

City of Rock Falls

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

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin Blackert
815-564-1366



City Clerk
815-622-1100
Ext. 4

City Treasurer
Kay Abner
815-622-1100

Rock Falls City Council Agenda
Council Chambers
603 W 10th Street, Rock Falls IL 61071

October 1, 2019
6:30 p.m.

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

Audience Requests

1. Rock Falls High School - Homecoming Parade Request

Proclamation

1. Proclamation - October 6-12, 2019 as Fire Prevention Week

Community Affairs

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

Consent Agenda

1. Approval of the Minutes of the September 17, 2019 Regular Council Meeting
2. Approval of bills as presented
3. Resolution 2019-832 - Authorizing Acceptance of Donation (Sculpture from Charles Yost)

Ordinances 1st Reading:

1. Ordinance 2019-2444 - Establishing a Municipal Cannabis Retailers' Occupation Tax within the City Limits of Rock Falls
2. Ordinance 2019-2445 - Approving Contract and Authorizing the Purchase and Financing of Personal Property - 3 - 2020 Ford Police Interceptor Utility AWD Base

City Administrator Robbin Blackert

Information/Correspondence

James Reese, City Attorney
Brian Frickenstein, City Engineer

Department Heads

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin

Alderman Gabriella Palmer

Ward 2

Alderman Glen Kuhlemier – Finance/Insurance/Investment Committee Chairman

1. Waive bidding for the replacement of the north secondary screwlift upper and lower bearings and accept the proposal from DPS Equipment Services, Inc., P.O. Box 55 Caldonia, Illinois 61001 in the amount of \$113,000.00
2. Approve estimate from CEC, 215 West 14th Street, Rock Falls, Illinois 61071 for installation of additional lighting at Veterans Park in the amount of \$11,950.00

Alderman Brian Snow – Building Code Committee Chairman

Ward 3

Alderman Jim Schuneman – Utility Committee Chairman/Tourism Committee Chairman

Alderman Rod Kleckler – Public Works/Public Property Committee Chairman

Ward 4

Alderman Lee Folsom – Police/Fire Committee Chairman

Alderman Violet Sobottka – Ordinance/License/Personnel/Safety Committee Chairman

Mayor's Report

Executive Session

1. Personnel – Section 2(c)(1) Employee hiring, firing, compensation, discipline and performance

Action Taken from Executive Session

Adjournment

Next City Council meeting – October 15, 2019 at 6:30 p.m.

Posted: 09-27-2019

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.

PROCLAMATION

WHEREAS, the city of ROCK FALLS, IL is committed to ensuring the safety and security of all those living in and visiting ROCK FALLS; and fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,630 people in the United States in 2017, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 357,000 home fires; and the majority of US fire deaths (4 out of 5) occur at home each year; and the fire death rate per 1000 home fires reported to US fire departments was 4 percent higher in 2017 than in 1980; and

WHEREAS, when the smoke alarm sounds ROCK FALLS residents may have less than two minutes to escape to safety; and residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and residents should make a home escape plan, drawing a map of each level of the home, showing all doors and windows; and residents should practice the home fire escape drill at least twice a year, during the day and at night; and

WHEREAS, ROCK FALLS residents should teach children to escape on their own in case adults can't help and residents should make sure everyone in the home knows how to call 9-1-1 or the local emergency number from a cell phone or a neighbor's phone; and

WHEREAS, ROCK FALLS residents should practice using different ways out; and in a real emergency should get low and go under the smoke to get out quickly and stay out, never going back inside the home for people, pets, or things; and

WHEREAS, ROCK FALLS residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2019 Fire Prevention Week theme, **Not Every Hero Wears a Cape. Plan and Practice Your Escape!**™ effectively serves to remind us that we need to take personal steps to increase our safety from fire.

THEREFORE, I WILLIAM WESCOTT, Mayor of ROCK FALLS, do hereby proclaim **October 6–12, 2019, as Fire Prevention Week** throughout this city, and I urge all the people of ROCK FALLS to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of ROCK FALLS fire and emergency services during Fire Prevention Week 2019.

Passed this 1st day of October, 2019

William B. Wescott, Mayor

ATTEST:

Michelle Conklin, Deputy City Clerk

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

September 17, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. September 17, 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 Palmer, Wangelin, Snow, Kuhlemier, Schuneman, Kleckler, Folsom and Sobottka. In addition Attorney Matt Cole and City Administrator Robbin Blackert were present.

A motion was made by Alderman Snow and second by Alderman Folsom to approve the Proclamation Honoring Johnson Oil Company's 60th Anniversary and proclaiming Wednesday, September 18, 2019 as "Johnson Oil Company Day" in the City of Rock Falls.

Vote 8 aye, motion carried.

Art Johnson thanked the City Council for the honor.

