

# 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's Office*  
815-622-1100  
Ext. 4

*City Treasurer*  
Kay Abner  
815-622-1100

## City Council Agenda Rock Falls Council Chambers May 21, 2019 6:30 p.m.

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

### **Audience Requests:**

### **Presentation of Award:**

Presentation of the Groundwater/Electric Scholarship Award to  
Payton Yanes

### **Community Affairs:**

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

### **Consent Agenda:**

1. Approval of the Minutes of the May 7, 2019 Regular Council Meeting
2. Approval of bills as presented.

### **Ordinance Second Reading:**

1. Ordinance 2019-2423 Amending Chapter 32, Articles II and III; relating to  
Changes in Utility Bills

### **City Administrator Robbin Blackert:**

### **Information/Correspondence:**

City Clerk's Office  
James Reese, City Attorney  
Brian Frickenstein, City Engineer

### **Department Heads:**

### **Alderman Reports/Committee Chairman Requests:**

Ward 1  
Alderman Bill Wangelin

Ward 2

**Alderman Glen Kuhlemier – Finance Committee Chairman**

**Alderman Brian Snow – Building Code Committee Chairman**

1. Approve Ordinance 2019-2424 Authorizing the Sale of Real Estate and Invitation to Bid Thereon – 200 ½ E 4<sup>th</sup> Street, Rock Falls IL

Ward 3

**Alderman Jim Schuneman – Utilities Committee Chairman**

1. Approve agreement for Wireless Monitoring Services with Metropolitan Industries, Inc. 37 Forestwood Drive, Romeoville, IL 60446 in the amount of \$45.00 per month

**Alderman Rod Kleckler**

Ward 4

**Alderman Lee Folsom**

**Alderman Violet Sobottka**

**Mayor's Report:**

1. Resolution 2019-824 Approving and Consenting to Refinancing of Rock Falls Hotel Development Group, LLC in Connection with the Rock Falls Holiday Inn Located in the Downtown Redevelopment Project Area

**Adjournment:**

**Next City Council Meeting: June 4, 2019**

Posted 05-17-2019

Michelle Conklin, Deputy City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108; promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

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

May 7, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. May 7, 2019 in the Council Chambers by Mayor William B. Wescott.

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

The American Legion Poppy Queen, Stella Corbin, presented Mayor Wescott and the Rock Falls City Council with poppies.

**Consent Agenda:**

The consent agenda numbers 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the April 16, 2019 Regular Council Meeting
2. Approval of bills as presented.

A motion was made by Alderman Snow and second by Alderman Wangelin to approve consent agenda items 1 and 2.

**Vote 6 aye, motion carried.**

**Seating of Newly Elected Officials:**

Dana Nelson, County Canvassing Board of Whiteside County, Illinois completed the Canvass of Votes cast at the April 2, 2019 Consolidated Election. Results are as follows:

Daehle Reitzel - Ward 1  
Glen R. Kuhlemier - Ward 2  
Rodney G. Kleckler - Ward 3  
Lee R. Folsom - Ward 4  
Violet L. Sobottka - Ward 4

Deputy Clerk Michelle Conklin sworn in Alderman Glen R. Kuhlemier, Alderman Rodney G. Kleckler and Alderman Violet L. Sobottka.

**Ordinance First Reading:**

A motion was made by Alderman Sobottka and second by Alderman Schuneman to approve the first reading of Ordinance 2019-2423 Amending Chapter 32, Articles II and III; relating to Changes in Utility Bills.

**Viva Voce Vote, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Ordinance 2019-2422 Authorizing the Lease of Real Estate for Haying.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Kuhlemier and second by Alderman Sobottka to approve Ordinance 2019-2421 Approving a New Collective Bargaining Agreement with the Fraternal Order of Police, for the time period of May 1, 2019 to April 30, 2024 covering Sworn Peace Officers with the rank of Sergeant and below.

**Vote 6 aye, motion carried.**

**Alderman Reports/Committee Chairman Requests:**

A motion was made by Alderman Kuhlemier and second by Alderman Schuneman for the Approval of Utility Office Write-Offs for January 2019 through March 2019.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Kuhlemier and second by Alderman Schuneman to award the bid of the Lakeside Bearing Installation project to DPS Equipment Services, P.O. Box 55, Caledonia, IL 61011 in the amount of \$47,0000.00.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Wangelin to approve the restructuring of the Customer Utility Deposits to the new 4 tier system.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Sobottka to approve amendments to the Apprentice Lineman Job Description.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Schuneman to award the bid for the sale of 1006 Avenue A, Rock Falls IL to Danny Basarich, 1976 Lennox Rd, Dixon IL in the amount of \$2,500.00

**Vote 6 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Sobottka to award the bid for the demolition of 1606 4<sup>th</sup> Avenue, Rock Falls IL to Furr Excavating, 30592 Duden Road, Rock Falls IL in the amount of \$5,400.00

**Vote 6 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Wangelin to approve Resolution 2019-823 Authorizing the Sale of Surplus Real Estate, 1206 13<sup>th</sup> Avenue, Rock Falls IL.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to approve Façade Improvement Application for River Bridge LLC in the amount of \$5,000.00.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to approve the award for Trough Cleaning and Sealing of Cracks in Screw Lift Channels to J Law Concrete LLC, 10178 Senora Plaza, Rock Falls, IL 61071 in the amount of \$17,880.00.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve the purchase of a 61" deck lawnmower from Mike's Repair, 901 Dixon Ave. Rock Falls, IL 61071 in the amount of \$7,299.00.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to accept the bid for the purchase of Pipe Tamer Trailer from ISCO Ind., 303 Mound Road, Rockdale, IL 60436 in the amount of \$37,652.00.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to approve the agreement between the Illinois Municipal Electric Agency and the City of Rock Falls as prepared by Baller, Stokes & Lide for installation of a solar generation facility to be interconnected with the City's distribution system.

Alderman Kleckler objected to the agreement, it has nothing to do with the solar farm but about fair compensation for the people of Rock Falls. The agreement has no purchase or lease dollar amount for the 6 ½ acres and there is no termination date for the agreement. The City will not be compensated for time, legal fees etc. This a bad agreement for the people of Rock Falls and it is our job to protect their interests.

City Administrator Robbin Blackert spoke to the positive relationship between the City of Rock Falls and the Illinois Municipal Electric Agency, and the positive benefits of the solar array.

**Vote 5 aye, 1 nay (Alderman Kleckler) motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to approve an Easement granting access to the Illinois Municipal Electric Agency to construct, operate and maintain a solar electric generation facility.

**5 aye, 1 nay (Alderman Kleckler), motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to award the low bid for Avenue A Substation Transformer Purchase to Howard Industries Inc. P.O. Box 1588, Laurel MS 39411 in the amount of \$547,000.00.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to award the low bid for Avenue A Substation Switchgear Purchase to Powercon Corp., 1551 Florida Ave, Severn MD 02114 in the amount of \$1,113,658.00.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to award the low bid for Avenue A Substation Generator Upgrades including all three alternate proposals to Altorfer Inc., 6415 W Fauber Rd, Bartonville IL 61607 in the amount of \$839,221.00.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve the purchase of Materials to restore stock from Pirtano, 1766 Armitage Court, Addison IL 60101 in the amount of \$25,083.28.

