

# 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 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 10<sup>th</sup> Street, Rock Falls IL 61071

July 7, 2020  
6:30 p.m.

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

#### **Public Hearing**

Public Hearing to receive written or oral comments regarding the proposed Appropriation Ordinance 2020-2482 for the Fiscal Year beginning May 1, 2020 and Ending April 30, 2021

#### **Audience Requests**

#### **Community Affairs**

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

#### **Consent Agenda**

1. Approval of the Minutes of the June 16, 2020 Regular Council Meeting
2. Approval of bills as presented

#### **Ordinances 2<sup>nd</sup> Reading and Adoption:**

1. Ordinance 2020-2482 Appropriation for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021
2. Ordinance 2020-2483 Ordinance Amending the Zoning Map of the City of Rock Falls (301-303 E. Third Street, Rock Falls, IL 61071)
3. Ordinance 2020-2484 Ordinance Amending the Zoning Map of the City of Rock Falls (606 Emmons Avenue, Rock Falls, IL 61071)
4. Ordinance 2020-2485 Amending Chapter 26, Article VII of the Rock Falls Municipal Code Relating to Construction of Utilities in the Right-Of-Way
5. Ordinance 2020-2487 Sale of Surplus Property

**City Administrator Robbin Blackert**

1. Resolution 2020-849 Authorizing Engagement of Ward, Murray, Pace & Johnson, P.C., in their Capacity as City Attorneys, for the Purpose of Intervening and Protesting the Property Tax Appeal Filed by Walgreens

### **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

1. Approve utility write-off's for January 2020 through May 2020
2. Approval of Agreement for Community Building Responsibility between the City of Rock Falls and the Rock Falls Chamber of Commerce

#### **Ward 2**

Alderman Brian Snow - Building Code Committee Chairman

#### **Ward 3**

Alderman Jim Schuneman - Utility Committee Chairman/Tourism Committee Chairman

1. Approval for Water Department to purchase 5/8X3/4 Meters in the amount of \$16,500.00 from Ferguson Waterworks 1917 1<sup>st</sup> Ave N, Fargo, ND 58102
2. Reconsideration of Approving Waiver of Certain Conditions of the Rock Falls Municipal Code Relating to Carry on Range
3. Ordinance 2020-2486 Approving Waiver of Certain Conditions of the Rock Falls Municipal Code Relating to Carry on Range and Authorizing the Mayor to Execute an Agreement with Respect to the Same
4. Approval of License Agreement No. 3088 with the Illinois Department of Natural Resources for a 5 year term and payment of \$550.00 for the full term. (Storm Sewer at Nims Park)

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

1. Approve Assistant Water Superintendent Job Description

### **Mayor's Report**

1. Appoint Alderwoman Palmer as the Chairman of Finance/Insurance/Investment Committee
2. Appoint Alderman Snow as a member of the Utility Committee
3. Accept the resignation/retirement of Police Chief Tammy Nelson - Retirement date of February 12, 2021

### **Adjournment**

Next City Council meeting - July 21, 2020 at 6:30 p.m.

Posted: July 2, 2020

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.

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

June 16, 2020

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was held electronically (via Zoom) due to the COVID-19 Pandemic and Illinois Governor Pritzker's stay at home order. The meeting was called to order at 6:30 p.m. June 16, 2020.

The City Council recited the Pledge of Allegiance.

Deputy City Clerk Michelle Conklin called the roll. A quorum was present including Mayor Wescott, Alderman Palmer, Wangelin, Snow, Schuneman, Kleckler and Sobottka. Alderman Folsom being absent. In addition City Administrator Robbin Blackert, Attorney Matt Cole and Attorney James Reese were present.

Consent Agenda items 1 through 4 were read aloud.

1. Approval of the Minutes of the June 2, 2020 Regular City Council Meeting
2. Approval of bills as presented
3. Recommendation from the Planning & Zoning Commission to grant the request from Larry McCormick to Rezone Parcel # 1127152025 (301-303 E 3<sup>rd</sup> Street) from R-3 to MU-1
4. Planning & Zoning Commission recommends to the City that no objection be made for the Special Use Permit from Sand & Sea, LLC for the property located at 25460 Deer Run, Sterling IL. Instruct City Administrator to draft a letter to Whiteside County stating that the City of Rock Falls has no objection to the Special Use Permit

A motion was made by Alderman Wangelin and second by Alderman Snow to approve Consent Agenda items 1 through 4.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Schuneman to approve first reading of Ordinance 2020-2482 – Appropriation Ordinance for the Fiscal Year Beginning May 1, 2020 and ending April 30, 2021.

**Viva Voce Vote, motion carried.**

A motion was made by Alderman Snow and second by Alderman Sobottka to approve Ordinance 2020-2479 – Amending Chapter 18, Article II, Section 18-26 of the Rock Falls Municipal Code Reducing the Speed Limit on Dixon Avenue.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Palmer to approve Ordinance 2020-2481 approving Waiver of Certain Conditions of the Rock Falls Municipal Code Relating to Carry on Range and Authorizing the Mayor to Execute an Agreement with Respect to the Same.

**Vote 3 aye, 3 nay (Wangelin, Snow, Kleckler). Motion died for lack of majority.**

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

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

  
Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 07/07/2020

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		4528.84
General Fund		63928.85
Building Code Demolition Fund		2010.00
Industrial Development Fund		110.00
Employee Group Insurance		40.50
Electric		491536.33
Fiber Optic Broadband	Taxable	1703.06
	Tax Exempt	144114.64
Sewer		99943.66
Water		195117.33
Garbage Fund		42313.34
Customer Service Center		2019.08
Safe Passage/Non Evidentiary		\$1,180.00
Tobacco Grant		\$265.00
Customer Utility Deposits		\$459.42
		\$1,049,270.05

Alderman Kuhlemier  
Alderman Kleckler  
Alderman Wangelin  
Alderman Palmer

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/19/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
2528	LAMAR ADVERTISING COMPANY	1,535.00	1,535.00
5015	CARD SERVICE CENTER	1,614.86	1,491.64
5239	SNAIL MAIL LOGISTICS		372.25
T0005337	STAHR MEDIA		300.00
	TOURISM		3,698.89
GENERAL FUND			
01	ADMINISTRATION		
5015	CARD SERVICE CENTER	1,614.86	54.99
795	SBM BUSINESS EQUIPMENT CENTER	1,104.74	14.50
	ADMINISTRATION		69.49
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	1,104.74	14.50
	CITY ADMINISTRATOR		14.50
04	BUILDING		
5015	CARD SERVICE CENTER	1,614.86	7.00
5253	WEX BANK	3,523.50	76.15
	BUILDING		83.15
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	1,614.86	35.91
795	SBM BUSINESS EQUIPMENT CENTER	1,104.74	107.00
	CITY CLERK'S OFFICE		142.91
06	POLICE		
2301	STERLING NAPA		8.99
350	GISI BROS. INC.	278.09	692.00

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INVOICES DUE ON/BEFORE 06/19/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
4796	VERIZON WIRELESS	1,539.79	306.37
5015	CARD SERVICE CENTER	1,614.86	586.13
5253	WEX BANK	3,523.50	2,238.45
651	NICOR	4,715.11	35.36
683	P. F. PETTIBONE & CO.		35.00
	POLICE		3,902.30
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07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN		1,150.00
4931	MUNICIPAL SYSTEMS INC	300.00	915.23
	CODE HEARING DEPARTMENT		2,065.23
-----			
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	9,494.28	32,006.65
1449	QUALITY READY MIX	4,572.38	3,402.50
1853	MOORE TIRES INC.	2,435.60	39.99
2606	MIKE'S REPAIR SERVICE	221.03	11.25
34	ALTORFER INC.	729,427.03	91.50
4207	O'REILLY AUTOMOTIVE INC	763.87	24.50
4796	VERIZON WIRELESS	1,539.79	63.60
5253	WEX BANK	3,523.50	534.61
55	ARAMARK UNIFORM SERVICES, INC.	1,360.48	93.04
631	MURRAY & SONS EXCAVATING, INC	49,628.00	4,550.00
852	S.J. SMITH CO INC	128.88	122.71
	STREET		40,940.35
-----			
12	PUBLIC PROPERTY		
5015	CARD SERVICE CENTER	1,614.86	19.96
T0003127	ILLINOIS DEPT OF COMMERCE		57.68
	PUBLIC PROPERTY		77.64
-----			
13	FIRE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
13	FIRE		
2515	JOHN MORLEY SIGNS		1,450.00
4664	STAPLES ADVANTAGE	119.15	95.39
5015	CARD SERVICE CENTER	1,614.86	194.64
5253	WEX BANK	3,523.50	352.46
651	NICOR	4,715.11	106.11
67	B & D SUPPLY CO.	76.20	16.59
	FIRE		2,215.19
-----			
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	53.90	40.50
	EMPLOYEE GROUP INS		40.50
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	269.92	138.30
1581	RICHARD SIMON		100.00
2140	MCMASTER-CARR SUPPLY	1,450.55	731.55
2187	BORDER STATES INDUSTRIES INC	5,821.33	1,286.00
219	CRESCENT ELECTRIC	105.58	542.50
2557	ASPLUNDH TREE EXPERT CO.	27,629.00	13,814.50
34	ALTORFER INC.	729,427.03	328.74
395	HILLS ELECTRIC MOTOR SERVICE	190.41	44.34
4215	POWER LINE SUPPLY	5,172.88	965.20
4548	ELEVATOR CONSTRUCTION		3,587.50
4626	ENGEL ELECTRIC CO.		557.00
4795	WESTWOOD MACHINE & TOOL CO		803.00
4796	VERIZON WIRELESS	1,539.79	466.62
4938	MICHLIG ENERGY LTD	9,149.18	3,913.60
5008	POWER SYSTEM ENGINEERING INC	16,957.25	1,176.00
5015	CARD SERVICE CENTER	1,614.86	857.99
5020	GRAYBAR		66.11
5022	AIMS MECHANICAL, LLC	45,256.00	50,620.00
5107	J F BRENNAN CO INC		6,090.00
5253	WEX BANK	3,523.50	1,284.99
5297	UTILITY ASSET MANAGEMENT INC		41,643.00
5300	T.R. MILLER MILL COMPANY INC		10,773.69
651	NICOR	4,715.11	292.26



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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
66	STERLING CHEVROLET CO.		21.03
T0004041	GENSINI EXCAVATING, INC.		156,052.75
T0005339	DIAMOND ROWAN		112.69
T0005340	WCDUA		114.92
	OPERATION & MAINTENANCE		296,384.28
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	1,539.79	144.38
5015	CARD SERVICE CENTER	1,614.86	7.00
5197	COS SYSTEMS INC	500.00	500.00
5253	WEX BANK	3,523.50	51.68
	FIBER OPTIC BROADBAND/TAXABLE		703.06
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
T0004041	GENSINI EXCAVATING, INC.		144,114.64
	FIBER OPTIC BROADBAND/TXEXEMPT		144,114.64
SEWER FUND			
30	SEWER		
5273	DPS EQUIPMENT SERVICES INC		83,250.00
	SEWER		83,250.00
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC		115.00
200	COM ED	188.64	139.46
423	AT&T	978.45	450.76
4446	MORING DISPOSAL, INC.	43,256.54	2,850.00
4694	PACTEC, INC		1,260.23
4796	VERIZON WIRELESS	1,539.79	163.72
5253	WEX BANK	3,523.50	391.53

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INVOICES DUE ON/BEFORE 06/19/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
651	NICOR	4,715.11	393.91
	OPERATION & MAINTENANCE		5,764.61
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	9,494.28	879.60
4361	FERGUSON WATERWORKS #2516	3,591.91	2,687.16
T0004041	GENSINI EXCAVATING, INC.		167,603.38
	WATER		171,170.14
48	OPERATION & MAINTENANCE		
2451	MENARDS	188.05	165.06
2611	FISCH MOTORS INC		69.00
4655	WHEELHOUSE, INC.	79.25	20.00
4796	VERIZON WIRELESS	1,539.79	38.01
5015	CARD SERVICE CENTER	1,614.86	172.68
5238	FDF INC		375.00
5253	WEX BANK	3,523.50	233.34
55	ARAMARK UNIFORM SERVICES, INC.	1,360.48	371.85
651	NICOR	4,715.11	186.27
T0001728	KEITH STOUFFER		260.00
	OPERATION & MAINTENANCE		1,891.21
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	43,256.54	42,080.84
	GARBAGE		42,080.84
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005335	RICHARD FINNICUM		50.00
T0005336	MICHELLE SHEARS		64.35

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005338	HEATHER ANNING		35.30
	CUSTOMER UTILITY DEPOSITS		149.65
	TOTAL ALL DEPARTMENTS		798,758.58

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INVOICES DUE ON/BEFORE 06/26/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
200	COM ED	328.10	21.13
5032	COMCAST	483.00	5.33
5178	COMCAST BUSINESS	809.25	19.00
	TOURISM		45.46
GENERAL FUND			
01	ADMINISTRATION		
5032	COMCAST	483.00	5.33
5178	COMCAST BUSINESS	809.25	19.00
	ADMINISTRATION		24.33
02	CITY ADMINISTRATOR		
5032	COMCAST	483.00	2.66
5178	COMCAST BUSINESS	809.25	19.00
	CITY ADMINISTRATOR		21.66
04	BUILDING		
5032	COMCAST	483.00	10.66
5178	COMCAST BUSINESS	809.25	38.03
	BUILDING		48.69
05	CITY CLERK'S OFFICE		
5032	COMCAST	483.00	10.66
5178	COMCAST BUSINESS	809.25	38.01
	CITY CLERK'S OFFICE		48.67
06	POLICE		
2380	AUTOZONE	84.62	25.13
4692	PANTHER UNIFORMS, INC.	1,338.00	243.65

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
4806	AXON ENTERPRISE INC		209.00
5032	COMCAST	483.00	88.86
5178	COMCAST BUSINESS	809.25	75.99
795	SBM BUSINESS EQUIPMENT CENTER	1,240.74	159.51
T0005345	SUNSET LAW ENFORCEMENT		2,646.03
	POLICE		3,448.17
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10	STREET		
1493	WILLIAM & MARY COMPUTER CENTER		29.50
1853	MOORE TIRES INC.	2,475.59	29.95
2606	MIKE'S REPAIR SERVICE	232.28	19.98
2771	WINDSTREAM	565.32	211.17
2985	WALMART COMMUNITY/SYNCB	206.54	52.72
4207	O'REILLY AUTOMOTIVE INC	788.37	97.88
5032	COMCAST	483.00	5.33
5178	COMCAST BUSINESS	809.25	19.00
5239	SNAIL MAIL LOGISTICS	372.25	198.24
529	LAWSON PRODUCTS, INC.		386.08
55	ARAMARK UNIFORM SERVICES, INC.	1,825.37	97.48
	STREET		1,147.33
-----			
12	PUBLIC PROPERTY		
423	AT&T	1,429.21	559.97
651	NICOR	5,729.02	142.82
	PUBLIC PROPERTY		702.79
-----			
13	FIRE		
2985	WALMART COMMUNITY/SYNCB	206.54	90.70
4796	VERIZON WIRELESS	2,722.49	167.06
5032	COMCAST	483.00	38.55
5178	COMCAST BUSINESS	809.25	56.99
	FIRE		353.30

INVOICES DUE ON/BEFORE 06/26/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	408.22	39.53
194	GRUMMERT'S HARDWARE - R.F.	851.53	67.25
2771	WINDSTREAM	565.32	314.99
2985	WALMART COMMUNITY/SYNCB	206.54	20.57
4606	TOWER EQUIPMENT CORP	863.00	996.00
4626	ENGEL ELECTRIC CO.	557.00	1,042.00
5020	GRAYBAR	66.11	5,844.50
5022	AIMS MECHANICAL, LLC	95,876.00	50,620.00
5032	COMCAST	483.00	26.65
5178	COMCAST BUSINESS	809.25	38.05
5212	POWER/MATION		1,268.75
529	LAWSON PRODUCTS, INC.		235.70
T0005229	POWERCON CORP		28,122.90
	OPERATION & MAINTENANCE		88,636.89
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5224	TACHYON FIBER DESIGN LLC	1,000.00	1,000.00
	FIBER OPTIC BROADBAND/TAXABLE		1,000.00
SEWER FUND			
38	OPERATION & MAINTENANCE		
2517	WM CORPORATE SERVICES, INC	4,411.96	1,235.87
2699	WHITESIDE COUNTY HEALTH DEPT		55.00
2985	WALMART COMMUNITY/SYNCB	206.54	174.60
4684	SCHMITT PLUMBING & HEATING INC	5,608.00	630.00
4796	VERIZON WIRELESS	2,722.49	76.02
5032	COMCAST	483.00	18.65
5178	COMCAST BUSINESS	809.25	19.00
5288	JET VAC ENVIRONMENTAL		114.34
	OPERATION & MAINTENANCE		2,323.48
WATER FUND			
40	WATER		
1165	CEC OF THE SAUK VALLEY INC	115.00	115.00