Deputy Clerk Michelle Conklin opened the only bid received for the sale of real estate at 1604 4th Avenue, Rock Falls, IL. Kurt and Brian Properties, LLC placed a cash bid of \$100.00 for the property. The bid will be presented to the Building Code Committee at their next meeting.

Consent Agenda items 1 through 3 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the September 3, 2019 Regular Council Meeting
2. Approval of bills as presented
3. Resolution 2019-830 Approving and Ratifying Execution of Interconnection Agreement with Sol Systems, LLC

A motion was made by Alderman Snow and second by Alderman Sobottka to approve Consent Agenda items 1 through 3.

Vote 8 aye, motion carried.

A motion was made by Alderman Kuhlemier and second by Alderman Folsom to approve Ordinance 2019-2443 Approving Contract and Authorizing the Purchase and Financing of Personal Property - Schwarze A(Monsoon Regenerative Air Sweeper.

Vote 8 aye, motion carried.

City Administrator Robbin Blackert informed the City Council that on October 10, 2019 at 5:30 p.m. there will be a joint meeting of the Ordinance/License/Personnel/Safety Committee and the Planning/Zoning Commission regarding recreational cannabis.

A motion was made by Alderman Snow and second by Alderman Wangelin to accept the bid in the amount of \$1,544.00 to purchase the real estate at 711 9th Avenue, Rock Falls, IL from Robert Collins, 713 9th Avenue, Rock Falls, IL.

Vote 8 aye, motion carried.

A motion was made by Alderman Snow and second by Alderman Wangelin to approve Resolution 2019-831 Awarding Contract for Sale of Surplus Real Estate at 711 9th Avenue, Rock Falls IL.


Vote 8 aye, motion carried.

A motion was made by Alderman Folsom and second by Alderman Snow to approve the appointment of John Hoffmiller to the Rock Falls Police Pension Fund for a term of three years (09-2019 to 09-2022).

Vote 8 aye, motion carried.

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

Viva Voce Vote, motion carried. (6:46 p.m.)


Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 10/1/2019

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:

Tourism		\$13,086.79
General Fund		\$76,631.74
Tax Increment Financing		\$482.72
Electric		\$27,638.88
Fiber Optic Broadband	Taxable	\$3,659.18
	Tax Exempt	\$7,377.50
Sewer		\$419,862.01
Water		\$63,432.34
Garbage		\$42,361.78
Customer Service Center		\$914.36
Customer Utility Deposits		<u>\$174.01</u>
		\$655,621.31

Alderman Kuhlemier
Alderman Kleckler
Alderman Wangelin
Alderman Palmer

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 09/20/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	688.21	23.26
5015	CARD SERVICE CENTER	40,568.63	999.63
T0004391	SMOKED ON 3RD		846.00
	TOURISM		1,868.89
GENERAL FUND			
01	ADMINISTRATION		
4333	CIRCUIT CLERK OF OGLE COUNTY	1,000.00	456.00
	ADMINISTRATION		456.00
04	BUILDING		
5015	CARD SERVICE CENTER	40,568.63	241.32
5253	WEX BANK	24,468.63	83.80
	BUILDING		325.12
05	CITY CLERK'S OFFICE		
194	GRUMMERT'S HARDWARE - R.F.	3,594.46	4.83
5015	CARD SERVICE CENTER	40,568.63	145.09
795	SBM BUSINESS EQUIPMENT CENTER	4,502.55	97.00
	CITY CLERK'S OFFICE		246.92
06	POLICE		
1165	CEC OF THE SAUK VALLEY INC	17,989.68	1,104.08
1853	MOORE TIRES INC.	3,529.97	739.44
2451	MENARDS	2,540.75	30.26
350	GISI BROS. INC.	5,650.29	53.74
4796	VERIZON WIRELESS	8,502.63	326.62
5015	CARD SERVICE CENTER	40,568.63	1,208.20
514	T.D. KURTZ GLASS COMPANY	523.26	523.00
5253	WEX BANK	24,468.63	2,773.67
651	NICOR	9,136.60	31.12
752	ROCK FALLS AREA DOG CONTROL	1,987.68	480.42

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GENERAL FUND			
06	POLICE		
T0003285	APRIL HOUSE		2,000.00
	POLICE		9,270.55
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	4,236.14	1,026.00
	CODE HEARING DEPARTMENT		1,026.00
10	STREET		
1224	AIRGAS USA LLC	1,343.47	38.72
1466	ALARM DETECTION SYSTEMS, INC.	3,147.93	470.73
194	GRUMMERT'S HARDWARE - R.F.	3,594.46	29.79
2087	CHEMSEARCH	416.69	866.62
34	ALTORFER INC.	25,968.33	29.08
5253	WEX BANK	24,468.63	1,172.46
55	ARAMARK UNIFORM SERVICES, INC.	5,489.87	115.64
651	NICOR	9,136.60	120.83
T0002936	TECHNO PLY LTD	8,900.28	1,293.08
T0005087	PIONEER RESEARCH	3,255.50	2,098.75
	STREET		6,235.70
12	PUBLIC PROPERTY		
5015	CARD SERVICE CENTER	40,568.63	116.69
	PUBLIC PROPERTY		116.69
13	FIRE		
5253	WEX BANK	24,468.63	551.24
651	NICOR	9,136.60	93.34
	FIRE		644.58
BUILDING CODE DEMOLITION FUND			