**Vote 6 aye, motion carried.**

Alderman Schuneman informed the Council that the Tourism Committee Meeting will be held tomorrow, 05-08-2019 at 10:00 a.m.

A motion was made by Alderman Kleckler to have the City Attorney make a determination if the Agreement with the Illinois Municipal Electric Agency is or is not a lease and if we reach the  $\frac{3}{4}$  requirement for corporate authorities on it.

**Motion died for lack of second.**

A motion was made by Alderman Snow and second by Alderman Sobottka to enter into Executive Session for the purposes of Personnel - Section 2(c)(1) Employee hiring, firing, compensation, discipline and performance.

**Vote 6 aye, motion carried. (7:02 p.m.)**

A motion was made by Alderman Snow and second by Alderman Sobottka to return to regular session.

**Vote 6 aye, motion carried. (7:07 p.m.)**

A motion was made by Alderman Snow and second by Alderman Sobottka to approve the recommendation of the Personnel Committee for the hiring of the electric department and water department employees, after they have passed the background and pre-employment physicals.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Snow to adjourn.

**Viva Voce Vote, motion carried (7:08 p.m.)**

  
Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois May 21, 2019

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:

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Tourism		\$1,328.33
General Fund		\$297,438.12
Industrial Development		\$775.94
Electric		\$618,495.95
Fiber OpticBroadband	Taxable	\$52,156.42
Fiber Optic Broadband	Tax Exempt	\$62,661.10
Sewer		\$146,865.57
Water		\$61,811.12
Garbage		\$41,813.40
Customer Service Center		\$3,500.00
Customer Utility Deposits		\$736.67
		<hr/>
		\$1,287,582.62

Alderman Kuhlemier  
Alderman Kleckler

DATE: 05/09/19  
 TIME: 11:20:03  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/10/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1289	CITY OF ROCK FALLS UTILITIES		75.00
2796	U.S. CELLULAR		108.47
4815	TDG COMMUNICATIONS INC		45.00
795	SBM BUSINESS EQUIPMENT CENTER	351.94	97.26
	TOURISM		325.73
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON		3,630.00
4392	WILLIAM B WESCOTT		40.00
4941	MUNICIPAL INSUR COOP AGENCY		230,161.36
753	ROCK FALLS CHAMBER OF COMMERCE		500.00
	ADMINISTRATION		234,331.36
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT		40.00
	CITY ADMINISTRATOR		40.00
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON		55.00
	PLANNING/ZONING		55.00
04	BUILDING		
1023	WILLETT, HOFMANN & ASSOCIATES		4,625.50
2797	MARK SEARING		40.00
795	SBM BUSINESS EQUIPMENT CENTER	351.94	84.31
	BUILDING		4,749.81
06	POLICE		



INVOICES DUE ON/BEFORE 05/10/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1448	IL DEPT OF INNOVATION &		398.43
1472	WARD, MURRAY, PACE & JOHNSON		220.00
295	PAM ERBY		50.00
350	GISI BROS. INC.		1,013.61
5096	TREASURER, STATE OF ILLINOIS		15.00
5097	ILLINOIS STATE POLICE		90.00
5098	ILLINOIS OFFICE OF THE		90.00
533	LECTRONICS, INC.	206.87	318.00
55	ARAMARK UNIFORM SERVICES, INC.	229.79	88.30
795	SBM BUSINESS EQUIPMENT CENTER	351.94	104.56
	POLICE		2,387.90
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC		778.00
	CODE HEARING DEPARTMENT		778.00
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES		23,246.80
1224	AIRGAS USA LLC		32.90
1449	QUALITY READY MIX		767.25
194	GRUMMERT'S HARDWARE - R.F.	268.12	6.90
323	HOLLAND AND SONS, INC		213.11
4207	O'REILLY AUTOMOTIVE INC	27.28	4.25
4827	KELLEY WILLIAMSON COMPANY		797.95
4862	HAMPTON EQUIPMENT CO INC		219.34
5141	CINTAS CORPORATION		31.86
529	LAWSON PRODUCTS, INC.		101.15
55	ARAMARK UNIFORM SERVICES, INC.	229.79	240.53
852	S.J. SMITH CO INC		115.75
	STREET		25,777.79
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	268.12	11.69
533	LECTRONICS, INC.	206.87	39.00
T0003035	BYERS ENTERPRISES LLC		135.00
	PUBLIC PROPERTY		185.69

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INVOICES DUE ON/BEFORE 05/10/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON		220.00
295	PAM ERBY		50.00
4011	SAUK VALLEY BANK & TRUST CO.		2,481.25
4396	GARY COOK		40.00
	FIRE		2,791.25
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON		110.00
	INDUSTRIAL DEVELOPMENT		110.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	162.00	1,015.00
1224	AIRGAS USA LLC		39.78
1279	WILCO RENTAL		239.95
1472	WARD, MURRAY, PACE & JOHNSON		770.00
194	GRUMMERT'S HARDWARE - R.F.	268.12	181.12
2451	MENARDS		162.92
4011	SAUK VALLEY BANK & TRUST CO.		30.00
437	ILLINOIS MUNICIPAL ELECTRIC		331,839.16
4903	VERTIV SERVICES INC		1,134.00
4941	MUNICIPAL INSUR COOP AGENCY		156,928.20
5003	PIRTANO		10,271.68
5018	USIC LOCATING SERVICES LLC		1,981.20
5022	AIMS MECHANICAL, LLC		3,576.00
5141	CINTAS CORPORATION		34.39
5261	VITA PLUS - LANARK		4,386.49
529	LAWSON PRODUCTS, INC.		114.12
533	ELECTRONICS, INC.	206.87	139.00
651	NICOR		107.41
795	SBM BUSINESS EQUIPMENT CENTER	351.94	65.00
	OPERATION & MAINTENANCE		513,015.42
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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FIBER OPTIC	BROADBAND/TAXABLE		
23	FIBER OPTIC BROADBAND/TAXABLE		
2451	MENARDS		159.47
5197	COS SYSTEMS INC		500.00
5207	INTERNET SERVICES PROVIDER NET		4,500.00
5218	COMMUNICATIONS & ELECTRICAL	263.36	175.51
5225	SYNDEO NETWORKS INC		37,113.68
5244	MINDFIRE COMMUNICATIONS		9,196.35
795	SBM BUSINESS EQUIPMENT CENTER	351.94	65.00
T0004320	HOOTIES DESIGN		300.00
	FIBER OPTIC BROADBAND/TAXABLE		52,010.01
FIBER OPTIC	BROADBAND/TXEXEMPT		
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5003	PIRTANO		52,819.00
5200	WALKER & ASSOCIATES, INC.		6,034.61
	FIBER OPTIC BROADBAND/TXEXEMPT		58,853.61
SEWER FUND			
30	SEWER		
2606	MIKE'S REPAIR SERVICE		7,299.00
	SEWER		7,299.00
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	162.00	1,989.60
1449	QUALITY READY MIX		1,295.50
1472	WARD, MURRAY, PACE & JOHNSON		220.00
194	GRUMMERT'S HARDWARE - R.F.	268.12	6.74
2451	MENARDS		120.50
2517	PRAIRIE HILL RDF		781.12
2606	MIKE'S REPAIR SERVICE		197.83
34	ALTORFER INC.	120.77	91.56
4027	WHITESIDE COUNTY RECORDER	86.00	21.50
4119	USA BLUE BOOK		854.58
4446	MORING DISPOSAL, INC.		1,800.00
4827	KELLEY WILLIAMSON COMPANY		279.88
4941	MUNICIPAL INSUR COOP AGENCY		94,156.92