INVOICES DUE ON/BEFORE 06/26/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	6,279.07	436.25
T0005333	LEE JENSEN SALES CO INC	250.00	1,618.00
	WATER		2,169.25
48	OPERATION & MAINTENANCE		
1151	SMITH ECOLOGICAL SYSTEMS CO	1,189.63	216.52
1165	CEC OF THE SAUK VALLEY INC	115.00	287.50
194	GRUMMERT'S HARDWARE - R.F.	851.53	94.42
2771	WINDSTREAM	565.32	209.28
2985	WALMART COMMUNITY/SYNCB	206.54	56.46
4361	FERGUSON WATERWORKS #2516	6,279.07	1,986.26
4796	VERIZON WIRELESS	2,722.49	114.03
5032	COMCAST	483.00	13.32
5060	SAUK VALLEY PEST CONTROL INC		540.00
5178	COMCAST BUSINESS	809.25	19.00
55	ARAMARK UNIFORM SERVICES, INC.	1,825.37	211.89
631	MURRAY & SONS EXCAVATING, INC	54,178.00	2,830.00
774	ROCK RIVER READY MIX	76.64	71.86
T0004455	ROCK RIVER CARTAGE INC		994.73
T0005346	ESSENCE CHEMICAL COMPANY		278.00
	OPERATION & MAINTENANCE		7,923.27
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	88,187.38	177.50
	GARBAGE		177.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2688	STAPLES CREDIT PLAN	102.62	213.31
5032	COMCAST	483.00	18.65
5178	COMCAST BUSINESS	809.25	38.03
689	PITNEY BOWES GLOBAL	270.78	1,710.00
	CUSTOMER SERVICE CENTER		1,979.99

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INVOICES DUE ON/BEFORE 06/26/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SAFE PASSAGE/NON EVIDENTIARY			
57	SAFE PASSAGE/NON EVIDENTIARY		
T0005341	JAMELL HARRIS		1,180.00
	SAFE PASSAGE/NON EVIDENTIARY		1,180.00
TOBACCO GRANT			
58	TOBACCO		
2985	WALMART COMMUNITY/SYNCB	206.54	265.00
-----			
	TOBACCO		265.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005342	CONSUELO GALVAN		36.35
T0005344	EMMANUEL ROSADO-VELAZQUEZ		273.42
	CUSTOMER UTILITY DEPOSITS		309.77
	TOTAL ALL DEPARTMENTS		111,805.55



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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
5178	COMCAST BUSINESS	1,208.35	19.52
5239	SNAIL MAIL LOGISTICS	570.49	108.47
T0004325	JJM PRINTING INC		656.50
	TOURISM		784.49
GENERAL FUND			
01	ADMINISTRATION		
1052	SAUK VALLEY MEDIA	1,287.00	40.95
1472	WARD, MURRAY, PACE & JOHNSON	11,097.50	3,630.00
4333	CIRCUIT CLERK OF OGLE COUNTY		500.00
4392	WILLIAM B WESCOTT	80.00	40.00
5178	COMCAST BUSINESS	1,208.35	19.52
753	ROCK FALLS CHAMBER OF COMMERCE	2,500.00	500.00
	ADMINISTRATION		4,730.47
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	200.00	100.00
5178	COMCAST BUSINESS	1,208.35	19.52
	CITY ADMINISTRATOR		119.52
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	11,097.50	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
2797	MARK SEARING	80.00	40.00
350	GISI BROS. INC.	970.09	65.00
5178	COMCAST BUSINESS	1,208.35	39.09
5220	TECHNOLOGY FINANCE CORP	1,186.94	30.43
	BUILDING		174.52

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS	1,208.35	39.10
	CITY CLERK'S OFFICE		39.10
06	POLICE		
1448	IL DEPT OF INNOVATION &	796.86	398.43
1472	WARD, MURRAY, PACE & JOHNSON	11,097.50	220.00
1853	MOORE TIRES INC.	2,505.54	24.29
2380	AUTOZONE	109.75	15.27
295	PAM ERBY	200.00	50.00
5178	COMCAST BUSINESS	1,208.35	78.09
5277	PAPER RECOVERY SERVICE CORP	60.00	75.00
5303	EVIDENT INC		203.78
T0002721	NORTHWEST IL LAW ENFORCEMENT		100.00
T0005347	KLOCKE'S EMERGENCY VEHICLES		50.00
	POLICE		1,214.86
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	1,150.00	750.00
	CODE HEARING DEPARTMENT		750.00
10	STREET		
5178	COMCAST BUSINESS	1,208.35	19.52
5220	TECHNOLOGY FINANCE CORP	1,186.94	243.47
	STREET		262.99
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	11,097.50	220.00
194	GRUMMERT'S HARDWARE - R.F.	1,013.20	73.70
2301	STERLING NAPA	8.99	119.18
2451	MENARDS	353.11	67.77
295	PAM ERBY	200.00	50.00
4207	O'REILLY AUTOMOTIVE INC	886.25	154.60

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
4385	DINGES FIRE COMPANY	580.84	156.83
5060	SAUK VALLEY PEST CONTROL INC	540.00	65.00
5178	COMCAST BUSINESS	1,208.35	58.57
838	THE SHERWIN - WILLIAMS CO.		44.54
T0003065	DAN CONE GROUP		266.50
	FIRE		1,276.69
-----			
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
T0004806	ARREZOLA LAWN CARE		2,010.00
	BUILDING CODE DEMOLITION FUND		2,010.00
-----			
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	11,097.50	110.00
	INDUSTRIAL DEVELOPMENT		110.00
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	11,097.50	770.00
1527	RESCO	19,659.52	28,485.00
194	GRUMMERT'S HARDWARE - R.F.	1,013.20	82.57
2451	MENARDS	353.11	124.96
4148	BHMG ENGINEERS	156,460.49	34,083.66
4170	GALE & SHERRY WIND		3.25
4207	O'REILLY AUTOMOTIVE INC	886.25	27.97
4215	POWER LINE SUPPLY	6,138.08	780.04
4544	UPS	88.82	15.52
4548	ELEVATOR CONSTRUCTION	3,587.50	1,100.00
4682	SURVALENT TECHNOLOGY CORP.		17,963.00
4938	MICHLIG ENERGY LTD	13,062.78	7,536.87
4995	CLOUDPOINT GEOGRAPHICS INC	14,600.00	2,433.34
5008	POWER SYSTEM ENGINEERING INC	18,133.25	7,960.00
5178	COMCAST BUSINESS	1,208.35	39.09
5220	TECHNOLOGY FINANCE CORP	1,186.94	517.39

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
631	MURRAY & SONS EXCAVATING, INC	57,008.00	1,592.50
838	THE SHERWIN - WILLIAMS CO.		3,000.00
	OPERATION & MAINTENANCE		106,515.16
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	1,337.50	3,830.00
	SEWER		3,830.00
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	11,097.50	220.00
194	GRUMMERT'S HARDWARE - R.F.	1,013.20	4.94
2655	MISSISSIPPI VALLEY PUMP, INC.		429.00
4995	CLOUDPOINT GEOGRAPHICS INC	14,600.00	2,433.33
5178	COMCAST BUSINESS	1,208.35	19.52
5220	TECHNOLOGY FINANCE CORP	1,186.94	182.61
5259	CHRIS STAUFFER		791.17
5283	RHINO INDUSTRIES INC	6,196.00	645.00
5302	SHAE SMITH		50.00
	OPERATION & MAINTENANCE		4,775.57
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	42,380.53	4,826.40
4361	FERGUSON WATERWORKS #2516	8,701.58	223.06
	WATER		5,049.46
48	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	11,097.50	220.00
367	HACH COMPANY		633.91
4361	FERGUSON WATERWORKS #2516	8,701.58	701.70
4911	PREMIER INSULATION, LLC		1,500.00

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
4995	CLOUDPOINT GEOGRAPHICS INC	14,600.00	2,433.33
5178	COMCAST BUSINESS	1,208.35	19.52
5220	TECHNOLOGY FINANCE CORP	1,186.94	213.04
T0005346	ESSENCE CHEMICAL COMPANY	278.00	1,192.50
	OPERATION & MAINTENANCE		6,914.00
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	11,097.50	55.00
	GARBAGE		55.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5178	COMCAST BUSINESS	1,208.35	39.09
	CUSTOMER SERVICE CENTER		39.09
	TOTAL ALL DEPARTMENTS		138,705.92

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK FALLS, ILLINOIS

SECTION I

That the following sums of money, or as much thereof as may be authorized by law, to defray expenses and liabilities of the City of Rock Falls, be and the same are hereby appropriated for corporate purposes and object of said City of Rock Falls hereinafter specified for the Fiscal Year beginning May 1, 2020 and ending April 30, 2021.

	<u>Appropriated</u>
<b>Administration:</b>	
Elected Officials Salaries	48,000.00
Mayor's Expenses	2,000.00
Information Technology Expense	1,492.00
Hotel/Motel Admin Fee Expense	1,500.00
Print Pub Ordinance/Notice	200.00
Codification of Ordinances	6,000.00
Dues/Sub/Publications	1,500.00
Office Expense	1,500.00
Meetings/Seminars/Schools	2,500.00
Telephone Expense	1,000.00
Legal & Prof. Expense	68,560.00
Auditing Expense	22,000.00
Bad Debt Expense	1,000.00
Insurance Exp. Employee	74,848.00
Insurance Exp. - General	276,194.00
Property Acquisition	55,336.00
Miscellaneous Expense	1,000.00
RF Chamber Gen. Ofc Expense	6,000.00
Union Drainage Tax	5,000.00
Contingency	57,563.00
<b>Total Administration</b>	<b><u><u>\$633,193.00</u></u></b>
<b>City Administrator:</b>	
Salary/Wages	93,681.00
Vehicle Allowance	1,200.00
Office Expense	1,500.00
Information Technology Expense	1,194.00
Mtgs-Sem-Conf-School	1,000.00
Telephone	1,054.00
Insurance Expense Employee	21,956.00
Miscellaneous Expense	250.00
Contingency	12,184.00
<b>Total City Administrator</b>	<b><u><u>\$134,019.00</u></u></b>
<b>Planning/Zoning:</b>	
Print/Publishing Ord/Notices	100.00
Dues/Sub/Publications	275.00
Postage & Office Supplies	750.00
Meetings/Seminars/Conferences/Schools	450.00
Legal & Professional Expense	2,500.00
Miscellaneous Expense	50.00
Contingency	413.00
<b>Total Planning/Zoning</b>	<b><u><u>\$4,538.00</u></u></b>

**Building Department:**

Salary/Wages	168,349.00
Dues/Subscriptions/Publications	1,400.00
Office Expense	5,000.00
Overtime	200.00
Meetings/Seminars/Schools	1,500.00
Vehicle Gas & Oil	1,000.00
Vehicle Maint. & Operation	1,000.00
Emergency Building Inspection	250.00
Telephone Expense	1,600.00
Legal Expense	2,000.00
Insurance Expense Employee	81,674.00
Information Technology Expense	1,193.00
Miscellaneous Expense	500.00
Contingency	26,567.00
<b>Total Building Department</b>	<b><u><u>\$292,233.00</u></u></b>

**Business Office:****Elected Officials Salaries**

Salary/Wages	151,340.00
Dues/Subscriptions/Publications	1,500.00
Office Expense	17,840.00
Information Technology Expense	1,790.00
Overtime	200.00
Meetings/Seminar/Conference	600.00
Telephone Expense	1,415.00
Insurance Expense - Employee	29,848.00
Miscellaneous Expense	1,000.00
Contingency	20,554.00
<b>Total City Clerk</b>	<b><u><u>226,087.00</u></u></b>

**Police Department:**

Non-Sworn Wage	112,496.00
Overtime/Sworn	40,000.00
Overtime - Non-Sworn	500.00
Insurance Employee	275,283.00
ICMA-RA Contribution	6,687.00
Sworn Police Wages	1,476,561.00
Sev. Bonus Sick Pay	2,000.00
Education Pay	8,900.00
New Cars	46,102.00
Dues/Sub./Publ.	4,220.00
Postage/Office Supp.	4,500.00
New Equipment	10,374.00
R & M - Equipment	4,000.00
Contrib to Police Pens.	587,884.00
Commissioner's Expenses	4,038.00
R & M - Building	7,500.00
Rabies Control	6,000.00
Radio Expense	4,000.00
Telephone Expense	12,396.00
Service Contracts	46,296.00
Mtgs/Conf/Sem/Sch	11,000.00
Vehicle Gas & Oil	30,000.00
Veh Oper./Maint.	15,000.00
Firearms Training	9,000.00
Utilities	12,920.00
Heating Gas Expense	1,500.00

Legal & Prof. Exp.	3,000.00
Community Policing	200.00
Sex Offender Registration Expense	1,500.00
Printing	1,000.00
Photographic Exp	500.00
Police Supplies	1,000.00
Uniform Expense	15,000.00
Janitor Supplies	1,000.00
Police Investigation	4,500.00
Towing	800.00
Physicals	260.00
Safety Expense	2,000.00
Misc Exp.	500.00
Dispatch Consolidation	360,000.00
Information Technology	14,017.00
Contingency	314,444.00
<b>Total Police Department</b>	<b><u><u>\$3,458,878.00</u></u></b>

**Code Hearing Department:**

Office Supplies	2,500.00
Monthly Software License	3,600.00
MSI Commision	7,500.00
Legal Expenses	500.00
Professional Expenses	9,000.00
Miscellaneous Expense	1,000.00
Contingency	2,410.00
<b>Total Code Hearing Department</b>	<b><u><u>26,510.00</u></u></b>

**Street Department:**

Overtime	20,000.00
Grounds Maintenance	10,000.00
Sidewalk repairs	50,000.00
Salaries	309,258.00
Insurance-Employee	86,017.00
Postage & Office Sup.	500.00
New Equipment	5,000.00
Repair & Maint Equip.	20,000.00
Snow Removal/Meals	500.00
Information Technology	597.00
Alarm Expense	2,000.00
Sign Material	7,000.00
Loan/Principal	80,139.00
Loan/Interest	8,928.00
Radio Expense	250.00
Bldg Maint. & Repair	3,000.00
Vehicle Gas & Oil	13,500.00
Veh. Operation & Maint.	20,000.00
Tree & Stump Removal	7,500.00
Paint & Painting Sup.	10,000.00
Utilites	7,985.00
Telephone Expense	5,300.00
Heating Gas Expense	4,500.00
Legal & Professional Exp	250.00
Sales tax project-Infrast.	1,350,000.00
Engineering/Sales Tax Project	10,000.00
Barricade Expense	500.00
Uniform Expense	1,100.00
Janitor Supplies	5,000.00
Small Tools	500.00



Supplies	500.00
Physicals	375.00
Safety Expense	2,500.00
Miscellaneous Expense	2,000.00
Contingency	204,470.00
<b>Total Steet Department</b>	<b><u>204,470.00</u></b>

**Public Property:**

Heater & A/C Repairs	3,000.00
Grounds Maintenance	1,000.00
New Equipment	200.00
Equipment Rental	
Repair & Maint. Equipment	1,000.00
Bldg. Maint & Repairs	5,000.00
Community Building - R & M	5,000.00
Equipment Gas & Oil	200.00
Utilities	57,950.00
Fire Alarm Service Expense	4,000.00
Heating Gas Expense	1,200.00
Limestone Building Expense	10,000.00
Janitors Supplies	1,000.00
Volunteer Projects	500.00
Miscellaneous Expense	500.00
Emerald Ash Borer/Misc Exp	1,000.00
Contingency	9,155.00
<b>Total Public Property</b>	<b><u>100,705.00</u></b>