INVOICES DUE ON/BEFORE 09/20/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	40,710.46	754.50
4027	WHITESIDE COUNTY RECORDER	992.00	43.00
T0001874	WHITESIDE COUNTY TRUSTEE		3,172.00
	BUILDING CODE DEMOLITION FUND		3,969.50
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
5198	MATTHEWS INTERNATIONAL CORP	601.00	300.50
	DOWNTOWN REDEVELOPMENT		300.50
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1853	MOORE TIRES INC.	3,529.97	313.70
194	GRUMMERT'S HARDWARE - R.F.	3,594.46	35.98
34	ALTORFER INC.	25,968.33	878.00
4215	POWER LINE SUPPLY	11,190.55	248.00
423	AT&T	9,028.16	646.77
4626	ENGEL ELECTRIC CO.	5,977.25	7,063.50
4866	LOESCHER	8,526.70	525.09
4941	MUNICIPAL INSUR COOP AGENCY	525,651.48	1,441.87
5015	CARD SERVICE CENTER	40,568.63	1,451.08
5210	RITZ SAFETY LLC CLEVELAND	8,112.88	3,876.60
5253	WEX BANK	24,468.63	1,778.98
651	NICOR	9,136.60	113.32
964	UUSCO	13,154.85	1,230.00
T0005183	ALEXANDRIA WHEAT		79.45
	OPERATION & MAINTENANCE		19,682.34
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
194	GRUMMERT'S HARDWARE - R.F.	3,594.46	122.22
5015	CARD SERVICE CENTER	40,568.63	18.99
5253	WEX BANK	24,468.63	98.82
	FIBER OPTIC BROADBAND/TAXABLE		240.03

INVOICES DUE ON/BEFORE 09/20/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	54,576.32	3,165.25
	SEWER		3,165.25
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	3,594.46	231.14
200	COM ED	688.21	138.93
2451	MENARDS	2,540.75	446.55
4027	WHITESIDE COUNTY RECORDER	992.00	86.00
423	AT&T	9,028.16	1,015.09
4796	VERIZON WIRELESS	8,502.63	165.12
5253	WEX BANK	24,468.63	476.03
631	MURRAY & SONS EXCAVATING, INC	61,247.70	1,240.00
	OPERATION & MAINTENANCE		3,798.86
WATER FUND			
40	WATER		
5105	STANLEY CONSULTANTS, INC.	54,576.32	3,165.25
5171	POLLARD WATER	7,142.65	132.88
	WATER		3,298.13
48	OPERATION & MAINTENANCE		
1449	QUALITY READY MIX	10,932.00	1,770.00
194	GRUMMERT'S HARDWARE - R.F.	3,594.46	42.64
2755	RUYLE MECHANICAL SERVICES INC	544.56	881.00
4027	WHITESIDE COUNTY RECORDER	992.00	86.00
4207	O'REILLY AUTOMOTIVE INC	1,695.14	80.62
4387	AMERICAN LEAK DETECTION		4,000.00
5015	CARD SERVICE CENTER	40,568.63	270.00
5238	FDF INC		250.00
5253	WEX BANK	24,468.63	467.96
55	ARAMARK UNIFORM SERVICES, INC.	5,489.87	102.34
651	NICOR	9,136.60	107.44
T0003244	SELCO, INC.	1,203.50	480.00
	OPERATION & MAINTENANCE		8,538.00

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	177,082.60	42,279.28
	GARBAGE		42,279.28
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5206	JENNA KUSTER		201.26
	CUSTOMER SERVICE CENTER		201.26
	TOTAL ALL DEPARTMENTS		105,663.60