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
5131	METROPOLITAN INDUSTRIES, INC.		1,082.50
5141	CINTAS CORPORATION		45.33
533	LECTRONICS, INC.	206.87	69.00
651	NICOR		61.94
	OPERATION & MAINTENANCE		103,074.50
WATER FUND			
48	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	162.00	868.96
1472	WARD, MURRAY, PACE & JOHNSON		220.00
2606	MIKE'S REPAIR SERVICE		112.98
2796	U.S. CELLULAR		301.98
2847	PDC LABORATORIES, INC.		289.50
4027	WHITESIDE COUNTY RECORDER	86.00	21.50
4651	MOST PLUMBING & MECHANICAL LLC		358.00
4655	WHEELHOUSE, INC.	49.00	94.25
4707	KIMBALL MIDWEST		669.57
4827	KELLEY WILLIAMSON COMPANY		84.22
4913	MID-WEST TRUCKERS ASSOC INC		66.30
4941	MUNICIPAL INSUR COOP AGENCY		41,847.52
5141	CINTAS CORPORATION		25.50
5171	POLLARD WATER	146.16	58.00
5239	SNAIL MAIL LOGISTICS		750.00
55	ARAMARK UNIFORM SERVICES, INC.	229.79	109.89
795	SBM BUSINESS EQUIPMENT CENTER	351.94	68.47
	OPERATION & MAINTENANCE		45,946.64
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON		55.00
	GARBAGE		55.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
204	COMMUNITY STATE BANK		92.39

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INVOICES DUE ON/BEFORE 05/10/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4620	TRI-COUNTY OPP COUNCIL	62.42	150.00
T0000748	DONALD SIMESTER		1.77
T0005123	OCEANNA OLROYD		14.44
T0005124	JASON LIRA		20.00
T0005125	BRENT BRIGHT		4.50
	CUSTOMER UTILITY DEPOSITS		283.10
	TOTAL ALL DEPARTMENTS		1,052,069.81

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 05/17/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	75.00	202.60
4302	ROCK FALLS OPTIMIST CLUB		500.00
T0004325	JJM PRINTING INC	40.00	300.00
	TOURISM		1,002.60
GENERAL FUND			
01	ADMINISTRATION		
4861	CIRCUIT CLERK OF WHITESIDE CO		300.00
795	SBM BUSINESS EQUIPMENT CENTER	836.54	8.70
	ADMINISTRATION		308.70
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	836.54	8.70
	CITY ADMINISTRATOR		8.70
04	BUILDING		
5253	WEX BANK		110.65
	BUILDING		110.65
05	CITY CLERK'S OFFICE		
795	SBM BUSINESS EQUIPMENT CENTER	836.54	97.00
	CITY CLERK'S OFFICE		97.00
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	75.00	1,208.32
1853	MOORE TIRES INC.		685.00
194	GRUMMERT'S HARDWARE - R.F.	474.57	13.97
3010	CUSTOM MONOGRAM		14.00
4508	LEXISNEXIS RISK SOLUTIONS		30.00

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
06	POLICE		
4692	PANTHER UNIFORMS, INC.		113.65
5110	KUNES COUNTRY AUTO GROUP		4,080.65
5253	WEX BANK		2,344.61
752	ROCK FALLS AREA DOG CONTROL		480.42
	POLICE		8,970.62
07	CODE HEARING DEPARTMENT		
795	SBM BUSINESS EQUIPMENT CENTER	836.54	8.70
	CODE HEARING DEPARTMENT		8.70
10	STREET		
1040	ZARNOTH BRUSH WORKS, INC.		126.50
1224	AIRGAS USA LLC	72.68	79.32
1289	CITY OF ROCK FALLS UTILITIES	75.00	613.02
1325	SPENCER'S AUTOMOTIVE, INC.		716.19
194	GRUMMERT'S HARDWARE - R.F.	474.57	21.88
4207	O'REILLY AUTOMOTIVE INC	31.53	42.99
5253	WEX BANK		214.97
55	ARAMARK UNIFORM SERVICES, INC.	668.51	115.64
651	NICOR	169.35	426.93
	STREET		2,357.44
12	PUBLIC PROPERTY		
1013	WHITESIDE COUNTY COLLECTOR		3,073.86
1289	CITY OF ROCK FALLS UTILITIES	75.00	7,385.80
651	NICOR	169.35	144.76
	PUBLIC PROPERTY		10,604.42
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	75.00	1,295.54
4207	O'REILLY AUTOMOTIVE INC	31.53	25.64
423	AT&T		65.20

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
5103	AIR ONE EQUIPMENT, INC.		135.88
5252	EWERS GARAGE INC		826.94
5253	WEX BANK		800.29
T0003483	B & A GLASS		639.60
T0005094	SCHMITZ JANITORIAL SUPPLY		86.00
	FIRE		3,875.09
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1013	WHITESIDE COUNTY COLLECTOR		620.44
1052	SAUK VALLEY MEDIA	75.00	45.50
	INDUSTRIAL DEVELOPMENT		665.94
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	4,035.56	6,940.50
1289	CITY OF ROCK FALLS UTILITIES	75.00	12,399.44
194	GRUMMERT'S HARDWARE - R.F.	474.57	34.99
2140	MCMASTER-CARR SUPPLY		239.22
34	ALTORFER INC.	212.33	4,164.00
4215	POWER LINE SUPPLY		2,415.00
423	AT&T		173.81
4548	ELEVATOR CONSTRUCTION		1,000.00
4620	TRI-COUNTY OPP COUNCIL	212.42	316.47
4938	MICHLIG ENERGY LTD		14,532.73
5022	AIMS MECHANICAL, LLC	3,576.00	54,640.00
5107	J F BRENNAN CO INC		6,200.00
5253	WEX BANK		1,203.33
651	NICOR	169.35	492.04
795	SBM BUSINESS EQUIPMENT CENTER	836.54	729.00
	OPERATION & MAINTENANCE		105,480.53
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5253	WEX BANK		146.41
	FIBER OPTIC BROADBAND/TAXABLE		146.41



DATE: 05/16/19  
TIME: 15:02:52  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 05/17/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
FIBER OPTIC 24	BROADBAND/TXEXEMPT FIBER OPTIC BROADBAND/TXEXEMPT		
5242	CLEARFIELD INC	1,617.60	3,807.49
	FIBER OPTIC BROADBAND/TXEXEMPT		3,807.49
SEWER FUND			
30	SEWER		
631	MURRAY & SONS EXCAVATING, INC		7,077.50
	SEWER		7,077.50
38	OPERATION & MAINTENANCE		
1013	WHITESIDE COUNTY COLLECTOR		2,170.06
1289	CITY OF ROCK FALLS UTILITIES	75.00	22,423.29
1853	MOORE TIRES INC.		210.10
194	GRUMMERT'S HARDWARE - R.F.	474.57	291.56
2606	MIKE'S REPAIR SERVICE	7,609.81	184.88
34	ALTORFER INC.	212.33	914.00
423	AT&T		846.93
4796	VERIZON WIRELESS		193.26
482	JOHNSON OIL CO		728.75
4865	ANDREW BEHRENS		347.38
5253	WEX BANK		325.77
651	NICOR	169.35	777.51
67	B & D SUPPLY CO.	33.50	1.08
	OPERATION & MAINTENANCE		29,414.57
WATER FUND			
48	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	75.00	7,674.79
1466	ALARM DETECTION SYSTEMS, INC.		2,677.20
194	GRUMMERT'S HARDWARE - R.F.	474.57	431.51
4361	FERGUSON WATERWORKS #2516	1,400.68	136.59
4707	KIMBALL MIDWEST	669.57	946.86
4913	MID-WEST TRUCKERS ASSOC INC	66.30	78.75
5151	LEE JENSEN SALES CO, INC.		480.00
5171	POLLARD WATER	204.16	340.42
5253	WEX BANK		453.40