**Fire Department:**

Fire Investigation	50.00
Overtime	60,000.00
Insurance-Employee	204,124.00
ICMA-RA Contribution	2,615.00
Paid on Call Firemen	6,000.00
Holiday/Vacation Pay	35,239.00
Sworn Fire Salaries/Wages	848,288.00
Dues/Subscription/Pubs	4,080.00
Postage & Office Supplies	1,140.00
New Equipment	19,190.00
R & M Equipment	11,000.00
ESDA R & M Equipment	530.00
Commissioner's Expenses	4,038.00
Fire Truck/Principal	76,605.00
Radio Expense	1,500.00
Telephone Expense	5,855.00
R & M Building	5,000.00
Meetings/Seminars/Schools	2,500.00
Interest Expense	16,602.00
Vehicle Gas & Oil	10,000.00
Vehicle Operation & Maint.	25,000.00
Utilities	9,150.00
Heating Gas	3,000.00
Legal & Professional Exp	2,500.00
Uniform Expense	4,000.00
Janitors Supplies	1,000.00
Fire Supplies & Chemicals	1,500.00
Physicals	500.00
Safety Expense	100.00
Micellaneous Expense	300.00
Information Technology	1,343.00

Training Materials	100.00
Public Education Materials	100.00
Contingency	136,295.00
<b>Total Fire Department</b>	<b><u>\$1,499,244.00</u></b>

**Total General Fund Expenses** **\$8,624,576.00**

**Fiscal Year 2021  
ANTICIPATED REVENUE  
GENERAL FUND**

Corporate	185,951.00
Road & Bridge	57,000.00
Police Protection	55,785.00
Fire Protection	55,785.00
Police Pension	587,884.00
Rural Fire Protection Tax	248,000.00
State Income Tax	972,930.00
State Use Tax	328,943.00
State Sales Tax	1,100,000.00
Non-Home Rule Sales Tax	800,000.00
Street Maintenance	19,000.00
Cannabis Excise Tax	7,412.00
Health Insurance Reimbursement	170,749.00
Interest	4,000.00
Liquor Licenses	75,000.00
Other Licenses	15,000.00
Tobacco/Liquor Violation Fines	750.00
Building Permits	30,000.00
Inspection Fees	12,000.00
Contractors Registration	10,000.00
Cablevision Franchise	130,000.00
Simplified Tele. Maint. Fee	150,000.00
Natural Gas Utility Tax	115,000.00
Fines	60,000.00
Police Reports	1,000.00
Code Hearing Income	30,400.00
Tourism Office Rent	12,000.00
Tourism Administration Fees	11,500.00
Capital Cost Recovery	490,000.00
Rent/Utility Office	48,786.00
Nicor Franchise	15,500.00
Grant Funds	2,500.00
Charitable Games	3,000.00
Sex Offender Registration	2,500.00
Video Gaming	250,000.00
Bail/Warrant Fees	12,000.00
School Resource Officer Reimbursement	81,144.00
Emergency Rescue	8,500.00
Non Resident Emergency Response Fee	1,000.00
Contributions Water, Electric & Sewer	371,737.00
Miscellaneous	45,000.00
Wireless tower	10,000.00
Acting Chief/Reimbursement	97,332.00
Utility Service Partners Royalty	4,000.00
Transfer /Work Comp & Gen Liab	230,000.00
Hallman/Schmitt Rental Income	10,000.00
Transfer from Reserves	1,695,488.00
<b>Total General Fund Anticipated Revenue</b>	<b><u>\$8,624,576.00</u></b>

<b>Toursim Fund:</b>	
Administrative Expense	\$11,500.00
Salary/Wages	\$82,820.00
Rent	\$12,000.00
Dues/Subscriptions/Publications	\$9,200.00
Bike Share Expenses	\$3,360.00
Office Expense	\$8,628.00
Information Technology Expense	\$2,385.00
Meetings/Seminars/Training	\$3,145.00
Telephone Expense	\$1,975.00
Legal/Professional Fees	\$1,000.00
Audit Expense	\$2,500.00
Social Security Tax Expense	\$5,129.00
IMRF Expense	\$7,495.00
Insurance Expense	\$13,491.00
Medicare Tax Expense	\$1,200.00
Miscellaneous Expense	\$1,000.00
Grants/Sponsorship	\$5,000.00
Façade Grant	\$10,000.00
Advertising/PR	\$39,245.00
Events	\$32,955.00
Vehicle Gas & Oil	\$300.00
Vehicle R & M	\$800.00
Hospitality and Small Business Grant	\$200,000.00
Contingency	\$45,515.00
<b>TOTAL</b>	<b>\$500,643.00</b>

**Fiscal Year 2021  
ANTICIPATED REVENUE  
TOURISM FUND**

Hotel/Motel Taxes	\$230,000.00
Bike Share Revenue	\$1,000.00
Interest Income	\$10,000.00
Health Insurance Reimbursement	\$2,523.00
Sponsorship Revenue	\$18,000.00
Miscellaneous Income	\$300.00
Transfer from Reserves	\$238,820.00
	<b>\$500,643.00</b>

<b>Electric Fund:</b>	
IT Expense	22,019.00
Fiber Optic Project	27,000.00
GIS Expense	40,500.00
Land Lease/Permits	6,300.00
Maintenance Gen-Sets	75,200.00
Generation Station & Equip Repairs	194,000.00
Overtime	67,927.00
Salary/Wages	1,044,000.00
Employee Training Program	11,750.00
Generation Penalties	1,000.00
Dues/Subscription/Publications	600.00
Postage & Office Supplies	4,500.00
Hydro Plant Maintenance	400,500.00
Equipment Rental	15,000.00
R & M Equipment	10,700.00
Capital Cost Recovery Expense	3,700.00
Maint. & Rep. SCADA/GIS Maint.	27,400.00
Contrib-City Administrator Fund	73,101.00
Maint. Overhead System Expense	60,000.00
Tree Trimming	151,200.00
Meter Hookups/Trouble Calls	6,300.00
Storm Trouble	10,000.00
Station Equip/Building Repair	63,700.00
R & M Traffic Signals	17,000.00
Meetings/Seminar/Conf/ Schools	23,800.00
Transformer Testing/Disposal	13,500.00
Vehicle Gas & Oil	20,000.00
Vehicle Operation & Maint.	37,000.00
Seasonal Decorations	1,500.00
Genset Fuel Purchase	100,000.00
Street Light Maint.	5,000.00
Electric Expense	76,300.00
Sewer Expense	1,500.00
Water Expense	2,400.00
Purchase Power-IMEA	6,184,842.00
Land/Cell Phones	21,800.00
Municipal Utility Tax-Excise Tax Exp	1,700.00
Legal Expense	25,000.00
Auding Expense	15,000.00
Engineering Expense	20,000.00
Cash Over/Short	100.00
Electric Excise Tax-Illinois	230,455.00
Bad Debt Expense	18,000.00
Social Security Tax	68,939.00
IMRF Pension	103,187.00
Insurance Expense-Employee	113,126.00
Insurance Expense-General	188,314.00
Medicare Tax	16,123.00
J.U.L.I.E.	1,049.00
Utility Office Expense	243,385.00
City Uniforms	12,036.00
Tools	14,500.00
Safety Supplies	21,500.00
Physicals	1,000.00
CDL Drug/ Alcohol Test	700.00
Miscellaneous Expensese	3,000.00
Marketing Expense	3,000.00
Electric Usage General Fund	91,000.00
Utility Tax General Fund	1,700.00

Bond Payments	520,400.00
Capital Projects	1,244,580.00
Contingency	1,177,884.00
<b>Total Electric Department</b>	<b><u><u>\$12,956,717.00</u></u></b>

**Fiscal Year 2021  
ANTICIPATED REVENUE  
Electric Fund**

Employee Health Insurance Reimbursement	25,646.00
Interest Income	20,000.00
Residential Revenue	5,973,290.00
Commercial Revenue	2,648,243.00
Municipal Revenue	733,048.00
General Service Revenue	1,567,965.00
Capacity Component Credit	131,496.00
Fuel Reimbursement Credit	100,000.00
Generation Payment Credit	242,902.00
Purchase Power Adjustment	64,815.00
Urban Lights	34,200.00
State Electric Excise Tax	230,455.00
Renewable Energy Income	36,750.00
Penalties	85,000.00
Pole Attachment	26,500.00
Rehook Fees	12,000.00
Traffic Signal Reimbursement	15,000.00
Sale of Material/Junk	1,000.00
Transfer from Reserves	1,008,407.00
<b>Total Electric Fund Revenues</b>	<b><u><u>12,956,717.00</u></u></b>

<b>IT Fund:</b>	
New Equipment	21,039.00
Maintenance Contracts	54,834.00
R & M Equipment	2,000.00
Office Supplies	640.00
Miscellaneous	1,811.00
	<u>80,324.00</u>

**Fiscal Year 2021  
ANTICIPATED REVENUE  
IT Fund**

Interest	
Tourism Revenue	2,386.00
Administration Revenue	1,492.00
City Administrator Revenue	1,194.00
Building Department Revenue	1,193.00
Business Office	1,790.00
Police Department Revenue	14,018.00
Street Department Revenue	597.00
Fire Department Revenue	1,343.00
Electric Department Revenue	22,019.00
Broadband Fund Revenue	2,982.00
Sewer Department Revenue	7,256.00
Water Department Revenue	12,177.00
Garbage Revenue	4,720.00
Utility Office Revenue	7,157.00
	<u>80,324.00</u>

**Fiber Optic Broadband**

IT Support	\$2,982.00
ISP Support Contracts	\$3,333.00
Bond Payment/Interest	\$347,120.00
Computer/Software	\$500.00
Network & Operations/Salary	\$184,614.00
Network & Operations/Soc Sec	\$11,446.00
Network & Operations/IMRF	\$17,132.00
Network & Operations/Medicare	\$2,585.00
Network & Operations/Emp Ins	\$29,915.00
Broadband Transport & Internet	\$27,085.00
Vehicle Fuel & Oil	\$800.00
Vehicle Repair & Maintenance	\$500.00
Rent/Utilities	\$2,000.00
Phones/Internet	\$590.00
24 X 7 Helpdesk	\$10,333.00
Legal & Professional Expense	\$5,000.00
Bad Debt	\$1,000.00
<b>Total Fiber Optic Broadband</b>	<b>\$646,935.00</b>

**Fiscal Year 2021  
ANTICIPATED REVENUE  
Fiber Optic Broadband**

Residential Service	\$30,000.00
Commercial Service	\$80,000.00
Anchor & Dedicated Installation	\$3,500.00
Penalties	\$700.00
Rise Franchise Fee	\$9,430.00
Fiber Lease/Maintenance Fee	\$40,000.00
Other Financing Sources	\$483,305.00
<b>Total Fiber Optic Broadband Revenues</b>	<b>\$646,935.00</b>

**Sewer Fund:**

Lab Apparatus and Reagents	19,800.00
GIS	41,800.00
Land Lease Permits	15,000.00
Storm Sewer R&M	20,000.00
Salary/Wages	321,824.00
Overtime	22,588.00
Dues & Subscription/ Publications	600.00
Postage & Office Supplies	1,100.00
Equipment Rental	8,000.00
R & M equipment	90,000.00
Capital Cost Recovery	10,000.00
Information Technology	7,256.00
R & M Lift Stations	55,000.00
Radio Expense	500.00
R & M Buildings	7,000.00
Alarm System Expenses	2,000.00
Meetings/Schools/Seminars	6,000.00
Other Gas & Oil	5,000.00
Vehicle Gas & Oil	15,200.00
Vehicle O&M	26,000.00
Sludge Hauling/Disposal	50,000.00
Sanitary Sewer R&M	65,000.00
Iron Analysis/Sludge samples	3,400.00
Computer/Software	16,300.00
Chemicals	38,000.00
Electric Expense	205,000.00
Sewer Expense	7,000.00
Telephone	22,252.00
Utility Tax Expense	6,000.00
Heating Gas Expense	35,000.00
Legal and Professional Expense	15,000.00
Auditing Expense	5,000.00
Engineering Expense	15,000.00
Bank Fees	500.00
Bad Debt Expense	33,766.00
Social Security Tax Expense	19,953.00
IMRF Expense	33,580.00
Insurance Expense-Employee	55,203.00
Insurance Expense-General	112,989.00
Medicare Expense	4,994.00
J.U.L.I.E. Expense	2,000.00
Property Taxes (Farm Land)	1,500.00
Utility Office Exp-Sewer Share	60,846.00
Uniform Expense	2,500.00
Small Tools	5,000.00
Supplies	5,000.00
Physicals	500.00
Safety Expense	6,000.00
Miscellaneous Expense	15,000.00
Contribution To Other Funds	55,776.00
EPA Loan Payable	1,008,064.00
Bond Payable	98,300.00
Storm Sewer Repair/Extensions	425,733.00
Sanitary Sewer Repair/Extensions	118,000.00
Plant & Property	70,500.00
New Equipment	231,984.00



Contingency  
Sewer Fund Total

352,531.00  
\$3,877,839.00

Fiscal Year 2021  
ANTICIPATED REVENUE  
Sewer Fund

Interest Income	10,000.00
Residential Revenue-Billed	1,261,004.00
Commercial Revenue-Billed	294,780.00
Industrial Revenue-Billed	65,506.00
Municipal Revenue-Billed	16,377.00
Capital Improvements-Billed	177,876.00
Sewer Plant Improvements-Billed	1,285,200.00
Penalties-Billed	25,000.00
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Hook-Up Fees/New Service	500.00
Sewer/Septic Disposal	2,000.00
Employee Health Insurance Reimbursement	10,497.00
Transfer from Reserves	729,099.00
<b>Total Sewer Fund Revenues</b>	<u><u>\$3,877,839.00</u></u>

**Water Fund:**

R&M Wells, Pumps, & Motors	25,000.00
R&M filters and Backwash	8,022.00
Lab Supplies & Equip	5,112.00
Cross connection	500.00
IT	16,897.00
GIS	34,679.00
Public Notification	2,000.00
Alarm expense	4,000.00
Salary / Wages	356,406.00
Severance/Bonus Sick Pay	10,000.00
Overtime	19,392.00
Dues/Subscription/ Publication	2,500.00
Postage & Office Supplies	1,000.00
Equipment Rental	1,500.00
R&M equipment	6,721.00
Capital Cost Recovery	3,715.00
R&M Hydrants	8,000.00
Leak Detection	5,000.00
R&M Distribution	110,000.00
Remove and Set meters	50,000.00
R&M Structures & Buildings	10,000.00
Meetings/Seminars/Schools	3,500.00
Groundwater Protection Exp	1,000.00
Vehicle Gas & Oil	9,240.00
Vehicle O&M	8,000.00
Backhoe Expense.	7,500.00
Gen. Plant/ Operating Exp.	27,040.00
Water Analysis (PDC)	3,820.00
R&M Towers	5,000.00
Chemicals	11,338.00
Electric Expense	74,652.00
Sewer Expense	374.00
Water Expense	1,234.00
Telephone Exp.	16,275.00
Utility Tax Exp.	12,669.00
Heating Gas Expen.	7,305.00
Legal and Prof. Exp	7,165.00
Auditing Exp.	5,000.00
Bank fees	300.00
Bad Debt Expense	7,460.00
Social Sec.	21,775.00
IMRF Exp.	27,959.00
Ins. Exp. (Employee)	104,654.00
Ins. Exp. (General)	50,217.00
Medicare Tax Expense	5,449.00
J.U.L.I.E	2,398.00
Barricade Exp.	1,000.00
Customer Service Budget	60,846.00
Uniform exp.	5,755.00
Small Tools	2,000.00
Supplies	1,900.00
Physicals	1,000.00
Safety exp.	6,200.00
Miscellaneous	1,500.00
Contribution Gen. Fund	55,775.00
Loss	30,000.00
IEPA Revolving loan	150,139.00
Bonds Payable	89,925.00

New Equipment	361,000.00
Distribution Lines	1,466,000.00
Contingency	333,481.00
<b>Total Water Fund</b>	<b><u><u>\$3,668,289.00</u></u></b>

**Fiscal Year 2021  
ANTICIPATED REVENUE  
Water Fund**

Interest Income	3,000.00
Residential Revenue-Billed	891,828.00
Commercial Revenue-Billed	236,979.00
Industrial Revenue-Billed	99,129.00
Municipal Revenue-Billed	22,365.00
Capital Improvements-Billed	191,618.00
Debt Service-Billed	266,717.00
Water Tower Rental	15,600.00
Penalties	14,750.00
Hook-up Fees/New Service	4,605.00
Rehook Up Fees	7,166.00
Miscellaenous Income	8,500.00
Employee Health Insurance Reimbursement	12,966.00
Transfer from Reserves	1,893,066.00
<b>Total Water Fund Revenues</b>	<b><u><u>\$3,668,289.00</u></u></b>