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
176	PETTY CASH	265.12	10,100.00
5032	COMCAST	1,986.81	4.80
5178	COMCAST BUSINESS	3,585.19	38.10
795	SBM BUSINESS EQUIPMENT CENTER	4,599.55	75.00
T0001402	ROCK FALLS EAGLES CLUB	150.00	1,000.00
	TOURISM		11,217.90
GENERAL FUND			
01	ADMINISTRATION		
4011	SAUK VALLEY BANK & TRUST CO.	947,150.00	42,047.78
5032	COMCAST	1,986.81	4.80
5178	COMCAST BUSINESS	3,585.19	38.10
	ADMINISTRATION		42,090.68
02	CITY ADMINISTRATOR		
5032	COMCAST	1,986.81	2.40
5178	COMCAST BUSINESS	3,585.19	38.10
	CITY ADMINISTRATOR		40.50
04	BUILDING		
5032	COMCAST	1,986.81	9.61
5178	COMCAST BUSINESS	3,585.19	76.28
5220	TECHNOLOGY FINANCE CORP	4,747.76	30.43
795	SBM BUSINESS EQUIPMENT CENTER	4,599.55	81.02
	BUILDING		197.34
05	CITY CLERK'S OFFICE		
2985	WALMART COMMUNITY/SYNCB	2,002.17	59.47
5032	COMCAST	1,986.81	9.61
5178	COMCAST BUSINESS	3,585.19	76.24
771	PINNEY PRINTING CO	3,810.88	100.00
T0004412	PHYSICIANS IMMEDIATE CARE	733.00	93.00
	CITY CLERK'S OFFICE		338.32

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GENERAL FUND			
06	POLICE		
2985	WALMART COMMUNITY/SYNCB	2,002.17	89.00
350	GISI BROS. INC.	5,704.03	1,467.16
4368	JEREMY VONDRA	492.75	44.19
4651	MOST PLUMBING & MECHANICAL LLC	8,782.33	490.00
5032	COMCAST	1,986.81	80.73
5157	MATTHEW MCKANNA	495.65	39.00
5178	COMCAST BUSINESS	3,585.19	152.42
55	ARAMARK UNIFORM SERVICES, INC.	5,707.85	101.57
956	UNIFORM DEN INC	1,291.22	128.50
	POLICE		2,592.57
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	2,900.00	725.00
	CODE HEARING DEPARTMENT		725.00
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	4,061.06	102.45
2985	WALMART COMMUNITY/SYNCB	2,002.17	15.92
3010	CUSTOM MONOGRAM	1,889.25	776.50
34	ALTORFER INC.	26,875.41	4.23
4773	QUALITY CHEMICAL CO MIDWEST	2,815.02	899.10
4796	VERIZON WIRELESS	8,994.37	63.98
5032	COMCAST	1,986.81	4.80
5178	COMCAST BUSINESS	3,585.19	38.10
5220	TECHNOLOGY FINANCE CORP	4,747.76	243.47
55	ARAMARK UNIFORM SERVICES, INC.	5,707.85	235.54
T0002936	TECHNO PLY LTD	10,193.36	1,293.08
T0003571	COLE'S COMPLETE TREE SERVICE	1,700.00	3,200.00
	STREET		6,877.17
12	PUBLIC PROPERTY		
423	AT&T	10,690.02	469.29
T0005184	DESTINATIONS TRAVEL SERVICES		80.00
	PUBLIC PROPERTY		549.29

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GENERAL FUND			
13	FIRE		
2985	WALMART COMMUNITY/SYNCB	2,002.17	60.06
3050	S & S INDUSTRIAL SUPPLY		57.82
5032	COMCAST	1,986.81	36.72
5090	COMMUNICATIONS DIRECT INC	249.62	284.56
5103	AIR ONE EQUIPMENT, INC.	388.88	300.00
5178	COMCAST BUSINESS	3,585.19	114.30
956	UNIFORM DEN INC	1,291.22	76.35
	FIRE		929.81
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
194	GRUMMERT'S HARDWARE - R.F.	4,061.06	52.12
T0004268	ANOVA	130.15	130.10
	DOWNTOWN REDEVELOPMENT		182.22
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	4,061.06	145.66
2557	ASPLUNDH TREE EXPERT CO.	91,452.29	1,533.78
2714	ESRI	700.00	2,542.67
2985	WALMART COMMUNITY/SYNCB	2,002.17	44.50
4383	GRAINGER		10.98
4796	VERIZON WIRELESS	8,994.37	552.34
5032	COMCAST	1,986.81	24.02
5040	SIMMERS CRANE DESIGN & SERVICE	796.07	1,180.00
5135	BUNTJER BROS INC	3,430.95	125.00
5178	COMCAST BUSINESS	3,585.19	76.30
5210	RITZ SAFETY LLC CLEVELAND	11,989.48	1,198.90
5220	TECHNOLOGY FINANCE CORP	4,747.76	517.39
T0004384	CHRISTY WETZELL		5.00
	OPERATION & MAINTENANCE		7,956.54
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
2714	ESRI	700.00	2,542.67