DATE: 05/16/19  
TIME: 15:02:52  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 05/17/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
55	ARAMARK UNIFORM SERVICES, INC.	668.51	102.34
651	NICOR	169.35	2,405.22
T0004687	CHAMPION CHISEL WORKS, INC		137.40
	OPERATION & MAINTENANCE		15,864.48
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	1,800.00	41,758.40
	GARBAGE		41,758.40
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER		3,500.00
	CUSTOMER SERVICE CENTER		3,500.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005126	MONTAE GREEN		28.37
T0005127	BRIAN BUCKLEY		6.31
T0005128	DAVID T ALLEN		418.89
	CUSTOMER UTILITY DEPOSITS		453.57
	TOTAL ALL DEPARTMENTS		235,512.81

**ORDINANCE NO. 2019-2423**

**ORDINANCE AMENDING CHAPTER 32, ARTICLES II AND III  
OF THE ROCK FALLS CITY CODE  
RELATING TO CHANGES IN UTILITY BILLS**

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-117-1, permits the City of Rock Falls (the “City”) to fix the rates and charges for products sold and the services rendered by any public utility owned and operated by it within the City limits and to make all needful rules and regulations in relation thereto; and

**WHEREAS**, the City operates and provides a number of utilities for the residents of Rock Falls and members of the public; and

**WHEREAS**, the City has previously restructured the billing for its various utility services into one utility office; and

**WHEREAS**, the Mayor and City Council of the City of Rock Falls have determined it in the best interests of the City to clarify and update the provisions of the Rock Falls City Code with respect to the operation of the utility office, billing for utility services, and the rules and regulations in relation thereto.

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

**SECTION 1:** That Chapter 32, Article II, Section 32-21, as amended, be further amended to read as follows:

**“Sec. 32-21. - No new service to persons owing charges in arrears.**

No person owing utility charges and moving to other premises where there are city utility connections or where connections shall afterwards be made shall be served until such charges in arrears are paid in full.”

**SECTION 2:** That in all other respects, Chapter 32, Article II, Section 32-21 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 3:** That Chapter 32, Article II, Section 32-22, as amended, be further amended to read as follows:

**“Sec. 32-22. - Bills generally; delayed payment.**

- (a) The rates specified within this Code for electrical, water, sanitary sewer, garbage collection and fiber services shall be applied to the service utilized by each customer of a utility department, and a written bill shall be prepared by the city's utilities office. Each bill prepared shall be mailed to the customer at the address

provided therefor by the customer to the utilities office. Each bill shall contain the following information:

- (1) The time period and number of days of utility services provided for each service;
- (2) The amount owed for each utility service supplied;
- (3) The date when complete payment is due, which date shall be not less than 15 days after the date the bill is prepared;
- (4) Notice whether the bill for each service is based upon actual or estimated measurement of the amount of utility services supplied; and
- (5) Notice that residential customers may call the utilities office, city hall, at the telephone number listed on the bill, in order to:
  - a. Dispute the amount of any utility charge;
  - b. Avoid termination of utility services for non-payment in accordance with the provisions of this article; or
  - c. Request the restoration of any utility service previously terminated.

(b) The utilities office shall upon request by any customer provide information as to the following:

- (1) The procedure to dispute any charge for utility services;
- (2) The procedure to avoid termination of any utility service due to non-payment of charges;
- (3) The procedure for a tenant of any residential property to avoid termination of utility services due to failure by the landlord to pay the utility charges; and
- (4) The procedure to obtain reinstatement of utility services.

(c) Any time before the date specified within any notice to a customer as the date of termination of utility services for non-payment of a bill, or for violation of any provision of this Code, or within ten days following the giving of a notice of rejection for utility services, the customer may dispute the basis for the proposed termination of services or the basis for the rejection; provided, however, that the customer shall not be entitled to dispute the basis of termination or rejection for services if the basis was the subject of a previous dispute which was either:

- (1) Adjudicated pursuant to this section; or
  - (2) Not properly challenged by the customer's failure to follow the procedure set out in this section.
- (d) The procedure to dispute termination of services or rejection for services shall be as follows:
- (1) Before the date specified in the notice for termination of services or within ten days following receipt of notice of rejection for services, the customer shall notify the superintendent of the utilities office of the city, in writing, that the customer disputes all or part of the amounts shown on the bill, or disputes the basis for rejection of services, or that the customer claims other reasons for disputing the right of the city to terminate services or the right of the city to reject the customer for services. Such writing shall state as completely as possible the basis and nature of the dispute.
  - (2) If the superintendent of the utilities office determines that the dispute is untimely, or that the customer previously disputed the termination or the rejection upon the same basis, the superintendent shall mail to the customer a notice stating that the present dispute is untimely or invalid for prior adjudication. A dispute is untimely if filed after service has been terminated.
  - (3) If the superintendent of the utilities office determines that the dispute is not untimely or invalid under this section, the superintendent shall, within three days after receipt of the customer's notice, arrange an informal meeting between the customer and the superintendent of each affected utility department.
  - (4) The superintendent of each affected utility department shall attempt to resolve the dispute in a manner satisfactory to the department and the customer, based upon the department's records, the customer's allegations and other relevant materials available to the superintendent, at such meeting. The superintendent of each affected utility department shall, within five days after the meeting with the customer, mail to the customer a copy of the superintendent's decision resolving the dispute.
  - (5) If the decision of the superintendent is unsatisfactory to the customer, the customer, within five days of mailing of the decision by the superintendent of the affected department, may file in writing with the superintendent of the utilities office a request for a formal hearing before the utilities committee of the city council. Upon filing of the request by the customer, a formal hearing shall be held by the utilities committee within ten days following receipt of the customer's request for such hearing.