<b>Garbage Fund:</b>	
Garbage Collection Expense	\$532,478.00
Bulk Stickers	\$2,500.00
Recycling Center	\$5,000.00
Legal & Professional Expense	\$500.00
Auditing Expense	\$2,500.00
IT Expense	\$4,720.00
Utility Office Expense	\$40,564.00
Miscellaneous Expense	\$500.00
Contribution to General Fund	\$77,184.00
Bad Debt	\$2,000.00
Contingency	\$66,795.00
<b>Total Garbage Fund</b>	<b>\$734,741.00</b>

**Fiscal Year 2021  
ANTICIPATED REVENUE  
Garbage Fund**

Interest Income	2,500.00
Residential Revenue	663,000.00
Penalties	5,000.00
Sale of Yard/Bulk Waste Stickers	2,500.00
Transfer from Reserves	61,741.00
<b>Total Garbage Fund Revenues</b>	<b>734,741.00</b>

**Customer Service Center:**

Overtime	500.00
Information Technology	7,353.00
Salary/Wages	190,034.00
Rent	48,786.00
Printed Materials	6,000.00
Office Supplies	3,000.00
Postage	43,785.00
Maintenance	3,000.00
Information Technology	19,200.00
Lease Expense	8,000.00
Radio R & M	150.00
Schools, Mtgs & Seminars	4,500.00
Phone Service	2,000.00
Legal Expense	3,000.00
Credit Card Bank Fees	18,600.00
Payment Service Network Fees	6,840.00
Online Utility Services	5,160.00
Collection Expense	1,000.00
Soc. Sec. Tax Exp.	11,782.00
IMRF Expense	17,635.00
Insurance Expense-Employee	25,200.00
Medicare Tax Expense	2,756.00
Physicals	500.00
Miscellaneous	500.00
Contingency	42,929.00
<b>Total Customer Service Center</b>	<b><u><u>\$472,210.00</u></u></b>

**Fiscal Year 2021  
ANTICIPATED REVENUE  
Customer Service Center**

Electric Fund Contribution	243,385.00
Water Fund Contribution	60,846.00
Sewer Fund Contribution	60,846.00
Garbage Fund Contribution	40,564.00
Credit Card Convenience Fee	18,600.00
Employee Insurance Reimbursement	5,040.00
Other Financing Sources	42,929.00
<b>Total Customer Service Center Revenues</b>	<b><u><u>\$472,210.00</u></u></b>

**Police/Fire Pension Funds:**

Police Pension	6,000.00
Fire Pension	6,000.00
<b>TOTAL</b>	<b><u><u>\$12,000.00</u></u></b>

**ANTICIPATED REVENUE-POLICE/FIRE PENSIONS:**

Replacement Tax-Police Pension	6,000.00
Replacement Tax-Fire Pension	6,000.00
<b>TOTAL</b>	<b><u><u>\$12,000.00</u></u></b>

**Social Security/Medicare/IMRF:**

Social Security	56,651.00
Medicare	44,832.00
IL Municipal Retirement	79,504.00
Contingency	18,099.00
<b>TOTAL</b>	<b><u><u>\$199,086.00</u></u></b>

**ANTICIPATED REVENUE SOCIAL SECURITY/MEDICARE/IMRF**

Property Taxes	175,987.00
Replacement Taxes	20,000.00
Interest Income	100.00
Transfer from Reserves	2,999.00
<b>TOTAL</b>	<b><u><u>\$199,086.00</u></u></b>

**Drug Fund**

DRUG Fund Expenses	\$10,000.00
Contingency	\$1,000.00
<b>TOTAL</b>	<b><u><u>\$11,000.00</u></u></b>

**ANTICIPATED REVENUE**

DRUG Fund Fines	28,800.00
<b>TOTAL</b>	<b><u><u>\$28,800.00</u></u></b>

**DUI Fund**

DUI Fund Expenses	\$6,500.00
Contingency	\$650.00
<b>TOTAL</b>	<b><u><u>\$7,150.00</u></u></b>

**ANTICIPATED REVENUE**

DUI Fund Fines	4,560.00
Transfer from Reserves	2,590.00
<b>Total</b>	<b><u><u>\$7,150.00</u></u></b>

**Tobacco Grant Fund**

Tobacco Grant Fund Expenses	\$1,386.00
Contingency	\$154.00
<b>Total</b>	<b><u><u>\$1,540.00</u></u></b>

**ANTICIPATED REVENUE**

Tobacco Enforcement Grant	\$1,540.00
<b>Total</b>	<b><u><u>\$1,540.00</u></u></b>

**Safe Passage**

Safe Passage Expenses	500.00
Miscellaneous Expense	4,000.00
<b>TOTAL</b>	<b><u><u>\$4,500.00</u></u></b>

**ANTICIPATED REVENUE**

Miscellaneous	\$4,500.00
<b>Total</b>	<b>\$4,500.00</b>

**Tax Increment Financing**

Downtown TIF Expenses	7,500.00
Bond Payment	148,200.00
Contingency	15,570.00
<b>TOTAL</b>	<b>\$171,270.00</b>

**ANTICIPATED REVENUE**

Downtown TIF Property Taxes	140,000.00
RB&W Memorial Fund	3,000.00
Transfer from Reserves	28,270.00
<b>TOTAL</b>	<b>\$171,270.00</b>

**Workers Comp/General Liability**

Operating Transfer Out	230,000.00
<b>TOTAL</b>	<b>\$230,000.00</b>

**ANTICIPATED REVENUE**

Property Taxes	230,162.00
Interest Income	100.00
<b>TOTAL</b>	<b>\$230,262.00</b>

**Employee Health Insurance**

Health Insurance Expenses	1,260,468.00
Contingency	126,047.00
<b>TOTAL</b>	<b>\$1,386,515.00</b>

**ANTICIPATED REVENUE**

Payroll Transfers-Health Ins	1,249,969.00
Payroll Transfers-Flexible Spending	18,000.00
Interest Income	5,600.00
Transfer from Reserves	112,946.00
<b>TOTAL</b>	<b>\$1,386,515.00</b>

**Demolition Fund**

Office Expense	\$500.00
Mowing/Weed Expense	\$10,000.00
Lien Filing Expense	\$1,000.00
Legal & Professional Expense	\$20,000.00
Miscellaneous Expense	\$1,000.00
Contingency	\$3,250.00
	<b>\$35,750.00</b>

**ANTICIPATED REVENUE**

Interest Income	\$20.00
Sale of Property	\$10,000.00
Weed Lien Payment	\$800.00
Other Financing Sources	\$24,930.00
	<b>\$35,750.00</b>

**INDUSTRIAL DEVELOPMENT**

Printing & Publishing Ordin/Notices	100.00
Contribution to General Fund (Wages)	500.00
Postage & Office Supplies	100.00
Legal & Professional Expense	5,000.00
Miscellaneous Expense	500.00
Contingency	620.00
<b>TOTAL</b>	<b><u><u>\$6,820.00</u></u></b>

**ANTICIPATED REVENUE**

Interest Income	20.00
Lease of Land	850.00
Transfer from Reserves	5,950.00
<b>TOTAL</b>	<b><u><u>\$6,820.00</u></u></b>

**Motor Fuel Tax**

MFT Expenditures	183,846.00
Engineering Expenses	50,000.00
Contingency	8,000.00
<b>TOTAL</b>	<b><u><u>\$241,846.00</u></u></b>

**ANTICIPATED REVENUE**

MFT Allotment	233,846.00
Interest Income	8,000.00
<b>TOTAL</b>	<b><u><u>\$241,846.00</u></u></b>

**TOTAL SPECIAL REVENUE FUNDS** **\$2,307,477.00**

**TOTAL APPROPRIATIONS** **\$33,869,751.00**



SECTION II

That any unexpected balance of any item of any appropriation made by this ordinance may be expended in making up an insufficiency in any other item of appropriation made by this ordinance.

SECTION III

That this ordinance shall be in full force and effect from and after its passage and approval by the Corporate Authorities and shall be published in pamphlet form as provided under the statute of the law.

Passed and approved by the Rock Falls City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

\_\_\_\_\_  
Michelle K. Conklin, Deputy City Clerk

CERTIFICATE OF APPROPRIATION ORDINANCE

IN ACCORDIANCE WITH P.A. 83-881

The undersigned, being the Clerk and Chief Fiscal Officer respectively, of the taxing district hereinafter named, do hereby certify that attached hereto is a true and correct copy of the Appropriation Ordinance No. 2020- of said district for its 2021 fiscal year, adopted \_\_\_\_\_, 2020.

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

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

Dated: \_\_\_\_\_, 2020.

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Michelle K. Conklin, Deputy City Clerk

Seal:

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Kay Abner, Treasurer

PUBLIC HEARING

Notice is hereby given that the City Council of the City of Rock Falls will hold a Public Hearing on Tuesday, July 7, 2020 at 6:30 p.m. in the Council Chambers, 603 W 10th Street, Rock Falls Illinois. The purpose of the hearing is to receive written or oral comments from the citizens regarding the proposed Appropriation Ordinance for the Fiscal Year commencing May 1, 2020 and ending April 30, 2021.

Copies are available in the City Clerk's Office located at 603 W 10<sup>th</sup> Street, Rock Falls Illinois between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

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Michelle K. Conklin  
Deputy City Clerk

**ORDINANCE AMENDING THE ZONING MAP  
OF THE CITY OF ROCK FALLS  
(301-303 E. THIRD STREET, ROCK FALLS, IL 61071)**

**WHEREAS**, there exists certain real property located within the City of Rock Falls (the “City”) at 301-303 E. Third Street, the legal description of which is attached hereto as Exhibit A (the “Property”), which Property is currently zoned as zoning classification R-3 under the City’s zoning ordinances; and

**WHEREAS**, Larry G. McCormick, as owner of the Property, has petitioned the City for the rezoning of the Property from R-3 to MU-1; and

**WHEREAS**, Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/1-1.1 et. seq., (the “Code”) authorizes a municipality to amend its zoning map and the zoning classification of any property located within its boundaries upon a petition for the same, but only after conducting a public hearing on the substance of said petition; and

**WHEREAS**, the Mayor and City Council of the City of Rock Falls (collectively, the “Corporate Authorities”), have referred the petition for the rezoning of the Property to the Planning and Zoning Commission of the City for consideration; and

**WHEREAS**, after due notice, the Planning and Zoning Commission held a public hearing on June 11, 2020, to discuss the re-zoning of the Property; and

**WHEREAS**, the Planning and Zoning Commission have voted to recommend to the City Council the adoption of an ordinance granting the request for re-zoning of the Property from R-3 to MU-1; and

**WHEREAS**, the Corporate Authorities have considered the recommendation of the Planning and Zoning Commission and deem it in the best interests of the City and its residents to adopt the recommendation of the Planning and Zoning Commission and amend the City zoning map to reflect the re-zoning of the property from R-3 to MU-1.

**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:** The petition of Larry G. McCormick for the re-zoning of the Property from zoning classification R-3 to MU-1 is hereby granted, and the zoning classification of the Property is changed from R-3 to MU-1.

**SECTION 3:** The zoning map of the City of Rock Falls is hereby amended to reflect the zoning classification change for the Property.

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

**SECTION 5:** 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 6:** The City Clerk is directed to publish this Ordinance in pamphlet form.

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

Passed by the Mayor and the City Council of the City of Rock Falls on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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Exhibit A

Parcel 1:

Part of Lots 7 and 14 in Block "B" of Woodworth's Subdivision, City of Rock Falls, Whiteside County, Illinois, described as follows: Beginning at the Southwest corner of said Lot 7 in Woodworth Subdivision; thence North 0 degrees 13 minutes 01 seconds East, a distance of 214.01 feet on the West line of said Lot 7 and said Lot 14; thence North 89 degrees 36 minutes 57 seconds East, a distance of 118.40 feet to the Northerly extension of the East line of said Lot 7; thence South 0 degrees 13 minutes 57 seconds East, a distance of 214.00 feet on said East line, to the Southeast corner thereof; thence South 89 degrees 36 minutes 58 seconds West, a distance of 120.08 feet on the South line of said Lot 7, to the Point of Beginning.

Parcel 2:

Part of Lot 6 and 14 in Block "B" of Woodworth's Subdivision, City of Rock Falls, Whiteside County, Illinois, described as follows: Beginning at the Southeast corner of said Lot 6 in Woodworth Subdivision; thence South 89 degrees 36 minutes 58 seconds West, a distance of 95.05 feet on the South line of said Lot 6, to the Southwest corner thereof; thence North 0 degrees 13 minutes 57 seconds West, a distance of 214.00 feet on the West line of said Lot 6 and the Northerly extension thereof; thence North 89 degrees 36 minutes 57 seconds East, a distance of 17.95 feet to the Southerly extension of the West line of the vacated alley in said Block "B"; thence North 0 degrees 37 minutes 38 seconds West, a distance of 75.81 feet on said North line of Lot 14, to the Northeast corner thereof; thence South 0 degrees 35 minutes 14 seconds east, a distance of 264.00 feet on the East line of said Lot 14 and said Lot 6, to the Point of Beginning.

PIN: 11-27-152-025

CITY OF ROCK FALLS

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**ORDINANCE NO.** \_\_\_\_\_

**ORDINANCE AMENDING THE ZONING MAP  
OF THE CITY OF ROCK FALLS  
(301-303 E. THIRD STREET, ROCK FALLS, IL 61071)**

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

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**ORDINANCE AMENDING THE ZONING MAP  
OF THE CITY OF ROCK FALLS  
(606 EMMONS AVENUE, ROCK FALLS, IL 61071)**

**WHEREAS**, there exists certain real property located within the City of Rock Falls (the “City”) at 606 Emmons Avenue, the legal description of which is attached hereto as Exhibit A (the “Property”), which Property is currently zoned as zoning classification B-1 under the City’s zoning ordinances; and

**WHEREAS**, Liberty Baptist Church, as owner of the Property, has petitioned the City for the rezoning of the Property from B-1 to R-2; and

**WHEREAS**, Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/1-1.1 et. seq., (the “Code”) authorizes a municipality to amend its zoning map and the zoning classification of any property located within its boundaries upon a petition for the same, but only after conducting a public hearing on the substance of said petition; and

**WHEREAS**, the Mayor and City Council of the City of Rock Falls (collectively, the “Corporate Authorities”), have referred the petition for the rezoning of the Property to the Planning and Zoning Commission of the City for consideration; and

**WHEREAS**, after due notice, the Planning and Zoning Commission held a public hearing on November 14, 2019, to discuss the re-zoning of the Property; and

**WHEREAS**, the Planning and Zoning Commission have voted to recommend to the City Council the adoption of an ordinance granting the request for re-zoning of the Property from B-1 to R-2; and

**WHEREAS**, the Corporate Authorities have considered the recommendation of the Planning and Zoning Commission and deem it in the best interests of the City and its residents to adopt the recommendation of the Planning and Zoning Commission and amend the City zoning map to reflect the re-zoning of the property from B-1 to R-2.

**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:** The petition of Liberty Baptist Church for the re-zoning of the Property from zoning classification B-1 to R-2 is hereby granted, and the zoning classification of the Property is changed from B-1 to R-2.

**SECTION 3:** The zoning map of the City of Rock Falls is hereby amended to reflect the zoning classification change for the Property.



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

**SECTION 5:** 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 6:** The City Clerk is directed to publish this Ordinance in pamphlet form.

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

Passed by the Mayor and the City Council of the City of Rock Falls on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

NAY

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Exhibit A

A part of Lot 12 in the Southwest Quarter of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter, all in Section 27, Township 21 North, Range 7 East of the 4<sup>th</sup> P.M., in Whiteside County, Illinois, as shown by plat in Recorder's Office in Book 4 of Plats, page 18, and described as follows:

Beginning at the Southeast corner of the said Southwest Quarter of the Northeast Quarter; thence Northerly on the East line of said Lot 12, 198 feet; thence Westerly parallel to the South line of the said Southwest Quarter of the Northeast Quarter, 198 feet to the West line of said Lot 12; thence Southerly on the said West line of Lot 12, 198 feet to the said South line of the Southwest Quarter of the Northeast Quarter; thence Easterly on the said South line, 198 feet to the point of beginning.

Also, beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 27, Township and Range aforesaid; thence Westerly on the North line of said Southeast Quarter, 198 feet to the West line of said Lot 12; thence South on the said West line, 90 links to the North side of the State Road from Rock Island to Dixon; thence South 65 degrees 15 minutes East, 3.26 chains to the East line of said Lot 12; thence north on the said East line, 2.18 chains to the place of beginning.