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FIBER OPTIC	BROADBAND/TAXABLE		
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	8,994.37	177.48
5197	COS SYSTEMS INC	2,000.00	500.00
5216	CLOUD NINE COMMUNICATIONS	790.00	199.00
	FIBER OPTIC BROADBAND/TAXABLE		3,419.15
FIBER OPTIC	BROADBAND/TXEXEMPT		
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5249	JC FIBER TECH INC	5,854.30	7,377.50
	FIBER OPTIC BROADBAND/TXEXEMPT		7,377.50
SEWER FUND			
30	SEWER		
4040	ILLINOIS ENVIRONMENTAL	159,555.81	398,225.06
	SEWER		398,225.06
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	19,093.76	261.90
2379	STANDARD EQUIPMENT COMPANY	2,336.70	511.01
2655	MISSISSIPPI VALLEY PUMP, INC.	11,055.00	6,675.00
2714	ESRI	700.00	2,542.67
2985	WALMART COMMUNITY/SYNCEB	2,002.17	294.78
5032	COMCAST	1,986.81	16.82
5131	METROPOLITAN INDUSTRIES, INC.	17,388.75	350.00
5178	COMCAST BUSINESS	3,585.19	38.10
5220	TECHNOLOGY FINANCE CORP	4,747.76	182.61
5259	CHRIS STAUFFER	267.91	2,260.21
5283	RHINO INDUSTRIES INC		1,454.00
724	RANDY'S TRUCK REPAIR, INC.	1,509.33	85.74
	OPERATION & MAINTENANCE		14,672.84
WATER FUND			
40	WATER		

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INVOICES DUE ON/BEFORE 09/27/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
4040	ILLINOIS ENVIRONMENTAL	159,555.81	21,319.10
4361	FERGUSON WATERWORKS #2516	47,981.46	16,616.48
5171	POLLARD WATER	7,275.53	3,397.11
	WATER		41,332.69
48	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	19,093.76	113.00
1449	QUALITY READY MIX	12,702.00	392.50
194	GRUMMERT'S HARDWARE - R.F.	4,061.06	57.37
2714	ESRI	700.00	2,542.67
2985	WALMART COMMUNITY/SYNCB	2,002.17	124.13
4081	CIVIC SYSTEMS, LLC	8,760.00	900.00
4207	O'REILLY AUTOMOTIVE INC	1,775.76	13.99
423	AT&T	10,690.02	840.91
4361	FERGUSON WATERWORKS #2516	47,981.46	3,125.26
4707	KIMBALL MIDWEST	2,879.33	21.99
4796	VERIZON WIRELESS	8,994.37	69.89
5032	COMCAST	1,986.81	12.01
5131	METROPOLITAN INDUSTRIES, INC.	17,388.75	853.00
5178	COMCAST BUSINESS	3,585.19	38.10
5220	TECHNOLOGY FINANCE CORP	4,747.76	213.04
55	ARAMARK UNIFORM SERVICES, INC.	5,707.85	102.34
67	B & D SUPPLY CO.	865.18	7.27
724	RANDY'S TRUCK REPAIR, INC.	1,509.33	836.05
	OPERATION & MAINTENANCE		10,263.52
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	219,361.88	82.50
	GARBAGE		82.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	1,986.81	16.82
5178	COMCAST BUSINESS	3,585.19	76.28

DATE: 09/26/19
TIME: 14:32:58
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 09/27/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	17,735.00	235.00
771	PINNEY PRINTING CO	3,810.88	385.00
	CUSTOMER SERVICE CENTER		713.10
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005185	ESTEFANA MORENO		124.01
T0005187	LARRY RIPPY		50.00
	CUSTOMER UTILITY DEPOSITS		174.01
	TOTAL ALL DEPARTMENTS		549,957.71

RESOLUTION NO. 2019-832

**RESOLUTION AUTHORIZING ACCEPTANCE OF DONATION
(SCULPTURE FROM CHARLES YOST)**

WHEREAS, Charles Yost (“Yost”) currently and has previously coordinated with the City of Rock Falls Tourism Department (the “Tourism Department”) to host the annual “Art in the Park” event at RB&W Park, and has otherwise assisted the Tourism Department with the retention of professional artwork to place on display at RB&W Park; and

WHEREAS, a certain piece of artwork created and owned by Yost, known as Apparition Schmoosh (the “Artwork”), is on display at RB&W Park; and

WHEREAS, Yost and the City have agreed that the estimated value of the Artwork at retail is approximately \$10,500.00; and

WHEREAS, Yost has approached the City and intends to donate the Artwork to the City for permanent display at RB&W Park; and

WHEREAS, the Mayor and City Council have considered the offer from Yost and have determined it to be in the best interests of the City and its residents to accept the donation of the Artwork in accordance with the terms and conditions herein.

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

SECTION 1: The recitals in the preambles to this Resolution are declared to be true and accurate and are incorporated herein.

SECTION 2: The City Council does hereby formally agree to accept the donation of the artwork from Yost. The Artwork shall remain on permanent display at RB&W Park until such time as the City Council determines it in the best interest of the City and its residents to remove, relocate, or otherwise dispose of said Artwork.

SECTION 3: If any section, paragraph, or provision of this Resolution 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 Resolution.

SECTION 4: All Resolutions, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

SECTION 5: This Resolution shall be in full force and effect from and after its passage, adoption and approval in the manner provided by law.