- (6) At the hearing before the utilities committee, the superintendent of the affected utility department and the customer shall be entitled to present all evidence that, in the view of the utilities committee, is relevant and material to the dispute, and the committee shall be entitled to examine and cross examine witnesses. A record of the hearing shall be maintained.
  - (7) At the conclusion of the hearing, the utilities committee shall render a decision on the dispute. Such decision shall be reduced to writing and a copy thereof shall be mailed to the customer within five days of the hearing. The decision shall be final and binding on the affected utility department, and on the customer.
- (e) Utilization of the dispute procedure provided for in this section shall not relieve a customer of the obligation to timely and completely pay all other undisputed utility charges for services supplied by the city or to timely and completely pay undisputed portions of amounts which are subject to the instant dispute, or to otherwise comply with the requirements of this Code. Failure by the customer to timely and completely pay all such undisputed amounts or to otherwise comply with requirements of this Code shall be cause for termination of the utility service in accordance with the provisions of this article.
- (f) Until the date of the decision of the affected utility department superintendent becomes final, or until the date of the decision of the utilities committee (if the customer shall have appealed the superintendent's decision) the utility service which has been the subject of the dispute shall not be terminated based solely upon the matters in dispute; provided, however, that nothing shall prohibit termination of the utility service for other cause which is undisputed by the customer. If the decision of the superintendent or the utilities committee, as applicable, is unfavorable to the customer disputing the charge, the notice to the customer of such unfavorable decision shall specify a date not less than five days after such notice within which all disputed amounts must be paid or within which other such corrective action must be taken by the customer in order to avoid termination of the utility services. Failure by the customer to pay or take such other action within the time specified in such notice shall then be cause for termination of the utility services at the expiration of the time period.
- (g) Except as otherwise provided in subsection (f) of this section, the provisions of this subsection shall govern all termination of utility service for non-payment of utility charges or for failure to comply with other requirements of this Code.
- (1) If, by the payment date shown on any bill for utility services, the city shall not have received complete payment of the amounts shown on the bill or if the violations alleged within any notice of violation of provisions of this Code shall have not been corrected by the date specified in such violation notice, the utilities office shall mail to or personally serve upon the customer a notice of termination of utility services.

- (2) The notice of termination shall contain the following information:
- a. The amount to be paid or the nature of the violation to be corrected;
  - b. The date of the notice of termination;
  - c. The date after which termination of utility services shall be made, which date shall be at least eight days from the date of the notice of termination;
  - d. Notice that unless the payment of the amounts specified or that the affected utility department superintendent has certified that the violation has been corrected prior to the date of termination, that the utility service shall be terminated under this subsection (g);
  - e. Notice that in lieu of paying the entire amount shown, a customer, prior to the date of termination, may notify the utilities office that he disputes the correctness of all or part of the amount shown or that he disputes that he is in violation of provisions of this Code cited as authority for the termination notice, provided that the basis of the dispute shall not have been the subject of a previous dispute either waived or adjudicated.

- (3) If, prior to the date specified within the notice after which utility services will be terminated, the city shall not have received complete payment of the amounts shown on the notice of termination and if no notice of dispute under subsection (f) of this section shall have been received by the city, or if the customer shall not have corrected any violation of provisions of this Code as shown on the notice of termination, then the utility services which are the subject of the notice of termination shall be terminated and disconnected. If, however, the customer pays the entire amount shown on the notice of termination, or if the superintendent of the affected utility department certifies that the violations of this Code serving as the basis for the notice of termination have been corrected, then such payment or correction shall be considered timely, and the notice of termination shall be ineffective.

(h)

- (1) Utility services shall be terminated for non-payment only during the hours of 8:00 a.m. to 4:00 p.m. Monday through Thursday; and on Friday during the hours of 8:00 a.m. to 12:00 p.m.
- (2) No terminations shall be permitted on a legal holiday or on the day before a legal holiday, and a federal holiday or on the day before a federal holiday.

- (3) No terminations of utility services shall be permitted on a day when the low temperature forecast for the following 24 hours, as reported by the National Weather Service at its first order station nearest the residence, includes a forecast that the temperature will be below 20 degrees Fahrenheit. If the utility service to a residential customer has been terminated and not reinstated by 5:00 p.m. on the day of termination, when the low temperature within the previous 24 hours, as reported by the National Weather Service at its first order station nearest residence, was below 32 degrees Fahrenheit, the utilities office shall notify the police department of the city on the day of termination of the following:
- a. The name of the customer;
  - b. The address and location of the residence no longer receiving such utility services;
  - c. The possible threat to the health and life of all persons residing at the residence.
- (i) In the event of termination of utility services in accordance with the provisions of this section, such utility services shall be reinstated to the customer within one full working day of receipt by the utilities office of complete payment of the amount prompting the termination (including required deposits) and any reconnection charges, or receipt of notice from the superintendent of the affected utility department that the violation of the provision of this Code giving rise to the termination has been corrected. Such payment or correction of violations shall not be considered timely for purposes of this article.
- (j) Forty days from the termination of services of a tenant, billing of capital improvement and debt charges become the responsibility of the landlord. Tenant will be final billed and billing shall be thereafter set up in the landlord's name.
- (k) In computing any period of time prescribed by this section, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the next day which is not a Saturday, Sunday or legal holiday. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.
- (l) In addition to being subject to a termination of service pursuant to this section, each bill for utility services which shall not have been paid by the customer on or prior to the due date shown on the monthly bill, shall have added to the bill the amount of five percent of the monthly bill as a late payment penalty, unless the customer listed on the bill is 65 years or older before the time listed as the due date, or if the customer is receiving federal Social Security Disability and can provide proof of coverage to city staff.”



**SECTION 4:** That in all other respects, Chapter 32, Article II, Section 32-22 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 5:** That Chapter 32, Article II, Section 32-23, as amended, be further amended to read as follows:

**“Sec. 32-23. - Delinquent payment constitutes lien upon real estate; statements filed.**

If the charges for utility services for water or for sanitary sewer services shall not have been paid within forty (40) days after mailing of the bill for such water or sewer services, such charges shall be deemed to be delinquent and thereafter such delinquencies shall constitute a lien upon the real estate for which such utility services are supplied. The city clerk is authorized and directed to prepare and file with the county recorder of deeds a statement of lien claim for the amount of delinquency and lien in the form as required by statute authorizing the filing of such lien statement. If the user whose bill is unpaid is not the owner of the real estate being served, then prior to the filing of such lien, the city clerk shall send to the owner or owners of record of the real estate, as referenced by the taxpayer’s identification number: (i) a copy of each delinquency notice sent to the person who is delinquent in paying the charges or rates, or such other notice sufficient to inform the owner or owners of record that the charges or rates have become delinquent; and (ii) a notice that unpaid charges or rates may create a lien on the real estate under section 5/11-139-8 of the Illinois Municipal Code. Upon the filing of any lien under this section, the city clerk shall send a copy of the notice of the lien to the owner or owners of record of the real estate. Any property subject to a lien for unpaid charges shall be subject to foreclosure of such lien by bill in equity in the name of the city, in accordance with procedures under the statute providing for such liens. Upon authorization by the city council, the city attorney will be authorized and directed to institute such proceedings in the name of the city in any court having jurisdiction over such matters against any property for which the city is entitled to a lien under this provision or any provision of any statute of the state.”

**SECTION 6:** That in all other respects, Chapter 32, Article II, Section 32-23 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 7:** That Chapter 32, Article II, Section 32-27(b), as amended, be further amended to read as follows:

- “(b) A customer from whom supplemental or additional charges under this section are due may make request to the superintendent of the utility department from which the supplemental or additional service was obtained, that such additional or supplemental charges be payable in installments by addition of equal amounts to multiple monthly bills, not exceeding 12 months, unless the superintendent of the utility department, with the advice and consent of the utilities committee, grants a request from the customer for additional time for payment of the additional or supplemental charges. The granting of additional time to complete repayment under an installment agreement shall be based on the total additional charges subject to repayment, in light of the customer's financial circumstances. The obligation for initiating the request for installment payment option shall be that of

the customer, and the utility superintendent shall, in determining whether to grant the request for installment payment, ensure that the city obtains from the customer adequate assurance and security for payment of the amounts due. The agreement for installment payments shall be reduced to writing, and shall be signed by the customer. The director is authorized to accept from the customer a grant of lien against the real estate to which the additional or supplemental service was supplied, and for which the utility service is supplied, as security and guarantee of payment of the amounts due and owing under the installment agreement. The lien upon real estate shall be in such form as may be approved by the city attorney and shall continue and exist as a lien upon the real estate until the supplemental or additional charges due under the installment agreement have been paid in full. Any cost of recording the lien claim or of the release of lien claim upon payment in full shall be paid by the customer.”