CITY OF ROCK FALLS

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ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING THE ZONING MAP  
OF THE CITY OF ROCK FALLS  
(606 EMMONS AVENUE, ROCK FALLS, IL 61071)**

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

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**ORDINANCE AMENDING CHAPTER 26, ARTICLE VII  
OF THE ROCK FALLS MUNICIPAL CODE  
RELATING TO CONSTRUCTION OF UTILITIES IN THE RIGHT-OF-WAY**

**WHEREAS**, the City of Rock Falls (the “City”) currently regulates the construction of certain utilities within the City that are placed along and within the public right-of-way; and

**WHEREAS**, to promote the effective and efficient management of granting permits for the construction of said utilities along and within the public right-of-way, the City desires to amend its ordinances with respect to the same; and

**WHEREAS**, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City find it in the best interests of the City and its residents to amend the provisions of Chapter 26, Article VII of the Rock Falls Municipal Code relating to the construction of utilities in the public right-of-way, all as more specifically set forth herein.

**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 recitals contained in 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:** Chapter 26, Article VII, Section 26-234(c), as amended, is further amended to read as follows:

**“Sec. 26-234. – Effect of permit.**

...

- (c) *Pre-construction meeting required.* No construction shall begin pursuant to a permit issued under this article prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the city, with such city representatives and representatives of owners of facilities that may be affected by the construction in attendance as the city deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.

A pre-construction meeting must be held no less than thirty (30) business days prior to the planned construction.”

**SECTION 3:** Chapter 26, Article VII, Section 26-243(a)(1), as amended, is further amended to read as follows:

**“Sec. 26-243. – Location of facilities.**

(a) ...

- (1) *No interference with city facilities.* No utility facilities shall be placed in any location if the building official determines that the proposed location will require the relocation or displacement of any of the city's utility facilities or will otherwise interfere with the operation or maintenance of any of the city's utility facilities. Notwithstanding the foregoing, all utility facilities must maintain a minimum distance of three feet (3') horizontally and vertically from any existing city utility facilities, including but not limited to city water mains, stop boxes, water lines, sewer mains, sewer laterals, storm sewers, clean-outs, electric lines and fiber optic cable. Any issues arising from compliance with this subsection (a)(1) shall be brought to the applicable city utility department supervisor.”

**SECTION 4:** Chapter 26, Article VII, Section 26-244(a)(3), as amended, is further amended to read as follows:

**“Sec. 26-244. – Construction methods and materials.**

(a) *Standards and requirements for particular types of construction methods.*

...

(3) *Backfilling.*

- a. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials meeting the requirements of section 32-208. When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used. In addition to the foregoing, backfilling of city streets and sidewalks, and restoration of areas behind the curb or edge of the road shall comply in all respects with the provisions contained in sections 26-52, 26-53, 26-54 and 26-55. Soiled areas shall be backfilled with wet sand for compaction purposes and

seeded as required. No road rock will be used for backfilling around any existing utilities.”

**SECTION 5:** Chapter 26, Article VII, Section 26-244, as amended, is further amended by the addition of a new subsection (f) entitled “*J.U.L.I.E. tolerance zone*” to read as follows:

**“Sec. 26-244. – Construction methods and materials.**

...

- (f) *J.U.L.I.E. tolerance zone.* Any excavation for the construction of underground facilities shall be pot holed when within the “tolerance zone” as designated by J.U.L.I.E. A representative of the city will verify pot holing, when appropriate, prior to excavation in any area of concern to the city.”

**SECTION 6:** Chapter 26, Article VII, Section 26-247, as amended, is further amended to read as follows:

**“Sec. 26-247. – Cleanup and restoration.**

The utility shall remove all excess material and restore all turf and terrain and other property within ten days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the city. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the building official. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. Any damage made to water lines servicing private property shall be repaired by a state licensed plumber or licensed contractor in accordance with the state plumbing code. The time period provided in this section may be extended by the building official for good cause shown.

**SECTION 7:** In all other respects, Chapter 26 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

**SECTION 8:** 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 9:** 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 10:** The City Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 11:** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Mayor

ATTEST:

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City Clerk

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CITY OF ROCK FALLS

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**ORDINANCE NO.** \_\_\_\_\_

**ORDINANCE AMENDING CHAPTER 26, ARTICLE VII  
OF THE ROCK FALLS MUNICIPAL CODE  
RELATING TO CONSTRUCTION OF UTILITIES IN THE RIGHT-OF-WAY**

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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ORDINANCE NO. 2020-2487

WHEREAS, the City of Rock Falls Police Department owns, and has utilized previously the following miscellaneous equipment:

3 roof-mounted LED lightbars from 2012 F-150 and 2014 Ford Explorer  
2 push bars for 2014 Ford Explorer  
3 center mount equipment consoles for 2014 Ford Explorer (2) and 2012 Ford F-150 (1)  
2 prisoner partitions and moulded seats for 2014 Ford Explorer  
3 sets of metal window protectors  
1 prisoner divider for 2012 F-150  
Miscellaneous mounting brackets and hardware for above items

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

1. Pursuant to the provisions of 65 ILCS 5/11-76-4, the Mayor and Deputy City Clerk are authorized and directed to sell or dispose of on behalf of the City of Rock Falls, the afore mentioned equipment.
2. The Mayor and Deputy City Clerk are authorized and directed to execute all documents necessary in order to complete the sale or disposal of the equipment as authorized herein.

Section 1. 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 2. All prior ordinances in conflict herewith are hereby repealed.

Section 3. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 3. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

\_\_\_\_\_  
Michelle K. Conklin, Deputy City Clerk

**RESOLUTION NO. 2020 - 849**

**A RESOLUTION AUTHORIZING ENGAGEMENT OF WARD, MURRAY, PACE & JOHNSON P.C., IN THEIR CAPACITY AS CITY ATTORNEYS, FOR THE PURPOSE OF INTERVENING AND PROTESTING THE PROPERTY TAX APPEAL FILED BY WALGREENS**

**WHEREAS**, RT-30-40-Rock LLC d/b/a Walgreens operates a retail store, inclusive of a pharmacy (the “Property”), located within the City of Rock Falls (the “City”) at 1700 1<sup>st</sup> Avenue, said Property being along the intersection of Route 30 and Route 40with PIN # 11-33-429-008; and

**WHEREAS**, in 2019, Walgreens filed a protest to the proposed equalized assessed valuation of the Property for tax purposes with the Whiteside County Board of Review; and

**WHEREAS**, in response to the protest, the Whiteside County Board of Review made a decision on the proposed equalized assessed valuation of the Property, which decision was unacceptable to Walgreens; and

**WHEREAS**, Walgreens has appealed the decision of the Whiteside County Board of Review to the Illinois Property Tax Appeal Board (PTAB); and

**WHEREAS**; on or about June 24, 2020, the Whiteside County Board of Review mailed notice of the PTAB filing by Walgreens to the City and noted that the appeal sought a reduction of greater than one hundred thousand dollars (\$100,000) to the equalized assessed valuation of the Property, and further informed the City that a right to intervene and protest the same existed; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City that Ward, Murray, Pace, & Johnson PC, as the City Attorneys, be authorized to file the necessary documents to intervene in the appeal filed by Walgreens at PTAB and submit evidence and argument in opposition.

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

**SECTION 1:** The statements contained in the preamble paragraphs to this Resolution are declared true and accurate and are incorporated herein.

**SECTION 2:** The City does hereby engage Ward, Murray, Pace, & Johnson P.C., as the City Attorneys, for the purpose of intervening in the pending property tax appeal filed by Walgreens. The engagement is with full authorization to take such action as necessary or desired to intervene, protest, and present evidence in objection to the appeal by Walgreens.

**SECTION 3:** This resolution shall be in full force and effect from and after its passage and approval and publication as required by law.

This resolution read and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Mayor

ATTEST:

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City Clerk

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CITY OF ROCK FALLS

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

**RESOLUTION AUTHORIZING ENGAGEMENT OF WARD, MURRAY, PACE &  
JOHNSON P.C., IN THEIR CAPACITY AS CITY ATTORNEYS, FOR THE PURPOSE  
OF INTERVENING AND PROTESTING THE PROPERTY TAX APPEAL FILED BY  
WALGREENS**

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

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WRITE OFFS JANUARY 2020 - MARCH 2020

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<b><u>BANKRUPTCY</u></b>													
<b><u>TOTAL</u></b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>DECEASED</u></b>													
KAHLER, PHILLIP	27-01980-12	11.28	7.91		1.85		0.76		0.59		0.17		11.28
MONTANEZ, JOSE	9-00120-08	51.94	19.50		18.59		7.59		5.94		0.32		51.94
POTTS, CHARLES	24-00960-04	171.07			129.27	4.20	37.01	0.59					171.07
SMITH, BARB	20-00400-00	171.89	151.66		24.71		10.08		17.16		3.07		171.89
STAPLES, LARRY	10-01160-10	116.04	79.32		377.10	15.19	107.98	2.14			1.93		116.04
WAGNER, ROBERT & LINDA	9-00180-00	502.41											502.41
<b><u>TOTAL</u></b>		<b>1,024.63</b>	<b>258.39</b>	<b>0.00</b>	<b>551.52</b>	<b>19.39</b>	<b>163.42</b>	<b>2.73</b>	<b>23.69</b>	<b>0.00</b>	<b>5.49</b>	<b>0.00</b>	<b>1,024.63</b>
<b><u>SPECIAL CIRCUMSTANCE</u></b>													
CHECKERS	26-00840-11	508.42			381.70	15.28	109.29	2.15					508.42
GLOBAL PREMIER ASSET MGT	21-00870-02	136.64			103.15	3.47	29.53	0.49					136.64
HAYDEN, NELLIE	5-00360-00	355.72			266.07		89.65						355.72
HAYDEN, NELLIE	5-00360-01	516.71			410.13		106.58						516.71
HAYDEN, NELLIE	5-00360-02	488.49			380.32		108.17						488.49
INNOTION ENTERPRISES INC	44-00870-09	42.67			32.81	1.24	8.50	0.12					42.67
NRZ REO VI-B LLC	9-00400-02	56.79			43.05	1.24	12.32	0.18					56.79
POTTS, CHARLES	24-00960-01	491.95			361.89	9.44	118.05	2.57					491.95
POTTS, CHARLES	24-00960-02	538.28			412.22	17.32	107.12	1.62					538.28
POTTS, CHARLES	24-00960-03	494.32			371.79	14.08	106.47	1.98					494.32
<b><u>TOTAL</u></b>		<b>3,629.99</b>	<b>0.00</b>	<b>0.00</b>	<b>2,763.13</b>	<b>62.07</b>	<b>795.68</b>	<b>9.11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,629.99</b>
<b><u>AGED OUT</u></b>													
ADAMS, ROBERT	43-01450-05	15.63	10.10	0.38	3.29	0.17	1.34	0.06			0.29		15.63
BANDA, JANIS	16-00200-03	320.51	133.01	8.10	92.14	5.40	47.51	2.54	19.93	0.40	3.53	7.95	320.51
BEASLEY, ABBEY	12-01690-03	175.02	162.29	8.35							4.38		175.02
BELLOWS, CHESSICA	8-00840-22	201.63	103.93	4.91	47.25	3.36	22.15	1.54	14.67	0.91	2.91		201.63
BURKITT, JODI	7-00050-03	78.19	12.71	0.29	29.51	6.91	17.85	4.97	5.26	0.39	0.30		78.19
CROWDEN, KATHY	22-01060-13	55.43	53.87								1.56		55.43
GEIGER, PATRICIA	30-00440-10	287.44	105.85	3.64	94.95	3.30	57.94	1.92	16.42	0.56	2.86		287.44
GIBBONS, ADDISON	44-00630-16	268.73	130.50	7.42	85.69	4.02	36.38	1.33			3.39		268.73
GONZALEZ JR, ROYAL	43-01460-05	419.31	259.95	16.78	89.92	4.99	38.79	1.74			7.14		419.31

WRITE OFFS JANUARY 2020 - MARCH 2020

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
JOHNSON, FRANK	15-01140-20	150.53	57.24	0.83	50.44	0.84	20.45	0.26	18.73	0.33	1.41		150.53
LUEVANO, RUDOLFO	30-01920-09	457.94	230.33		130.58		47.40		43.41		6.22		457.94
MARQUEZ, HEIDI RAE	43-01350-08	347.79	217.78	8.36	73.90	3.60	36.63	1.43			6.09		347.79
MARTIN, CHAD	8-00580-14	154.00	61.66	2.70	47.58	1.91	20.29	0.68	16.71	0.67	1.80		154.00
MENDOZA, LINDA	12-01860-00	85.52	80.24	4.38							0.90		85.52
NAPOLITANO, JENNIFER	13-00480-13	57.87	37.67		10.78		4.38		4.00		1.04		57.87
PERRIS, ERIC	29-00190-01	168.83	86.60	6.83	38.44	2.65	19.94	1.27	10.04	0.67	2.39		168.83
POWELL, BRANDON	21-00980-18	97.89	92.15	3.04							2.70		97.89
PYRON, KATHERINE	13-01920-01	360.20	338.34	11.75							10.11		360.20
QUIMBY, JESSIE	24-00320-06	981.45	833.68		69.62		53.92				24.23		981.45
RAMIREZ, SANDY	16-00440-13	582.79	393.06	8.99	106.59	3.38	57.93	1.56			11.28		582.79
RANZ, ELYSE	21-00280-10	78.20	42.33	0.41	18.99	0.29	8.26	0.13	6.52	0.09	1.18		78.20
RICHARDS, DAVID	16-00670-33	615.27	423.40	21.18	107.69	4.24	45.46	1.49			11.81		615.27
ROBNETT, CODY	18-00380-14	62.69	30.60		21.52		8.74				1.83		62.69
SOSA, BERNICE	27-01090-07	261.46	102.86		87.70		37.20		31.00		2.70		261.46
TERRY, KARL	27-00740-08	475.44	236.62		130.90		53.65		48.04		6.23		475.44
ULLRICH, JUSTIN	29-01260-06	9.36	9.12								0.24		9.36
WILLIAMS, KENNETH	18-00120-10	51.69	20.88		21.02		8.53				1.26		51.69
<b>TOTAL</b>		<b>6,820.81</b>	<b>4,266.77</b>	<b>118.34</b>	<b>1,358.50</b>	<b>45.06</b>	<b>644.74</b>	<b>20.92</b>	<b>234.73</b>	<b>4.02</b>	<b>119.78</b>	<b>7.95</b>	<b>6,820.81</b>
<b>GRAND TOTAL</b>		<b>11,475.43</b>	<b>4,525.16</b>	<b>118.34</b>	<b>4,673.15</b>	<b>126.52</b>	<b>1,603.84</b>	<b>32.76</b>	<b>258.42</b>	<b>4.02</b>	<b>125.27</b>	<b>7.95</b>	<b>11,475.43</b>
													<b>11,475.43</b>

## AGREEMENT FOR COMMUNITY BUILDING RESPONSIBILITY

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the CITY OF ROCK FALLS, ILLINOIS, ("City") of 603 West 10<sup>th</sup> Street, Rock Falls, Illinois, and the ROCK FALLS CHAMBER OF COMMERCE, a not-for-profit corporation ("Chamber") of 601 West 10<sup>th</sup> Street, Rock Falls, Illinois and is made in consideration of the mutual promises and conditions contained in this agreement, as follows:

City is the title holder to the Rock Falls Community Building located at 601 West 10<sup>th</sup> Street, Rock Falls, Illinois, and desires that the Chamber be vested with authority to operate and control the day to day usage, including rental, of the community building. The Chamber is willing to undertake said operation and control, and beginning October 1, 2008, operation, maintenance, control and oversight of the community building shall be conducted by the Chamber.

The Chamber shall establish reasonable rules and regulations governing the operation and rental of the building. Those rules and regulations will be presented to the Public Property Committee for review and final approval of the rules and regulation shall be made the City Council. The Chamber shall be responsible for designating supervisory and maintenance personnel or services necessary to maintain and clean the building.

The Chamber shall establish a schedule of rents for use of the building by agencies, individuals and organizations, and shall be responsible for obtaining agreements from those persons renting the building. In the rental of the building, all agreements executed by renters shall provide that the renter indemnifies and holds the Chamber and the City harmless from any and all claims of damage to property or injury to persons made or asserted by any person coming upon or using the building as the result of such rental, or arising from or as the result of any activities conducted in the building by the renter or invitees of the renter. The Chamber may ~~require~~, at its discretion, require that renters obtain public liability insurance to govern and provide the means of indemnity required by this paragraph.

Notwithstanding any other provision of this agreement or of any requirement imposed upon the building by the Chamber, the City retains the right to use the building, when otherwise available, without payment of rent.