Approved this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

AYE

NAY

**ORDINANCE ESTABLISHING
A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX
WITHIN THE CITY LIMITS OF ROCK FALLS**

WHEREAS, the Illinois legislature recently adopted the "Cannabis Regulation and Tax Act", 410 ILCS 705/1-1 et. seq. (the "Act"), which legalizes the purchase, sale and use of cannabis for recreational purposes, to take effect on January 1, 2020; and

WHEREAS, in connection with the Act, a new statute entitled the "Municipal Cannabis Retailers' Occupation Tax Law", 65 ILCS 5/8-11-22, was enacted which authorizes the corporate authorities of any municipality to impose a tax upon all persons engaged in the business of selling cannabis at retail within the municipality, with such tax not to exceed three percent (3%) of the gross receipts from the foregoing sales; and

WHEREAS, the Mayor and City Council of the City of Rock Falls (collectively, the "Corporate Authorities"), have discussed the needs of the City with respect to the regulation of recreational marijuana and cannabis business establishments within the City limits, and the resulting taxation thereof; and

WHEREAS, the Corporate Authorities hereby find it in the best interests of the City and its residents to adopt and implement a tax upon the retail sale of cannabis within the City limits as more specifically set forth herein.

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

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

SECTION 2: Chapter 30 of the Rock Falls City Code, as amended, is hereby further amended by the addition of a new "Article VII – Municipal Cannabis Retailers' Occupation Tax", to read as follows:

"ARTICLE VII. – MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

Sec. 30-143. – Definitions.

"*Cannabis*", as used herein, shall have the meaning as defined in Section 1-10 of the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 et. seq.

Sec. 30-144. – Tax imposed.

A tax is hereby levied and imposed upon all persons engaged in the business of selling cannabis at retail in the City, other than cannabis purchased under the Compassionate

Use of Medical Cannabis Pilot Program Act, at a rate of three percent (3%) of the gross receipts from such sales made in the course of that business.

Sec. 30-145. – Seller reimbursement.

Persons subject to the tax imposed by this article may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any state tax that sellers are required to collect.

Sec. 30-146. – Filing.

Every person engaged in a business in the city taxed under this article shall file, on or before the deadline as established by the Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/8-11-22, a report to the state department of revenue with such information as may be required therein.

Sec. 30-147. – Payment.

At the time a report is filed under this section, there shall be paid to the state department of revenue the amount of tax imposed by this article on account of the receipts from sales of cannabis at retail during the preceding month.”

SECTION 3: That, except as otherwise amended by this Ordinance, Chapter 30 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: This ordinance shall take effect beginning on January 1, 2020.

SECTION 5: 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 6: The City Clerk is directed to publish this Ordinance in pamphlet form and to file a certified copy of this Ordinance with the Illinois Department of Revenue.

SECTION 7: The Mayor and City Clerk, and such other officers of the City as may be necessary or required, are authorized to execute all documents necessary or requested to facilitate collection and processing by the Illinois Department of Revenue of the tax imposed herein.

SECTION 8: 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

ORDINANCE NO. 2019-2445

**ORDINANCE APPROVING CONTRACT AND AUTHORIZING
THE PURCHASE AND FINANCING OF PERSONAL PROPERTY
(3 – 2020 FORD POLICE INTERCEPTOR UTILITY AWD BASE (K8A))**

WHEREAS, Section 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/1-1 et. seq., authorizes the corporate authorities of each municipality to purchase or lease personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase or lease to be paid in annual installments during a period not exceeding twenty (20) years; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City of Rock Falls (the “City”), have negotiated with Kunes Country Ford of Delavan, 1234 E Geneva St, Delavan, Wisconsin 51335-2002 (the “Seller”), for the lease and/or purchase of certain personal property described as follows: Three (3) 2020 Ford Police Interceptor Utility AWD Base (K8A)(the “Personal Property”); and

WHEREAS, the lease and/or purchase of the Personal Property is contingent upon the execution of a lease contract between the City and Tax Exempt Leasing Corp. (the “Lender”), which provides for the Lender to finance payment of the Purchase Price for the purchase of said Personal Property; and

WHEREAS, the City desires to finance the purchase of said Personal Property through annual installments paid to Lender over a three (3) year term as more specifically described in the agreement attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, the Corporate Authorities have discussed the needs of the City with respect to the Personal Property and have determined that the purchase and/or lease of said Personal Property is for a proper public purpose and is in the best interests of the City and its residents; and

WHEREAS, the Corporate Authorities find and determine that the best interests of the City and its residents will be served by acceptance of the Agreement by the City and the lease and/or purchase of the Personal Property in accordance with the terms therein.

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

SECTION 1: The preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

SECTION 2: The Agreement is hereby accepted by the Corporate Authorities on behalf of the City for the lease and/or purchase of the Personal Property, upon the terms and conditions more specifically set forth therein.