**SECTION 8:** That in all other respects, Chapter 32, Article II, Section 32-27(b) shall remain in full force and effect as previously adopted and/or amended.

**SECTION 9:** That Chapter 32, Article II, as amended, be further amended to add a new Section 32-28 for “Residential Utility Service Deposits” to read as follows:

**“Sec. 32-28. – Residential Utility Service Deposits.**

Any customer desiring utility services provided by the city shall make an initial deposit to the utilities office at the time of application in an amount varying from zero dollars (\$0.00) to three hundred dollars (\$300.00) as determined by the city’s adopted Procedures Manual Governing Utility Service, as amended from time to time (the “Utility Procedure Manual”).

Notwithstanding the foregoing, any previously existing customer may, upon application for utility services, be required to place an additional security deposit with the utilities office if the following conditions exist: (i) service to the customer has been disconnected for nonpayment of charges; (ii) late payment charges have been assessed to the customer four (4) or more times during the preceding twelve (12) month period; or (iii) the customer has been found to have tampered with any service meter or has obtained utility services illegally. The initial deposit and any additional security deposit shall be applied towards and credited to the customer’s account in accordance with the city’s Utility Procedure Manual.”

**SECTION 10:** That in all other respects, Chapter 32, Article II shall remain in full force and effect as previously adopted and/or amended.

**SECTION 11:** That Chapter 32, Article III, Section 32-117, as amended, be further amended to read as follows:

**“Sec. 32-117. – Deposit of residential customers.**

No water shall be furnished to new residential customers until the customer shall have first deposited with the city such sums upon such terms as are required in section 32-28 of this chapter.”

**SECTION 12:** That in all other respects, Chapter 32, Article III, Section 32-117 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 13:** The foregoing amendments to the Rock Falls City Code shall take effect on and after July 1, 2019.

**SECTION 14:** 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 15:** The City Clerk is directed to publish this ordinance in pamphlet form.

**SECTION 16:** 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

NAY

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ORDINANCE NO. 2019-2424

ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE  
AND INVITATION TO BID THEREON  
200 ½ E. 4<sup>th</sup> STREET, ROCK FALLS, IL 61071  
PIN 11-27-157-002

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1, the corporate authorities of a municipality may by ordinance authorize the sale of real estate owned by the municipality; and

WHEREAS, the City of Rock Falls is the owner of certain real property, the legal description and address of which are set forth on Exhibit A hereto; and

WHEREAS, the property is improved with a single family residence; and

WHEREAS, the City Council has determined that the property is no longer necessary, appropriate or in the best interest of the City and that it is not required for the use of, or profitable to, the municipality, and should be sold; and

WHEREAS, the City previously authorized the sale of the foregoing real property by sealed bid, with no acceptable bids for the purchase of the property having been submitted; and

WHEREAS, the City desires to alter the terms for the purchase of the property and to solicit bids for the purchase of the property upon such terms.

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

**SECTION 1:** The above-recitals are true, full, and correct, and are hereby incorporated into this Resolution.

**SECTION 2:** The City Clerk is directed to publish in the Sauk Valley News, a daily newspaper published within the City, at least once a week for three (3) successive weeks, with the first publication to be not less than thirty (30) days before \_\_\_\_\_, 2019, a notice, in the form as attached hereto, seeking and advertising bids for the purchase of the property. The notice, in the form as attached hereto, shall be published for, and shall provide that bids must be submitted to the City Clerk's Office until 2:00 P.M. on \_\_\_\_\_, 2019, and that such bids will be in the form as required and specified in the notice as attached. All of the terms and conditions of the notice as attached hereto shall apply to and govern the rights of the City with respect to bids so received. Bids are to be opened at the \_\_\_\_\_, 2019 regular meeting of the City Council.

**SECTION 3:** The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this ordinance, and a

first reading preliminary to adoption hereof is hereby waived, and this ordinance shall become effective upon its passage.

**SECTION 4:** If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 5:** All ordinances, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

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

AYE

NAY

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**EXHIBIT A**

**PROPERTY LOCATED AT:** 200 ½ E. 4<sup>th</sup> Street, Rock Falls, Illinois 61071

Part of Lots 1, 9 and 10 in Block 19, Original Town (now City) of Rock Falls, Whiteside County, Illinois, described as follows: Beginning at a point on the Northerly line of said Lot 10, 98.0 feet Northeasterly (as measured on said Northerly line) of the Northwest corner of said Lot 10; thence extending Northeasterly on the Northerly line of Lot 10 and Lot 1, 43.0 feet to a point 70.65 feet (as measured on the Northerly line of said Lot 1) Southwesterly of the Northeast corner of said Lot 1; thence Southeasterly parallel with the Westerly line of said Lots 9 and 10, 84.0 feet; thence Southwesterly parallel with the said Northerly line of Lots 1 and 10, 43.0 feet; thence Northwesterly parallel with the said Westerly line of Lots 9 and 10, 84.0 feet to the said point of beginning, commonly described as 200 ½ E. 4<sup>th</sup> Street, Rock Falls, IL 61071.

PIN No. 11-27-157-002

**TERMS OF SALE:** Cash sale only/As is condition

**ZONING:** R-2

**USE:** Residential

## WIRELESS MONITORING SERVICES AGREEMENT

This Agreement ("Agreement") supplements your purchase order(s) and other contract(s) for the provision of goods and services by Metropolitan Industries, Inc., an Illinois corporation (together with its affiliates, predecessors, successors and assigns, "MII"). For purposes hereof, you, the customer, are referred to herein as "Customer."

### BACKGROUND

A. Customer may now or hereafter have contracted for the provision of goods and/or services from MII, which may include machine-to-machine wireless data transmission, a web-based information portal and other automated wireless monitoring services embedded in equipment sold by MII to Customer (collectively, "Monitoring Services").

B. This Agreement sets forth certain terms and conditions upon which Monitoring Services are furnished by MII; it being understood and agreed that MII would not agree to furnish Monitoring Services but for the terms and conditions set forth herein.

### SUPPLEMENTAL TERMS AND CONDITIONS

1. **Nature of Services.** Unless and until either Customer or MII shall have elected to terminate this Agreement, MII shall furnish, and Customer shall receive, Monitoring Services as are described on Exhibit A attached hereto, as the same may be modified from MII from time to time. Customer shall use the Monitoring Services only for the purposes for which the same have been designed and designated by MII from time to time, and shall not suffer or permit any modification thereto (including, without limitation, any modification to any SIM card, modem or other device) or any other person or entity to use the Monitoring Services. Without limiting the generality of the foregoing, Customer shall not suffer or permit the use of the Monitoring Services (a) for any medical monitoring or other medical-related use, (b) after any termination of this Agreement or any Monitoring Services, (c) for 911 or other emergency communications, (d) by any assignee, delegee or other person or entity without the prior written approval of MII, or (e) any other use or purpose that would subject MII to any violation of law or any other legal requirement.