The Chamber shall be entitled to retain all monies collected and received from the rental of the building, and it is agreed that such amounts shall be in consideration of the effort and expense which may be incurred by the Chamber from time to time in providing the oversight of the building. The Chamber shall also be responsible for establishing the rental fee schedule and for establishing policies concerning the use of the community building by any renter. The rental fee schedule shall be presented to the Public Property Committee for review and final approval of the rental fee schedule shall be made by the City Council. Any such policy adopted by the Chamber shall include a requirement that alcoholic beverages shall not be sold, given, consumed or used within the building. The Chamber shall also establish Rental Policies, see Exhibit A. If any major changes are

made to the Rental Policies, the amendment shall be presented to the Public Property Committee for review and; final approval of the policy shall be made by the City Council.

The Chamber shall be responsible for routine maintenance and repair of components of the building, and the rental collected from the use of the building shall be the source of funds for any expense incurred for that purpose. The Chamber shall be responsible for maintaining a reasonable level of cleanliness and hygiene in the building and in the food preparation areas of the building so that the building will comply with requirements of the health department of Whiteside County. The City shall have the right to inspect the building to determine maintenance or repair needs. In addition, the Chamber shall be responsible for all garbage, refuse and waste disposal; for maintenance and repair of the kitchen equipment; for daily janitorial and maintenance of the interior of the building and for the aesthetic appearance of the interior of the building.

The Chamber Community Building Fund shall be responsible for repair of any and all damage to the building's physical structure or any component, mechanical or aesthetic to the inside ~~or outside~~ of the building caused by renters. The Chamber in the course of completing rental applications, shall cause to be on file, a credit or debit card number, or \$300.00 cash from each renter for the purpose of paying for any damage over and above the deposit amount. See Exhibit ~~B~~ A. If the Chamber cannot identify the specific renter who caused or allowed the damage to occur, the Chamber shall ~~be wholly responsible for use the Chamber Community Building Fund to cover~~ all costs of repair or replacement.

Notwithstanding the obligation of Chamber to maintain and repair the building, the City shall be responsible for maintenance, modification, and repair to the physical structure of the building, and for the aesthetic appearance of the outside of the building. The City shall also be responsible for the electrical system, (excluding lightbulbs), the plumbing hard piping system, (excluding faucet, urinal and toilet valves), and the complete heating and cooling system, ~~however~~ However, the Chamber must maintain all filters and bi-annual system inspection and service by a licensed and qualified heating and cooling contractor. A schedule of maintenance responsibilities is attached as Exhibit B. The Chamber shall request any necessary repairs or maintenance by the City using a Work Request form which is attached ~~hereto~~ as Exhibit ~~B~~ C.

Chamber shall have no authority or ability to let or enter into any contract for the modification or repair of the physical structure of the building; for changing or modifying the aesthetic appearance of the outside of the building; nor for modifying, replacing, extending, removing, reconstructing or repairing any of the major components or systems of the building, including the electrical system, plumbing, heating, air condition and ventilating systems or other major component parts of the building. The City shall provide utilities, and bear the cost for utilities and services provided to the building, including electrical, natural gas, water, trash, and sewer fees. City shall also maintain property and casualty insurance upon the building at its cost and expense.



7. The City and Chamber shall negotiate any responsibility for major repair or replacement expenditures to the building which may not clearly fall under the realm of either as assigned by this agreement.

The City will be responsible for removal of snow and spreading of de-icing salt on the sidewalks and back parking/entrance for all snow events in excess of 2 inches. Any snow removal or de-icing salt spreading during snow events less than 2 inches outside of the normal business hours of City Hall are the responsibility of the Chamber.

As additional consideration for the assumption of responsibility for operation and rental of the building, the Chamber shall be entitled to maintain office space within the building without payment of rental. Chamber shall be responsible for providing its own property and casualty insurance upon the person, property, and belongings of the Chamber which may be located within the building.

The Chamber shall maintain a Community Building bank account for all funds received and expended for the Community Building. The account shall require two (2) signors on all checks or fund transfers and one of the signors must be a Rock Falls Chamber Board Member. Chamber shall provide to the City an monthly-activity and finance report within thirty (30) days following the end of each month quarter, and ~~the~~ The report shall include a list of all those persons who shall have rented the facility during the preceding month quarter; the amount of rental received therefor; the amount of any payment for any repairs, maintenance, custodial or other services provided by the Chamber to the building; and a report for any requests of expenditures to be made by the City. The report shall be provided to the City Administrator and reviewed by the Finance Committee monthlyquarterly. A sample quarterly report is attached as Exhibit D.

This agreement may be terminated by either of the parties by written notification to the other at least ninety (90) days in advance of the effective date of termination.

# ROCK FALLS COMMUNITY BUILDING QUARTERLY REPORT

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

Submitted to: \_\_\_\_\_ ( ) Email \_\_\_\_\_

\_\_\_\_\_ ( ) Hard Copy

## Summary Notes:

In the third quarter, the Community Building experienced a significant drop in rentals due to the construction project. Regular renters reported excitement about the repairs and had no complaints. Weekend party renters said that using one bathroom was an inconvenience, but most were fine. We made easily distinguishable signs for the restroom and posted a sign to "knock first" as renters raised concerns about gender use in the bathrooms. All renters were contacted immediately and received notification regarding the repairs. All booked rentals and future rental received a \$25 discount for the inconvenience. The goal was to help drive in new rentals.

In order to compensate for the lack of renters, as the building was reviewed, we felt it was not necessary to have the auditorium floor mopped weekly in the month of September. This saved time and money, but did not effect rentals.

One of the year's biggest rentals was canceled, the Rotary Corn Boil, due a lack of corn crop.

Bethany has been helping the construction crews find things they need in the building like, breakers/breaker boxes, water connections, keys, and occasionally small supplies that they may need. The crews are very friendly and work extremely hard. Some have even pointed out helpful notes for future maintenance.

An unusual number of early rentals came in for 2020. Weddings, graduation parties, and community events. People are excited about the bathroom renovations and looking forward to seeing them completed.

The Chamber staff sent a letter to the Youth Center regarding re-organization and a clean up project in their storage room.

# of Rentals: \_\_\_\_\_

## Maintenance Completed (Beyond Regular Cleaning Lists)

- Thermostats set to summer settings in July to keep up with high heat.
- Exterminator

## Repairs Made:

- 
- 

## Maintenance Requests Completed:

- 
- 

## Outstanding Maintenance Requests:

- Drinking Fountain / Submitted: December 2018
- Men's Bathroom Heating & A/C Unit / Submitted: August 2019

## Janitorial Key Holders

- Cindy Valdivia
- Delon Bland

Rock Falls Chamber of Commerce  
RFCB Summary Report  
August 2019

Accrual Basis

	<u>Aug 19</u>
Ordinary Income/Expense	
Income	
RFCB Rentals	2,345.00
Total Income	<u>2,345.00</u>
Gross Profit	2,345.00
Expense	
RFCB Deposit	500.00
RFCB Janitor	280.00
RFCB Maintenance	865.00
RFCB Repairs /Improvements	199.90
RFCB Supplies	97.61
Total Expense	<u>1,922.51</u>
Net Ordinary Income	<u>422.49</u>
Net Income	<u><u>422.49</u></u>

	A	B	C	D	E
1	<b>Rock Falls Community Building Renter's Report</b>				
2	September-19				
3	<b><u>Renter's Name</u></b>	<b><u>Rental Date</u></b>	<b><u>Rental Fee</u></b>	<b><u>Deposit Returned</u></b>	<b><u>Notes</u></b>
4	Patros, Elias	09/07/19	\$ 175.00	07/18/19	cancelled
5	Deblielk, Rhonda	09/14/19	\$ 175.00	08/22/19	cancelled due to construction
6	Paulson, Tammy	09/21/19	\$ 200.00	09/24/19	
7	Juarez, Nancy	09/28/19	\$ 175.00	10/01/19	
8	Diaz, Aurora	09/28/19	\$ 225.00	08/13/19	cancelled due to construction
9	Truax, Bree	09/29/19	\$ 175.00	08/22/19	cancelled due to construction
10	Sauk Valley Dog Builder	September	\$ 140.00	N/A	
11	Barbershoppers	September	\$ 110.00		

# Community Building Rental Packet

- Page #1 - Triplicate Contract (yellow/pink for renter's receipts) – completed with renter's first visit
- Pages 2&3 - Rental Policy / Rental Rules Agreement – completed with renter's first visit
- Page 4 - Renter's Checklist (Cleaning) – given during the walk through for the building / final visit
- See staff training packet / rental check list



*Rental Contract*

Rental Date: _____
Key # _____

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

Organization: \_\_\_\_\_

Hours of Rental: \_\_\_\_\_

Brant Room      Auditorium      Kitchen      PA

Public Event?     Yes     No

Purpose of Event:

Meeting      Reception      Party      Civic

Other: \_\_\_\_\_

Rental Fee	\$	_____
Extras	\$	_____
Deposit	\$	_____
Total Due	\$	_____
Deposit Received	\$	_____ Pd Date _____
Balance Due	\$	_____ Pd Date _____

The renter agrees to the pricing and dates set within this contract. The renter is responsible for any damages occurring during and as a result of his/her rental. No alcohol shall be in the Rock Falls Community Building. The renter also agrees to the Rules & Regulations of the Rock Falls Community Building. I authorize my credit card to be charged for any damages made above and beyond the deposit.

Cc Info:  
MC or Visa# \_\_\_\_\_ exp \_\_\_\_\_ 3 digit code \_\_\_\_\_

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

Return Deposit To: \_\_\_\_\_

Street: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_



Property Of The City Of Rock Falls · Managed By Rock Falls Chamber

601 W. 10<sup>th</sup> Street – Rock Falls, IL 61071  
(815) 625-4500 - [www.rockfallschamber.com/rfcb](http://www.rockfallschamber.com/rfcb)

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# RENTAL POLICIES

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## Anyone who uses the building

- Will be responsible for their guests.
- Will be responsible for leaving it clean.
- Will be responsible for damages occurring during their rental.
- Will be limited to using the rooms/areas agreed upon.
- Will use the building only during the times agreed upon.
- Will report the type of activity they will be doing in advance, including bounce houses.
- Will not allow alcohol in the building.
- Will leave the building locked and secure following rental.
- Will not receive their deposit back and may be charged additional fees if they do not comply with the above policies in addition to the agreements they signed.
- Understands that the building is under video surveillance for the purpose of ensuring improper use or damages are prevented or charged appropriately.

## Youth Dances

- Will be obligated to all of the above policies.
- Chaperones are required to be in attendance at a rate of 1 per 50 attendees.
- A notice will be sent to the Rock Falls Police Department in advance of your event.
- The RF Police Department will walk through the building multiple times during your event, in order to provide safety support to your chaperones.
- If at any time a fight occurs, or damage occurs in the building, you are required to report it to the Rock Falls Police Department and the Community Building within 24 hours.
- Renter will not receive their deposit back and may be charged additional fees if they do not comply with the above policies in addition to the agreements they signed.

## Food Events

- Will be obligated to all of the above policies.
- Renters will be responsible for meeting the guidelines of the Whiteside County Health Department, including permits.
- Renters will be responsible for ensuring surfaces, utensils, and cookware are clean prior to use and after use.
- Renter will not receive their deposit back and may be charged additional fees if they do not comply with the above policies in addition to the agreements they signed.

***The Rock Falls Community Building and its managers reserve the right to refuse rental to any renter who has not complied with policies or for any other reason at any time. The RFCB & its managers reserve the right to change policies as needed at any time with notice provided to the renter.***

<i>General Use</i>	
<b>No Alcoholic Beverages</b>	<b>Cleaning:</b> Please leave the building as you found it, including returning tables & chairs, trash, floors, clean used counters, check bathrooms, returning borrowed items, etc. All cleaning must be done before the renter leaves the building, during their scheduled rental time. Cleaning supplies are available in the Supply Cabinet (Aud) or Under the Sink (Brant)
Exits may not be blocked in any way	
No thumbtacks or nails. Renter is responsible for any paint repairs required from decorations.	
<b>Floors</b> – Dust mop (Aud) after use & spot mop (Aud/Brant) as needed. It is suggested that rentals with more than 200 in attendance should mop the floors.	
Turn off lights & lock outside doors when leaving.	
Take trash to dumpsters behind building.	<b>DO NOT ADJUST HEATING/COOLING UNITS. UNITS HAVE A DUAL CONTROL. ADJUSTING ONE &amp; NOT THE OTHER CAN CAUSE DAMAGES AT THE RENTER'S EXPENSE.</b>
The building is under video surveillance for the purpose of ensuring improper use or damages are prevented or charged appropriately.	
<i>Kitchen Use</i>	
<b>No Deep Frying</b>	<b>Cleaning:</b> Trash must be taken out before leaving and placed in dumpsters behind building. All surfaces should be wiped clean and items should be returned to proper places.
All items rented (dishes, utensils, stove, refrigerator, counter tops) must be cleaned and returned properly to their pre-rental condition.	
<i>Restroom Use</i>	
Before leaving, please be sure toilets have been flushed & trash has been removed.	
<i>Miscellaneous Notes:</i>	
<b>THE RENTER MAY ONLY OCCUPY THE BUILDING DURING THE HOURS HE/SHE HAS RENTED. NO ADDITIONAL TIME MAY BE USED FOR SETTING UP, OR CLEANING UP.</b>	
Renters need to be mindful of handicap access points and ensure those locations are not blocked by vehicles or equipment while unloading. Auditorium renters should plan to unload at the backdoor of the building on the kitchen side.	
Renter's deposit of \$50 may not be refunded if the building is not left in satisfactory condition following renter's use. Additional charges may be applied to the credit card on file if damages or cleaning costs exceed the deposit received. Deposit will not be returned if the building keys are not returned. Deposit will be forfeited for cancellations not called in within a minimum of four weeks prior to the rental, or within 5 days of reservation date. Renters must be 18 years of age to rent the building. If you notice a problem with the building BEFORE your rental, call the building line at (815) 625-4500 and leave a message with details of the problem. The time of your call will be recorded and addressed the next business day. For emergencies, Emergency Contact Sheets are posted by the door of the building. Please refer to these sheets for any questions about your rental.	
Only use the rooms you have rented. If use of other rooms occurs, deposit will not be refunded and additional fees may be charged.	
<b>Renter's deposit will be returned no more than 21 days after rental, pending building condition is approved, complete payment has been received, and keys have been returned.</b>	

I have read, understand, and agree to follow the above rules set forth for renting the Rock Falls Community Building rooms and property. I agree to the policies of the Rock Falls Community Building on the reverse of this sheet and posted on the RF Chamber Office window. I agree to indemnify and hold harmless the Rock Falls Chamber of Commerce, the City of Rock Falls, and all related or partnering entities harmless from any claims made by any person using the facility or from activities conducted in the facility by the renter.

Signed: \_\_\_\_\_

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

Rental Approved By: \_\_\_\_\_

# Renter's Checklist

Use this checklist to ensure that you receive your deposit after your event.

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- Use only the rooms you have rented.** Additional use may cause conflicts with other renters.
- Do not allow others to use the building** without being present. You are responsible for any damages or cleaning issues caused by your guests at any time.
- Return tables and chairs** to racks and return racks to storage space. Keep plastic tables on carts separate from wooden tables.
- Remove all personal items** from rooms, stage, and kitchen.
- Wipe down tables** and counter tops as needed.
- Dust mop auditorium after rental.** Clean up items on the floor, like confetti. Spot mop for any drink or food spills.
- Check bathrooms** for items, trash, flushed toilets, and messes.
- Remove all trash** from the building. Dumpsters are located behind the building.
- Turn off the lights,** leaving the lobby lights on.
- Lock front doors & kitchen.** Check that they are secure & that they are locked in place.
- Return key to Key Drop Box** located on the shelf to the left of the Chamber Office Door.
- Report any messes or building problems when you arrive.** Take photos if you can and call the office phone number to leave a date and time voicemail with details. 815-625-4500
- Supplies for cleaning are available in the supply cabinet** (Aud) and under the sink (Brant).
- This building is under video surveillance.** The purpose of the video system is to ensure renters are not improperly charged for damages, or cleaning issues - - not to watch you sing happy birthday. Typically, video will be reviewed based on evidence of building misuse. If you leave the building clean, do not use alcohol, follow the rules of your contract, and are respectful to the property, your deposit will be returned.
- Deposit return checks will be issued within 15 days,** pending the clearing of any rental payment check, an inspection by the janitor, no damages, and the return of the building key. The Rock Falls Community Building is owned by the City of Rock Falls and managed by the Rock Falls Chamber.