SECTION 3: The Mayor or City Administrator are hereby authorized and directed to sign and the Deputy City Clerk is hereby authorized and directed to attest the Agreement for the lease and/or purchase of the Personal Property, which Agreement shall be substantially in the form attached hereto as Exhibit A.

SECTION 4: The Mayor and the Deputy City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effectuate the lease and/or purchase of the Personal Property for the City as herein authorized.

SECTION 5: 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 6: All ordinances, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, adoption and approval in the manner provided by law.

Approved this _____ day of _____, 2019.

Mayor

ATTEST:

Deputy City Clerk

AYE

NAY

EXHIBIT A

(attach lease/contract)



203 E. PARK AVENUE, LIBERTYVILLE, ILLINOIS 60048

847-247-0771

847-247-0772

www.taxexemptleasing.com

September 26, 2019

City of Rock Falls Police Department
Rock Falls, IL

Re: Financing of Three (3) Police Interceptor Vehicles

Ladies and Gentlemen:

We are pleased to provide the City of Rock Falls Police Department with the following lease-purchase financing proposal. Tax-exempt leasing is a financing tool that allows municipal entities to purchase needed equipment immediately and pay for it over time. It's also a terrific way to avoid inflation by protecting you from future price increases!

Under a lease-purchase financing arrangement, each payment you make is applied to principal and interest and, at the end of the term, YOU own the equipment outright. We simply record a security interest in the equipment until the loan has been repaid in full.

The illustration below shows annual payments for a 3-year term.

Equipment Cost:	\$140,938.71
Trade-In:	<u>(12,000.00)</u>
Finance Amount:	\$128,938.71
Term:	<u>3-years</u>
Rate:	3.59%
Rate Factor:	.35755
Annual Payment:	\$46,102.04

Rates, factors and payments assume that the Customer is a municipal, tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly. Further, it is assumed that the transaction will be "bank-qualified" and that the customer will not issue more than \$10 million in tax-exempt leases or bonds in the current calendar year.

The first payment shown above is due one year from the date of the lease contract with subsequent payments due annually thereafter.

This quote is valid for 14 days and is subject to credit approval and proper documentation. THERE ARE NO UPFRONT POINTS, FEES OR CLOSING COSTS.

Tax-Exempt Leasing Corp. is a privately-held equipment finance company providing innovative financing solutions to tax-exempt entities nationwide. We understand our customers' needs and provide them with competitive rates and superior customer service. Please let me know if I can answer any questions or if you would like to look at any additional proposals or options. I can be reached at 888-247-0771 or via cell phone at 708-347-6367.

Kind Regards,

Joanne Deigan
Senior Account Executive



EQUIPMENT SERVICES, INC.
process equipment repair, retrofit, reconditioning services

SERVICE PROPOSAL #19-123

Date: June 27, 2019

Page 1 of 3

Mr. Ed Cox – Plant Superintendent
City of Rock Falls
Water Reclamation Facility
603 W. 10th St.
Rock Falls, IL 61071

Work Location: 101 Clearwater Ln., Rock Falls, IL

Telephone: 815/632-8288

Scope of Services

We hereby propose to furnish labor and materials necessary to retrofit the drive assembly, upper bearing assembly and lower bearing assembly on one (1) secondary screw pump originally furnished by Spaans-Babcock.

Services shall consist of removing the existing drive, upper bearing and lower bearing assemblies, modifying or removing the existing concrete mounting pads. We shall furnish and install replacement components from Lakeside Equipment Co..

Project cost: \$113,000.00

Project cost includes: project management, all field and administrative labor, replacement components, standard and specialty tools and equipment, travel, and living expenses.

Note: (1) Client shall isolate, drain, and clean channel prior to the start of the project.

All work is guaranteed to be as specified, and the above work is to be performed in accordance with or to exceed the manufacturer’s specifications for above work, and completed in a substantial workmanlike manner.

Respectfully submitted,

Michael R. Sears - Project Manager

ACCEPTANCE OF PROPOSAL

The above prices, specifications and attached Service Terms of this Proposal are satisfactory, and are hereby accepted. DPS Equipment Services, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