2. **Term.** THE INITIAL TERM OF THIS AGREEMENT SHALL BE ONE (1) YEAR FROM THE DATE OF MII'S ACCEPTANCE OF THIS ADDENDUM (AS SET FORTH ON ITS SIGNATURE PAGE HERETO), AND SHALL AUTOMATICALLY RENEW ON AN ANNUAL BASIS THEREAFTER; PROVIDED, HOWEVER, THAT EITHER PARTY MAY TERMINATE MONITORING SERVICES UPON THE DELIVERY OF NOT LESS THAN FIFTEEN (15) DAYS' NOTICE OF CANCELTION TO THE OTHER PARTY. Any such notice of cancelation shall be given the manner described in **Section 8** below. Upon any termination hereof, Customer shall immediately cease using the Monitoring Services and shall, within ten (10) days after MII's written request therefor, return all property furnished by, or belonging to, MII.

3. **Monitoring Service Fees.** Customer hereby agrees to pay fees for Monitoring Services in such amounts as are described on Exhibit B attached hereto. MII shall have the right, exercisable from time to time but not more frequently than annually, to modify the rates charged to Customer for Monitoring Services, upon not less than thirty (30) days' prior written notice thereof to Customer. All such fees shall be due and owing within **thirty (30)** days following MII's delivery of an invoice or other statement thereof. MII reserves the right to charge, upon demand therefor, interest on delinquent sums owing hereunder at a rate equal to one and one-half percent (1.5%) per month or any lesser maximum rate permitted under applicable law. If Customer fails to timely pays sums owing under this Agreement, MII may (a) suspend or terminate Monitoring Services, (b) charge Customer MII's reasonable attorneys' fees and other costs of collection and/or (c) exercise any other right or remedy available to it. Annual fees for any period of less than a full year will be equitably prorated by MII on a per day basis.

4. **Disclaimers and Releases of Other Obligations.**

(a) MII MAKES NO WARRANTY WHATSOEVER, EITHER DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MONITORING SERVICE, SPECIFICALLY THE MACHINE TO MACHINE CONNECTIVITY PROVIDED UNDER THIS CONTRACT INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) WARRANTY AGAINST ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, OR (iv) WARRANTY OF SUITABILITY, DURABILITY, RELIABILITY, QUALITY, NON-INTERFERENCE OR PERFORMANCE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MII OR ANY OTHER PERSON ON MII'S BEHALF.

(b) Without limiting the generality of the foregoing, Customer hereby:

(i) represents that (aa) Customer is US-based, utilizes the Monitoring Services only in the US and is not an Individual or entity appearing on the Department of Treasury's Office of Foreign Assets Control's Specially Designated Nationals list, any other "blocked," embargoed, sanctioned or specially regulated individual or entity as designated by any governmental or quasi-governmental entity, and (bb) this Agreement is binding upon and enforceable against Customer in accordance with its terms;

(ii) acknowledges that Monitoring Services may be subject to interruption, delay and other technical problems from time to time due to a variety of factors, including, without limitation, cellular network deficiencies, utility outages, adverse weather, labor disputes, computer viruses and other difficulties, and human error and other mistakes; and Customer agrees that MII and the other Releasees shall have no liability to Customer on account of any of the foregoing;

(iii) agrees to be solely responsible for obtaining from third parties, and to implement, such back-up Monitoring Services as Customer determines are necessary and appropriate;

(iv) agrees that it has no contractual relationship whatsoever with any underlying wireless service provider or its affiliates or contractors on account of this Agreement or services provided hereunder and that Customer is not a third party beneficiary of any agreement between Customer and the underlying carrier. In addition, Customer acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to Customer and Customer hereby waives any and all claims or demands therefor;

(v) agrees that it is not a customer of wireless communications services, and does not acquire or own any SIM card, telephone number, intellectual property or other property right in connection with the Monitoring Services;

(vi) agrees that MII has no duty to store any data or other information or materials on behalf of Customer, and that MII may collect, use and dispose of all such data, information and materials as MII deems appropriate;

(vii) agrees that any failure by MII to perform any Monitoring Services shall be excused by, among other things, any force majeure events;

(viii) waives, releases and renounces all warranties, obligations, guarantees and liabilities of MII and its parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective directors, officers, employees, shareholders, representatives and agents (collectively "Releasees"), and all other rights, claims and remedies of Customer against any of the Releasees, whether express or implied by contract, tort or statutory law or otherwise, which may arise or be alleged to arise in any way from the provision of any Monitoring Service; and

(ix) agrees to not commence or institute against any of the Releasees any legal actions, including litigation, arbitration or any other legal proceedings of any kind whatsoever, in law or equity, or



assert any claim, demand, action or cause of action, which may arise or be alleged to arise in any way from the use and/or possession of any Monitoring Service, regardless of the identity of the user and/or possessor.

5. **Indemnification.** Customer shall indemnify, defend and hold harmless each of the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of any kind, including attorneys' fees, whether or not arising from the negligence of such indemnified parties, asserted against any of them by any third party (including assignees, users or possessors of any Monitoring Service) which may arise or be alleged to arise in any way from Customer's procurement, use or modification of any Monitoring Service.

6. **Insurance/Waiver of Subrogation.** Customer shall procure and maintain, at Customer's cost, such insurance coverages, including, without limitation, property damage, liability and business interruption insurance, as Customer deems necessary or appropriate relative to the Monitoring Services and all equipment and other property related thereto, containing waivers of subrogation rights against MII consistent with the provisions of this Agreement.

7. **Taxes and Compliance with Laws.** In addition, Customer shall be responsible for, and timely pay, any and all taxes, assessments and similar charges of any governmental or quasi-governmental bodies imposed on the Monitoring Services, whenever arising, and irrespective of whether any statute, ordinance or other law imposes such obligation upon MII. Customer shall comply with all federal, state and local laws, ordinances, rules, regulations, orders and other legal requirements applicable to the Monitoring Services, including, without limitation, (a) all rules, regulations and orders of the Federal Communications Commission, (b) all privacy and security requirements, (c) all homeland security, OFAC, anti-money laundering, anti-terrorism and similar laws and regulations, and (d) all laws concerning governmental contracts, if applicable. Customer shall, if so requested by MII, deliver such certificates and other evidence of compliance as may be reasonably requested by MII from time to time.

8. **Notices.** All notices given under this Agreement shall be in writing and given by US mail, e-mail, facsimile, overnight courier or hand delivery to the following addresses:

If to MII: Metropolitan Industries, Inc.  
37 Forestwood Drive  
Romeoville, IL 60446  
Facsimile Number: 815-886-4573  
E-Mail Address: [sales@metropolitanind.com](mailto:sales@metropolitanind.com)

If to Customer: City of Rock Falls Water Department  
Attn: Ed Cox, WWTP Superintendent  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071  
(815) 622-1120

In addition, any notice from MII to Customer shall also be deemed effective if delivered to any address which Customer utilizes for billing purposes. Each party reserves the right to change its address for notice purposes upon the delivery of not less than thirty (30) days' notice thereof to the other party. Each notice given in the manner specified herein shall be deemed effective upon delivery or attempted delivery if delivery is refused.