Revised /2018



## Michelle Conklin

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**From:** Robbin Blackert  
**Sent:** Tuesday, March 10, 2020 11:03 AM  
**To:** Michelle Conklin  
**Subject:** FW: Revisions to Chamber Agreement

**From:** Julie Jacobs <julie.jacobs@blackhawkhills.com>  
**Sent:** Wednesday, February 19, 2020 3:30 PM  
**To:** Robbin Blackert <rblackert@rockfalls61071.com>  
**Subject:** Re: Revisions to Chamber Agreement

Sorry for responding so late to you on this.

The Rock Falls Chamber Board is okay with not accepting cash deposits and the Community Building account cash balance will be included in the quarterly reports.

If you have any questions, please let me know.

Thanks,  
Julie

On Wed, Jan 29, 2020 at 12:01 PM Robbin Blackert <[rblackert@rockfalls61071.com](mailto:rblackert@rockfalls61071.com)> wrote:

Julie: Last night I presented the proposed agreement to the Finance Committee. The committee had some concerns regarding the cash damage deposit of \$300. They did not feel that was enough money and they would prefer that credit cards were the only means of damage deposit. If the Chamber wants to keep the cash deposit and only raise the amount, then the language stating that the Chamber is responsible for making up the difference if damage occurs would be necessary to add to the contract. Second, on the quarterly report, they would like to see the cash balance of the Community Building Fund (checking & savings if any), which should be an easy fix. I understand that Bethany and Mark got together and finalized the maintenance agreement so that is good. Let me know if you have questions about the proposed changes. Otherwise, I'll be waiting to hear from you.

Robbin Blackert  
City Administrator  
City of Rock Falls, Illinois  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071  
Direct Line: (815) 564-1366

## Michelle Conklin

---

**From:** Robbin Blackert  
**Sent:** Tuesday, March 10, 2020 11:03 AM  
**To:** Michelle Conklin  
**Subject:** FW: community building  
**Attachments:** Chamber Agreement Redline Version\_revision 2.docx; quarterly report.pdf; Community Building Contract Rental Packet.pdf

**From:** Julie Jacobs <julie.jacobs@blackhawkhills.com>  
**Sent:** Tuesday, December 31, 2019 2:23 PM  
**To:** Bill Wescott <rfmayor@rockfalls61071.com>; Robbin Blackert <rblackert@rockfalls61071.com>  
**Subject:** Fwd: community building

Mayor & Robin.

The board has reviewed the proposal for the new contract. They are ready to move forward and have approved the attached revised contract. It includes a few minor changes, which were agreed to in the meeting between the board and city, but omitted from the revision. Eric Epps made the those revisions and that is attached.

- Eric noticed a few grammatical errors and made those corrections.
- They would like all exhibits included:
  - Exhibit A – Rental Contract Packet (**Attached**)
  - Exhibit B – Schedule of maintenance responsibilities (**needs revised / meeting between Mark and Bethany**)
  - Exhibit C – Maintenance request form (**needs revised / updated by City**)
  - Exhibit D – Quarterly Report (**Attached**)
- Paragraph 8 - If the Chamber cannot identify the specific renter who caused or allowed the damage to occur, the Chamber shall use the Community Building Fund to cover all costs of repair or replacement.
- Paragraph 9 - The City shall provide utilities and bear the cost for utilities and services provided to the building including electrical, natural gas, water, trash, and sewer fees.
- Paragraph 13 - Chamber shall provide to the City an activity and finance report within thirty (30) days following the end of each quarter. The report shall include a list of all those persons who shall have rented the facility during the preceding quarter; the amount of rental received therefor; the amount of any payment for any repairs, maintenance, custodial or other services provided by the Chamber to the building; and a report for any requests of expenditures to be made by the City. The report shall be provided to the City Administrator and reviewed by the Finance Committee quarterly. A sample quarterly report is attached as Exhibit D.

The only additional item they would like to remain is:

- Paragraph 10 – The board believes this should remain as a protection for both parties to have an easy means to resolve any unclear issues in the future.
  - The City and Chamber shall negotiate any responsibility for major repair or replacement expenditures to the building which may not clearly fall under the realm of either as assigned by this agreement.

If you have any questions, please let me know.

Happy New Year!

--

Julie Jacobs  
Office Manager  
Blackhawk Hills Regional Council  
(815) 625-3854  
[julie.jacobs@blackhawkhills.com](mailto:julie.jacobs@blackhawkhills.com)  
[www.blackhawkhills.com](http://www.blackhawkhills.com)



## Maintenance List

Project	Frequency	Who is in charge	Who pays	Notes
Fire extinguishers	Annual	City	City	City (janitor) will inspect monthly & city will replace/repair as needed.
Emergency Exit signs	Annual	City	City	City (janitor) will inspect monthly & city will replace/repair as needed.
Heating / AC Unit thermostats adjusted for seasons	Spring / Fall	Chamber	No fee	Bethany turns units from summer to winter as needed. Sets thermostats to a schedule as appropriate for the weather. Ensures units are locked that are lockable. Occasional adjustments are made as needed to specific rentals. Thermostats are set to resume schedule nightly.
Heating / AC Unit cleaning & filter change	Bi-Annual	Chamber	Chamber	Chamber schedules and supervises as needed. This role has swapped back and forth several times. Most recently, Mark Searing asked Bethany to take the responsibility back.
Light bulbs	As needed	City/Chamber	City / Community Bld Fund	Light bulbs requiring special service have been historically replaced by members of the fire department and scheduled as a maintenance request by the City. This is rare. Regular light bulbs replaced as needed.
Doors / locking mechanisms	As needed	City	City	Maintenance Request - City calls repair service and supervises
Sump Pump	As needed	City	City	Maintenance Request - City calls repair service and supervises
Plumbing issues	As needed	City	City	Chamber will provide service for small drain issues. Maintenance Request - City calls repair service and supervises major repairs.
Minor / Touch up Painting	As needed	Chamber	Community Bld Fund	Janitors will paint as needed, may include whole walls within reasonable reach.
Heating / AC Unit Repair	As needed	City	City	Maintenance Request - City calls repair service and supervises
Exterior of building repairs/cleaning	As needed	City	City	Maintenance Request - City calls repair service and supervises. (Note Chamber will wash windows as needed)
Electrical Repairs / Maintenance	As needed	City	City	Maintenance Request - City calls repair service and supervises
Water Repairs / Maintenance	As needed	City	City	Maintenance Request - City calls repair service and supervises
Brant Room	Monthly / as needed	Chamber	Community Bld Fund	Janitor cleans Brant room before rentals. If there are no rentals, the room is cleaned monthly. The room is inspected weekly.
Cleaning Supply Closet – stocked	Weekly / as needed	Chamber	Community Bld Fund	Janitor stocks before weekend rentals. Under special stocks an additional time for big weekday events like the corn boil, or special meetings.

Hallways cleaned	Monthly / as needed	Chamber	Community Bld Fund	Janitor vacuums regularly. Inspects weekly.
Janitor Closet / Storage	Weekly/Monthly	Chamber	Community Bld Fund	Janitor maintains this room as need and checks weekly for easy access. Chamber staff checks monthly to ensure its in safe condition. Room is kept locked, with the exception of occasional renters who need access for larger mop filling station.
Floor Cleaning	Weekly	Chamber	Community Bld Fund	Janitor cleans floors before weekend rentals. Under special circumstances floors are cleaned an additional time for big weekday events like the corn boil, or special meetings.
Floor Strip/Wax	Every 2-3 years dependent on wear	Chamber	Community Bld Fund	This is hired on by an outside company and costs around \$1,000.
Refrigerators	Cleaning	Chamber	Community Bld Fund	As needed / monthly wipe down
Rugs	Vacuumed/Cleaning	Chamber	Community Bld Fund	Janitor cleans rugs weekly and additionally as needed. Typically taken outside and washed down annually.
Rugs – replaced	Every 5-7 years	Chamber	Community Bld Fund	Rugs are used to help reduce tracked salt, mud, and water into the building. This increases safety and helps with appearance/cleanliness. Rugs are replaced as needed. Typical cost \$150-\$250/each dependent on size.
Bathrooms cleaned	Weekly/as needed	Chamber	Community Bld Fund	Janitor cleans bathrooms before weekend rentals. Under special circumstances bathrooms are cleaned an additional time for big weekday events like the corn boil, or special meetings.
Window washing – interior	Weekly / as needed	Chamber	Community Bld Fund	Janitor cleans weekly.
Window washing – exterior / large windows	Annual / as needed	Chamber	Community Bld Fund	Often done by volunteer group and/or janitor on a bi-annual basis outside. Inside done as needed.
Trash removal – dumpster/exterior	Weekly	City	City	Chamber notifies Moring if there are issues and additional pickup is needed. Chamber notifies City if there is misuse of dumpster. Dumpsters are shared with Library and City Hall.
Trash removal – inside	As needed	Chamber	Community Bld Fund	Janitor / renters after events
Basement	As needed	Chamber	Community Bld Fund	Janitor will clean quarterly, or for renters if the basement is needed.
Exterminator Service	Quarterly/As needed	Chamber	Community Bld Fund	

**\*\* Chamber can schedule minor repairs caused by renters**

**\*\* Building Inspectors should be contacted for major repairs and emergency issues. If he is unavailable, Chamber may call a provided list of contractors for repairs.**

# Sole Source Justification

Vendor: Ferguson

Product/Service: 5/8x3/4 meters

Estimated annual expenditure for the above commodity or service: \$16,560.00

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Check all entries below that apply to the proposed purchase (Most sole source products/services will have more than one applicable entry).

- Original manufacturer or provider
- Only distributor of original manufacturer
- The parts/equipment are not interchangeable with Similar parts of another manufacturer
- This is the only known item or service that will meet the specialized needs of this dept. or perform the intended function
- The parts/equipment are required from this source to permit standardization
- None of the above, a detailed explanation is below.

Requested By:

Approved By:

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
City Administrator/Mayor

\_\_\_\_\_  
Date

**RESTRICTION  
RELATING TO PRIVATE  
SANITARY SEWER SYSTEM**

**PIN: 11-33-276-010**

THIS RESTRICTION RELATING TO PRIVATE SANITARY SEWER SYSTEM (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between DAKOTA HAGERMAN PROPERTIES, LLC, an Illinois limited liability company ("Grantor") and the CITY OF ROCK FALLS, an Illinois municipal corporation (the "City").

WHEREAS, Grantor is the owner of certain real property located at 1406 1<sup>st</sup> Avenue, Rock Falls, Illinois 61071 (the "Property"), said Property being more particularly described on Exhibit A, attached hereto and incorporated herein, upon which is operated an indoor gun range known as "Carry On Range"; and

WHEREAS, Grantor acquired title to the Property via warranty deed dated February 4, 2019 and recorded with the Whiteside County Recorder's Office as Document No. 201900547; and

WHEREAS, at the time Grantor acquired title to the Property, the building consisting of Carry On Range was not serviced by any sewage disposal system; and

WHEREAS, at all times relevant hereto, the City had and currently has in effect certain ordinances which require toilet facilities to be installed at buildings used for employment, recreation or any other purpose, and further requires a connection to be made to the City's public sewer mains for such sewage disposal (Chapter 32, Article IV, Sec. 32-186 and 32-190 of the Rock Falls Municipal Code); and

WHEREAS, Grantor has approached the City regarding a waiver of the requirement to connect the Property to the sewer mains of the City, asserting that such connection would be an undue hardship for the following reasons cited by Grantor:

- A. a direct connection to the City sewer mains would require Grantor to bore underneath 1<sup>st</sup> Avenue to the East, which connection would come at a prohibitively expensive cost;
- B. an alternate connection could be made by connecting to the City sewer mains to the North along 14<sup>th</sup> Street, however, connection would require the

grant of an easement for such purposes from the adjacent property owners, which easement cannot be obtained after the diligent effort of Grantor;

- C. there are no other methods of connecting to the sewer mains of the City other than the aforesaid; and

WHEREAS, based on the foregoing, Grantor seeks to install and maintain a private sanitary sewer system to service the Property, which would come at significantly lesser cost; and

WHEREAS, the City is of the opinion that requiring Grantor to connect to the sewer mains of the City, pursuant to the requirements of the Rock Falls Municipal Code, would constitute an undue hardship on Grantor due to the prohibitive cost and lack of alternative methods of connection; and

WHEREAS, the City is willing to waive the requirement to connect the Property to the sewer mains of the City, and permit the installation and maintenance of the private sanitary sewer system to service the Property, but only upon such terms and conditions as are more specifically set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The preambles to this Agreement are true and correct and are hereby incorporated into this Section 1 by reference.

Section 2. City hereby agrees to waive compliance with the requirements of Chapter 32, Article IV, Sections 32-186 and 32-190 of the Rock Falls Municipal Code requiring the Property to be connected to the sewer mains of the City. City further consents to the installation and maintenance of a private sanitary disposal system on the Property, so long as the same is done in compliance with all other provisions of the Rock Falls Municipal Code and any and all rules and regulations promulgated by any governmental agency applicable thereto. The foregoing waiver and consent shall continue from the Effective Date to the earlier of the following:

- A. the sale or transfer of the Property by Grantor, except for a change of ownership from Grantor to a subsidiary or successor entity in which Dakota Hagerman, individually, maintains a controlling interest; or
- B. the failure of the private sewage disposal system.

Section 3. Upon the occurrence of any of the events described in Section 2, the private sewage disposal system shall be abandoned, cleaned and filled in accordance with the provisions set forth in Chapter 32, Article IV, Section 13-186 of the Rock Falls Municipal Code, and a connection to the sewer mains of the City shall be made.

Section 4. Grantor acknowledges that no adequate remedy at law exists for a violation of this Agreement by Grantor and agrees that City shall have the right to enforce this Agreement by equitable writ or decree, including temporary and preliminary injunctive relief. In the event City elects to enforce its rights hereunder and is successful in doing so, Grantor shall pay the



reasonable costs and expenses of the City in connection therewith, including all attorney's fees incurred by the City to the fullest extent permitted by applicable law.

Section 5. This Agreement shall run with the land and shall be binding upon Grantor and its successors and assigns. This Agreement shall be recorded at Grantor's expense in the records of the Whiteside County Recorder's Office.

Section 6. Grantor agrees that this Agreement shall not be assignable without the prior written consent of the City.

Section 7. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, construed and enforced in accordance with the laws of the State of Illinois.

Section 8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

*(Signatures and notary on the following pages)*

**DAKOTA HAGERMAN PROPERTIES, LLC,  
an Illinois limited liability company**

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

Its: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )        SS  
COUNTY OF WHITESIDE )

I, the undersigned, a Notary Public in and for and residing in said County in the State aforesaid, do hereby certify that Dakota Hagerman, personally known to me to be the Sole Member of Dakota Hagerman Properties, LLC, an Illinois limited liability company, appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2020, in person and signed and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

**CITY OF ROCK FALLS,  
an Illinois municipal corporation**

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

ATTEST:

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

STATE OF ILLINOIS        )  
  )       SS  
COUNTY OF WHITESIDE )

I, the undersigned, a Notary Public in and for and residing in said County in the State aforesaid, do hereby certify that William B. Wescott and Michelle Conklin, personally known to me to be the Mayor and Deputy City Clerk of the City of Rock Falls, Illinois, respectively, appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2020, in person and signed and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

***Prepared by:***

Matthew D. Cole  
Ward, Murray, Pace & Johnson, P.C.  
226 W. River Street; P.O. Box 404  
Dixon, IL 61021

***After Recording Return to:***

City of Rock Falls  
Attn: City Clerk  
603 W. 10<sup>th</sup> Street  
Rock Falls, IL 61071

**EXHIBIT "A"**

Parcel 1:

The South 67 feet of Lots 81, 82 and 83 of Garden City Subdivision being a part of the Northeast Quarter of Section 33, Township 21 North, Range 7 East of the 4<sup>th</sup> P.M., Whiteside County, Illinois; according to the Plat thereof recorded March 19, 1908 in Plat Book 6, page 47.

Parcel 2:

The South 67 feet of Lots 84 and 85 of Garden City Subdivision being a part of the Northeast Quarter of Section 33, Township 21 North, Range 7 East of the 4<sup>th</sup> P.M., Whiteside County, Illinois; according to the Plat thereof recorded March 19, 1908 in Plat Book 6, page 47.

