contemplated by this Agreement, Rock Falls, its employees, agents, representatives, hereby release, acquit, and discharge Sjostrom and SBI, and their successors, assigns and all other persons, firms, corporations, associations, and partnerships, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation which Rock Falls now has or which may hereafter accrue on or in anyway arising out of and any and all known or unknown property damage and the consequences thereof resulting from or resulting from services provided by Sjostrom and SBI in connection with the Waste Water Treatment Plant and/or Main Lift Station, including, but not limited to, breach of contract and/or other claims, *expressly excepting and reserving those affirmative obligations set forth within this Agreement*.

B. Sjostrom, its employees, agents, representatives, hereby release, acquit, and discharge Rock Falls and SBI, as well as their successors, assigns and all other persons, firms, corporations, associations, and partnerships, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation which Sjostrom now has or which may hereafter accrue on or in anyway growing out of and any and all known or unknown property damage and the consequences thereof resulting or to result from services provided to Rock Falls or by SBI in connection with the Waste Water Treatment Plant and/or Main Lift Station, including, but not limited to, breach of contract and/or other claims, *expressly excepting and reserving those affirmative obligations set forth within this Agreement*.

C. SBI its employees, agents, representatives, hereby release acquit, and discharge Sjostrom, as well as its successors, assigns and all other persons, firms, corporations, associations, and partnerships, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation which SBI now has or which may hereafter accrue on or in anyway growing out of and any and all known or unknown property damage and the consequences thereof resulting or to result from services provided by SBI in connection with the Waste Water Treatment Plant and/or Main Lift Station, including, but not limited to, breach of contract and/or other claims, *expressly excepting and reserving those affirmative obligations set forth within this Agreement.*

9. Denials. This Agreement is hereby executed for the sole purpose of avoiding the risk and expense of litigation. Nothing contained herein shall be deemed to constitute an admission of liability by any party, which liability each party specifically denies.

10. Legal Counsel. Each of the parties represents and warrants to the other that they, respectively, have entered into this Agreement in good faith and voluntarily and based on such party's own evaluation of the wisdom and merits of taking such action, with the benefit of legal counsel, and without any duress or undue influence and, except as stated herein, without any representation or warranty or other inducement or promise, from the other party.

11. Integrated. This Agreement contains the entire agreement between the parties, and there are no other representations or warranties, promises, covenants or undertakings as to the subject matter hereof other than those expressed herein.

12. Drafting. This Agreement has been subject to negotiations and discussions among the parties and their counsel. It has been, and shall be construed to have been drafted by all parties to it, so that any rule construing ambiguities against the drafter shall have no force and effect.

13. Counterparts. This Agreement may be executed by signatures on one or more counterparts. If so executed, the various counterparts shall be considered as one instrument. For convenience, the various signatures will be collective and annexed to one or more documents to form complete counterparts and such signatures may be transferred via facsimile or electronic mail as if they were originals.

14. Enforcement of Settlement Agreement. The parties herein agree, to the extent necessary to enforce the terms and conditions of this Agreement, that a party to this Agreement may file an action in the Circuit Court of the Fourteenth Judicial Circuit, Whiteside County, Illinois, and each party herein expressly consents to jurisdiction, venue, and the authority of the court to enforce this Agreement. The prevailing party in any such action shall be entitled to reasonable attorney fees and court costs.

15. Dismissal of Pending Action. Upon execution of this Agreement the parties expressly agree to execute all documents necessary to dismiss the above pending action reflecting resolution of all claims.

16. Prevailing Wage. To the extent required by law, Sjostrom and SBI shall comply with the Illinois Prevailing Wage Act in performing their obligations under this Agreement.

17. Notice. To the extent that any party desires, or is required, to provide Notice to another party, it shall be sent certified mail or by hand delivery to:

City of Rock Falls  
Attn: City Administrator  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071

Sjostrom & Sons, Inc.  
P.O. Box 5766  
1129 Harrison Avenue  
Rockford, IL 61104

Spaans Babcock, Inc.  
80 Toronto Street  
Barrie, ON L4N 1V2

CITY OF ROCK FALLS, Illinois

By \_\_\_\_\_

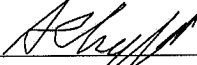
Its \_\_\_\_\_

SJOSTROM & SONS, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

SPAANS BABCOCK, INC.

By  Adam Chappell

Its Managing Director