9. **Dispute Resolution and Arbitration.** If a dispute arises under this Agreement, the parties shall meet within 30 days after notice of such dispute is given to attempt to resolve the matter in good faith. Thereafter, the parties agree to arbitrate any dispute arising out of this Agreement. Any such arbitration shall be

in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration (the "Rules") by a sole arbitrator appointed by agreement of the Contractor and Subcontractor within thirty (30) days of the date of the Notice of the Demand or, upon failure of the Contractor and Subcontractor to reach agreement on such appointment, appointed by CPR in accordance with the Rules on failure to appoint an arbitrator. No arbitration between the parties may proceed on a class basis or be consolidated with any other arbitration without the written consent of all parties. If the prohibition on class arbitrations set forth above is deemed unenforceable, then neither party shall be required to arbitrate. Any award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award and shall be binding upon the parties with no right of appeal. If for any reason the provisions of this Agreement requiring arbitration are declared unenforceable, void, or voidable, or if any action or judicial proceeding is permitted, each party waives any right it may have to trial by jury.

10. **Integration.** This Agreement supplements any purchase order(s) and/or other contract(s) between MII and Customer. Except as may be expressly supplemented and modified hereby, all of the terms and conditions of such purchase order(s) and/or other contract(s) remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement between the parties, the provisions of this Agreement shall govern and control.

11. **Miscellaneous.** The parties are independent contractors. There are no understandings, agreements or warranties, either verbal or written, relating to Monitoring Services that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties. No statement, recommendation or assistance made or offered by MII through its representatives to Customer or your representatives in connection with the use of any product sold by MII shall be or constitute a waiver by MII of any of the provisions hereof or change Customer's rights or liability as herein provided. Each party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement. The parties acknowledge and agree that this Agreement includes any attachments hereto. This Agreement was accepted in Rock Falls, Illinois and shall be governed and construed in accordance with the laws of the State of Illinois, subject to the provisions of **Section 9** above. The provisions of this Agreement (other than as require the provision of on-going Monitoring Services) shall survive the expiration or any sooner termination of this Agreement. This Agreement may be executed in multiple counterparts. Signatures hereon sent by electronic means shall constitute binding original signatures.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date of MII's acceptance hereof.

**CUSTOMER:**

**City of Rock Falls Water Department**

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

Name: \_\_\_\_\_

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

**MII:**

**METROPOLITAN INDUSTRIES, INC.,**  
an Illinois corporation

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

Name: \_\_\_\_\_

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

Date of Acceptance: \_\_\_\_\_

**EXHIBIT A**

MetroCloud SCADA Monitoring System

Rock Falls Schmitt Property Lift Station – Cell to Cloud Custom Controls – 250 tags @ 5 minute polls

EXHIBIT B

Verizon Service 250 tags at 5 minute polls – \$45.00 mo.

**RESOLUTION APPROVING AND CONSENTING TO REFINANCING OF  
ROCK FALLS HOTEL DEVELOPMENT GROUP, LLC  
IN CONNECTION WITH THE ROCK FALLS HOLIDAY INN  
LOCATED IN THE DOWNTOWN REDEVELOPMENT PROJECT AREA**

**WHEREAS**, Rock Falls Hotel Group, LLC, an Illinois limited liability company (the “Developer”) is the owner of that certain Holiday Inn Express & Suites (the “Hotel”) located at 310 East 2<sup>nd</sup> Street, Rock Falls, Illinois 61071 (the “Property”); and

**WHEREAS**, the Property is wholly located in the City of Rock Falls’ (the “City”) Downtown Redevelopment Project Area, a Tax Increment Financing district (the “Downtown TIF”); and

**WHEREAS**, in connection with the development and construction of the Hotel on the Property, the City had previously executed a series of Redevelopment Agreements with Developer, which provided for, in part, a junior mortgage second-priority lien against the Property in favor of the City (the “City Lien”); and

**WHEREAS**, since the execution of said Redevelopment Agreements and granting of the City Lien, certain matters have occurred and circumstances have changed by which Developer desires to refinance its loans with Central Bank of Illinois (“Bank”) in connection with its financing of the Hotel, and to grant to Bank a third-priority lien against the Property with respect to the same (the “Refinancing”); and

**WHEREAS**, the City Lien prohibits the granting of additional liens against the Property without the written consent and approval of the City; and

**WHEREAS**, Developer and Developer’s Directors/Managers have presented to the City the form of Member’s Certificate as attached hereto, which certifies to the City the need and purpose of the Refinancing, that being to reduce the financing cost currently being paid by Developer so that the operational cash flow of the Hotel will be improved; and

**WHEREAS**, Developer has further certified to the City that it shall pay to the City its reasonable costs and expenses, including attorneys’ fees, incurred in connection with its consent to and approval of the Refinancing; and

**WHEREAS**, the City Council has determined to consent to and approve the Refinancing of the Hotel, and that such action is in the best interests of the City of Rock Falls.

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

**SECTION 1:** The preambles to this Resolution are true and correct and are hereby incorporated into this section as if fully set forth herein.

**SECTION 2:** The City hereby consents to and approves Developer's refinancing of the Hotel. Said consent is conditioned upon the City's receipt of a fully executed Member's Certificate by Developer and its Directors/Managers in the form as attached hereto, and upon Developer's payment to the City of its reasonable costs and expenses, including attorneys' fees, incurred with respect to the consideration of and consent to and approval of the Refinancing by the City.

**SECTION 3:** In connection with the Refinancing, Developer may grant to Bank a third-priority lien against the Property, which third-priority lien may be recorded among the land records of Whiteside County, Illinois so that the same shall be a lien upon the Property, subject to the condition that said third-priority lien shall be subordinate to the City Lien in all respects.

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

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

**SECTION 6:** This Resolution 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

NAY

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**MEMBER'S CERTIFICATE  
ROCK FALLS HOTEL GROUP, LLC**

The undersigned hereby certify under penalty of perjury, individually and on behalf of Rock Falls Hotel Group, LLC (the "Company"), that they are the Managers and Members of the Company, and pursuant to that certain loan refinancing agreement and related loan documents executed or to be executed on or around June 1, 2019 between Central Bank Illinois, an Illinois banking corporation ("Central Bank"), and Company, with respect to a loan in the original principal amount of Six Hundred Fifty Thousand and No/100ths Dollars (\$650,000.00) (the "Loan"), in which Central Bank shall place a third-priority lien against the property owned by the Company at 301 East 2<sup>nd</sup> Street, Rock Falls, Illinois 61071 and currently being operated by the Company as a Holiday Inn Express & Suites (the "Hotel"), and hereby further certify to the City of Rock Falls, an Illinois municipality (the "City") as follows:

(a) The Loan is necessary for the continued operation of the Company in connection with the Hotel; and

(b) The Loan shall be used to reduce the financing cost currently being paid by the Company so that the operational cash flow of the Hotel will be improved; and

(c) This certificate is provided to the City in order to induce the City to consent to the recording of a third-priority lien against the Hotel by Bank in connection with the Loan, which third-priority lien is intended to be subordinate in all respects to the City's recorded lien; and

(d) The undersigned further certify that Company shall pay to the City its reasonable attorneys' fees incurred in connection with its consent to and approval of the Loan.

*(signatures to appear on the following page)*





CITY OF ROCK FALLS

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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND CONSENTING TO REFINANCING OF  
ROCK FALLS HOTEL DEVELOPMENT GROUP, LLC  
IN CONNECTION WITH THE ROCK FALLS HOLIDAY INN  
LOCATED IN THE DOWNTOWN REDEVELOPMENT PROJECT AREA**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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