TERMS GOVERNING CUSTOMER SERVICES

1. **Basis of Price:**
 - A. DPS, Inc.'s prices do not include the cost of materials or the cost of any third party services unless expressly stated within this proposal. Materials furnished by DPS, Inc. shall be covered under the proposal warranty.
 - B. DPS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this proposal.
 - C. Bonds, insurance (other than our normal coverage), and other premiums are not included. Additional bonding and insurance requirements, if required or requested by the Client, will be added at cost to the proposal price.
 - D. Terms of Payment: Net 20 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent shall be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.
2. **Cancellation:** In the event of cancellation, Client agrees to compensate DPS, Inc. for all work performed up to the date of cancellation, unless cancellation is due to default on the part of DPS, Inc.
3. **Performance and Warranty:** DPS, Inc. agrees to perform the services described under the heading "Scope of Services" hereof, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. DPS, Inc. shall exercise reasonable skill and judgment in providing such Services. DPS, Inc.'s responsibility is limited to services specifically performed by DPS, Inc. or sub-contracted by DPS, Inc. for the Client. Except for the direct acts or omissions of DPS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. ***Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.*** DPS, Inc. warrants that services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The services of DPS, Inc. technicians shall be free of defects in workmanship ***FOR A PERIOD OF ONE (1) YEAR*** from the date of completion. **Remedy:** All warranty claims in connection with the services to be performed hereunder shall be made promptly by the Client in writing and received by DPS, Inc. within one year after DPS, Inc. last performed substantial and related work at the job site. DPS, Inc. shall repair or replace services proven to be defective in workmanship, or at DPS, Inc. sole option, refund the cost of the services. ***DPS, Inc. may accept back charges for warranty claims performed by the Client, provided that DPS, Inc. has given its written approval PRIOR to the Client performing such services.***
4. **Safety:** Services shall be performed only under safe conditions. DPS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. DPS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions. All safety related equipment, clothing, devices, etc., furnished by DPS, Inc. at the request or requirement of the Client shall be added at cost to the Proposal price.
5. **Independent Contractor:** DPS, Inc. shall be considered a Professional Services provider, independent agent, representative or contractor; not an employee or joint venturer of Client. DPS, Inc. shall determine the time, manner, means and method of providing the services and shall furnish all labor and tools necessary to perform such services unless otherwise specified in writing; provided, however, DPS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.
6. **Information:** DPS, Inc. shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. DPS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to Client for any inaccuracies contained therein.
7. **Delays and Extensions of Time:** If DPS, Inc. is delayed at any time in the progress of the services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond DPS, Inc.'s reasonable control, or by delay authorized by the Client, then the time to complete the services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by DPS, Inc. and the Client, when agreed to by both parties in writing.

8. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the Client delays the progress of work covered by the quotation, DPS, Inc. shall adjust the contract price to reflect any increase or decrease.
9. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the services proposed.
10. **Insurance:** DPS, Inc. shall assume responsibility for workmen's compensation coverage of DPS, Inc. employees only. DPS, Inc. shall provide General liability coverage of \$2,000,000, and Automobile coverage of \$1,000,000. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.
11. **Indemnification:** Client agrees to indemnify and hold DPS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability or costs (including actual attorneys' fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of DPS, Inc., its directors, officers, stockholders and employees. Non-prevailing party agrees to pay any and all actual attorney fees and court costs if attorneys are retained relative to any dispute between the parties.
12. **GENERAL LIMITATION OF LIABILITY:** Under this agreement, DPS, Inc. shall only be liable for damages for the scope of services provided. DPS, Inc. shall not be liable for any consequential or incidental damages, including but not limited to, damages resulting from injury to persons or property, loss of profits, loss of business reputation, or any other losses or expenses not in connection with the scope of services furnished.
13. **Non-waiver:** The failure of DPS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
14. **Prevailing Wage:** DPS, Inc. shall pay all labors, mechanics, and other workers employed by DPS, Inc. the current prevailing Wage rate as required. DPS, Inc. shall also furnish certified payroll forms if required.
15. **Complete Agreement:** The complete agreement between DPS, Inc. and the Client is contained herein and no additional or different term or condition shall be binding unless mutually agreed to in writing. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This Agreement shall take effect upon acceptance and execution by the Client and DPS, Inc.

This proposal shall become a contract only when accepted by the Client and accepted by DPS, Inc. through respective signatures by authorized personnel.

Proposal submitted by: 
 Michael R. Sears – Project Manager, DPS, Inc.

Accepted by Client:

 Client Affiliation

By: _____ Date: _____

CEC of the Sauk Valley, Inc

215 WEST 14TH STREET
 ROCK FALLS, IL 61071
 (815) 625-7142 (FAX) 625-7206

ESTIMATE

DATE	ESTIMATE #
8/26/2019	290500

NAME / ADDRESS
CITY OF ROCK FALLS 603 W 10TH ROCK FALLS, IL 61071

JOB #	PROJECT
290500	290500-VET.PK.FLA...

ITEM	DESCRIPTION	QTY	COST	TOTAL
101	VETERAN'S PARK FLAG POLE LIGHTS INSTALL (7) LED WELL LIGHTS. TRENCH AND INSTALL CONDUIT AND WIRE FROM PANEL IN BAND SHELL TO NEW LIGHTS. MATERIAL AND LABOR	1	11,950.00	11,950.00
This proposal may be withdrawn in 30 days if not accepted			TOTAL	\$11,950.00

SIGNATURE _____