PIN: 11-33-276-010

Commonly known as: 1406 1<sup>st</sup> Avenue, Rock Falls, Illinois 61071

**ORDINANCE NO. 2020-2486**

**ORDINANCE APPROVING WAIVER OF CERTAIN CONDITIONS  
OF THE ROCK FALLS MUNICIPAL CODE RELATING TO CARRY ON RANGE  
AND AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT  
WITH RESPECT TO THE SAME**

**WHEREAS**, Dakota Hagerman, by and through his company Dakota Hagerman Properties, LLC, an Illinois limited liability company (“Hagerman”) is the owner of certain real property located at 1406 1<sup>st</sup> Avenue, Rock Falls, Illinois 61071 (the “Property”), said Property being more particularly described on Exhibit A, attached hereto and incorporated herein, upon which is operated an indoor gun range known as “Carry On Range”; and

**WHEREAS**, Hagerman acquired title to the Property via warranty deed dated February 4, 2019 and recorded with the Whiteside County Recorder’s Office as Document No. 201900547; and

**WHEREAS**, at the time Hagerman acquired title to the Property, the building consisting of Carry On Range was not serviced by any sewage disposal system; and

**WHEREAS**, at all times relevant hereto, the City had and currently has in effect certain ordinances which require toilet facilities to be installed at buildings used for employment, recreation or any other purpose, and further requires a connection to be made to the City’s public sewer mains for such sewage disposal (Chapter 32, Article IV, Sec. 32-186 and 32-190 of the Rock Falls Municipal Code); and

**WHEREAS**, Hagerman has approached the City regarding a waiver of the requirement to connect the Property to the sewer mains of the City, asserting that such connection would be an undue hardship for the following reasons cited by Hagerman:

- A. a direct connection to the City sewer mains would require Hagerman to bore underneath 1<sup>st</sup> Avenue to the East, which connection would come at a cost in excess of \$36,000.00; and
- B. an alternate connection could be made by connecting to the City sewer mains to the North along 14<sup>th</sup> Street, however, connection would require the grant of an easement for such purposes from the adjacent property owners, which easement cannot be obtained after the diligent effort of Hagerman; and
- C. there are no other methods of connecting to the sewer mains of the City other than the aforesaid; and

**WHEREAS**, based on the foregoing, Hagerman seeks to install and maintain a private sanitary sewer system to service the Property, which would come at cost of only \$5,500.00; and

**WHEREAS**, the City is of the opinion that requiring Hagerman to connect to the sewer mains of the City, pursuant to the requirements of the Rock Falls Municipal Code, would constitute an undue hardship on Hagerman due to the prohibitive cost and lack of alternative methods of connection; and

**WHEREAS**, the City is willing to waive the requirement to connect the Property to the sewer mains of the City, and permit the installation and maintenance of the private sanitary sewer system to service the Property, but only upon such terms and conditions as are more specifically set forth herein.

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

**SECTION 1:** The Mayor and the City Council hereby find that the recitals above are true and correct and are incorporated herein by reference.

**SECTION 2:** The City hereby waives the requirement to connect the Property to the sewer mains of the City, and consents to the installation and maintenance of a private sanitary sewer system to service the property, all upon the terms and conditions as set forth in the Restriction Relating to Private Sanitary Sewer System, attached hereto and incorporated herein as Exhibit A (the "Agreement").

**SECTION 3:** The Agreement is hereby approved. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest the same upon the terms and conditions contained therein.

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

**SECTION 5:** 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 6:** All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

**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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

NAY

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Exhibit A

(attach Agreement)



CITY OF ROCK FALLS

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ORDINANCE NO. \_\_\_\_\_

**ORDINANCE APPROVING WAIVER OF CERTAIN CONDITIONS  
OF THE ROCK FALLS MUNICIPAL CODE RELATING TO CARRY ON RANGE  
AND AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT  
WITH RESPECT TO THE SAME**

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

JB Pritzker, Governor  
Colleen Callahan, Director

May 20, 2020

City of Rock Falls  
Attn: Eric Arduini  
603 W. 10<sup>th</sup> Street  
Rock Falls, IL. 61071

Re: Hennepin Canal  
License No. 3088

Dear Mr. Arduini:

A renewal has been prepared which will extend your License Agreement No.3088 for a parcel of land at Hennepin Canal. Please sign the copy of the license agreement. Please have the copy of the license agreement signed by an authorized representative/official of the City of Rock Falls and complete the Signature Authorization Form attached to the agreement as Exhibit A.

Please provide your phone number and emergency information in paragraph 23 of the license and enter your Social Security (FEIN) Number in the space provided. Also, on the attached Exhibit C, please complete and sign the enclosed Certifications form as **required by State law**. Please note **paragraph 14** and provide a certificate of insurance according to instructions.

Return the copy together with your first annual payment of \$110, or a full-term payment of \$550. The payment should be made payable to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271. Once the signed agreement has been received and approved, a fully executed agreement will be returned to you.

If you have any questions regarding the enclosed agreement, please contact this office at 217/782-7940 or myself at 217/785-4863.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Allen".

Kelly Allen  
Division of Concessions, Leases & Services

Enclosures  
cc: Tom Vandemore, Site Superintendent

Agreement Number: 3088  
Site Name: Hennepin Canal  
Location Code: 50-2761-1

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES

**LICENSE AGREEMENT**

THIS AGREEMENT is entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR," and CITY OF ROCK FALLS, hereinafter referred to as "LICENSEE";

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described; and

WHEREAS, the premises is not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Hennepin Canal, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

A tract of land designated as a part of Plat No. IM-326, and a part of Plat No. IM-327, situated in the County of Whiteside, State of Illinois, being part of the right-of-way land of the Hennepin Canal Feeder, located in Lot No. 10 of the E½ of Section 27, Township 21 North, Range 7 East of the 4<sup>th</sup> Principal Meridian (according to a plat recorded in Plat Book 4,

page 18, of the Office of the Recorder of Deeds of Whiteside County), and being more particularly described as follows, all bearings being referred to true north:

Beginning at the northwest corner of said Lot 10; thence north 89° 51' east, 68.2 feet along the north line thereof to a point; thence south 71° 49' east to a point on the westerly slope of the prism of said Hennepin Canal Feeder; thence southwesterly 30 feet, more or less, along said westerly slope to a point; thence north 71° 49' west to a point which is 30 feet southerly from the north line of said Lot 10; thence south 89° 51' west, 63.4 feet to a point on the west line of said Lot 10; thence north 00° 05' west, 30 feet along said west line to the point of beginning.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of five (5) years , beginning on the 1st day of September, 2020, (“Effective Date”) and ending on the 31st day of August, 2025, (“Expiration date”) unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of One Hundred Ten Dollars (\$110) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to “Illinois Department of Natural Resources” and remitted to “Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271”. Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

4. NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license Premises, including, without limitation, any leases, licenses, easements, liens, ownership interests or encumbrances in existence as of the date of this grant, and upon the terms and conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises for the purpose of using it to operate and maintain a twelve inch (12”) storm water sewer pipe line

only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

6. RESTRICTIONS ON USE: LICENSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community

Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

7. COMPLIANCE WITH LAWS: It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. Licensee shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

8. PROHIBITION ON ENCUMBRANCE: LICENSEE shall not allow or permit or give authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LICENSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LICENSEE's activity, LICENSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Capital Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LICENSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered "a net agreement." All operating costs will be paid by LICENSEE. LICENSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any

damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

E. Requests for LICENSEE improvements within or for the benefit of the space(s) allocated to LICENSEE shall be submitted to IDNR for approval in a timely manner. Payment of LICENSEE improvements shall solely be paid for by the LICENSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LICENSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use.

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request



of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14 INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.

15. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents, guests and invitees.

16. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of

LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 23 herein.

17 RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances of the Premises caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

18 RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the License. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LICENSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LICENSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LICENSEE's account is not construed to constitute a novation or a release of LICENSEE from further performance of its obligations under this Agreement.

21. SUPERSESSSION: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:  
Department of Natural Resources  
Div. of Concession & Lease Management  
One Natural Resources Way  
Springfield, IL 62702-1271  
Telephone: 217/782-7940  
Emergency Contact: Tom Vandemore  
Location: Sheffield, IL  
Telephone: (815) 454-2328

LICENSEE:  
City of Rock Falls  
Attn: Eric Arduini  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071-2854  
Telephone: 815/622-1104  
Emergency Contact:  
Location:  
Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

Agreement Number: 3088  
Site Name: Hennepin Canal  
Location Code: 50-2761-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSEE:**

**STATE OF ILLINOIS:**

CITY OF ROCK FALLS

DEPARTMENT OF NATURAL RESOURCES

BY: \_\_\_\_\_

APPROVED: DIRECTOR, IDNR

Title: Director

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

By: Pam Gray, Division Manager  
Division of Concession and Leases

BY: \_\_\_\_\_

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

\_\_\_\_\_  
SSN or FEIN No.

Agreement Number: 3088  
Site Name: Hennepin Canal  
Location Code: 50-2761-1

**EXHIBIT A**

**SIGNATURE AUTHORIZATION**

As an official agent of CITY OF ROCK FALLS,  
(Lessee or Licensee -Company / Corporation / Municipality)

I certify that \_\_\_\_\_ is an authorized representative of  
said

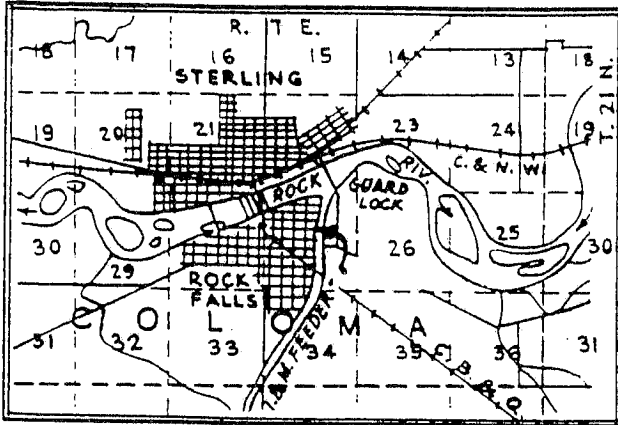
(Name of executive of official who will sign the agreement)

organization and is legally empowered to act on its behalf in executing this agreement.

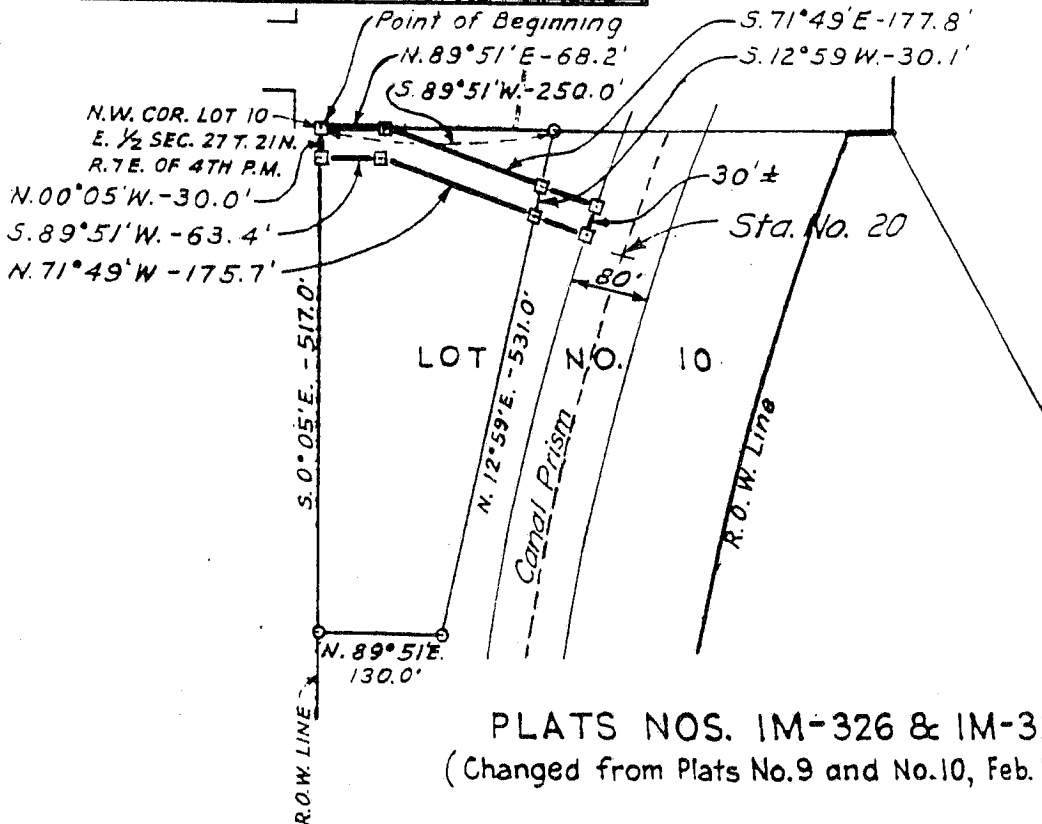
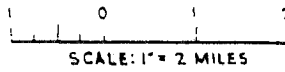
Signed: \_\_\_\_\_  
(Person affirming signature authority of above  
official; must not be the same individual)

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

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



VICINITY MAP



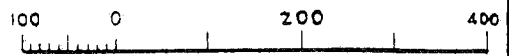
PLATS NOS. IM-326 & IM-327  
(Changed from Plats No. 9 and No. 10, Feb. 1, 1926.)

LOCATED IN  
SEC. 27, T. 21 N., R. 7 E., OF THE 4TH P.M.  
WHITESIDE COUNTY, ILLINOIS

EXHIBIT "B"  
LICENSE NO. 3088  
IM-326 & IM-327

NOTE: ALL BEARINGS REFER TO TRUE NORTH

HENNEPIN CANAL  
CANAL - FEEDER  
COLONA, ILLINOIS  
ROCK FALLS



SCALE IN FEET  
ROCK ISLAND DISTRICT, CORPS OF ENGINEERS, DEPT OF THE ARMY  
ROCK ISLAND, ILLINOIS 24 MAY 1950  
SUBMITTED BY: *E.P. Williams* RECOMMENDED BY: *Schall*  
CHIEF, SURVEYS & MAPS BR. CHIEF, CIVIL ENGINEERING DIV.  
DRAWN BY: AB. U. E. L. APPROVED BY: *[Signature]*  
CHECKED BY: A.B. CONTRACT NUMBER: *[Blank]*  
DESIGNED BY: W. H.

STORM SEWER

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

- 1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/litaa](http://www.dhs.state.il.us/litaa). (30 ILCS 587)

AGENCY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

AGENCY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_



## POSITION DESCRIPTION CITY OF ROCK FALLS

POSITION: Assistant Water Superintendent  
Department: Water Treatment Plant  
REPORTS TO: Superintendent of Water Treatment

### **PRIMARY RESPONSIBILITIES**

- Reports to the Water Superintendent and is assigned to be in charge of the water distribution system and crew. He will make all decisions as necessary for any repairs, new service, or new water main projects of the distribution system.
- Assist the Water Superintendent in the management and operation of the Water Plant. Is responsible and accountable to maintain the Water Plant when the Superintendent is absent.
- Be on a stand-by on a rotating basis.
- Respond to calls within thirty minutes when on standby

### **QUALIFICATIONS:**

- High School Diploma or the equivalent
- Possesses an Illinois Class A CDL License
- Must possess an Illinois Class B Water Operators License or working toward possessing an Illinois Class B License within 1 year from accepting the position.
- Proficient in in Microsoft and word and excel
- Proven written and verbal communication.

### **KNOWLEDGE OF:**

1. Operation and maintenance of the water treatment.
2. Operation and maintenance of the distribution system.
3. SCADA/Backwash system.
4. GIS software program
5. USEPA and IEPA rules and regulations.
6. Laboratory testing and Analysis.
7. Budgets.

### **ABILITY TO:**

- Analyze water operations and procedures and make recommendations for improvements.
1. Troubleshoot operational and mechanical problems within the plant and distribution and take corrective action.
  2. Operate heavy equipment.
  3. Communicate well both verbally and in writing.
  4. Work independently or in a team environment.
  5. Work with other departments.
  6. Use a variety of hand and power tools.
  7. Work in a variety of conditions (i.e. temperature extremes, confined spaces ect.

### **ESSENTIAL JOB FUNCTIONS**

1. Assess needs of the water plant and distribution system and to ensure the system is operational.
2. Assume responsibility for the necessary decisions concerning the Water Plant and the Distribution system in the during or in the absence of the Water Superintendent.
3. To respond to any emergency when the superintendent is not present.
4. Operate and maintain the Water Plant and to make any operational changes as needed.
5. Ensure all chemicals are maintained and switched as needed.
6. Troubleshoot any SCADA system problems.

7. Ensure the Distribution system is operational.
8. To repair any type of leak in the distribution system.
9. Required to make any decision as per plumbers recommendation for services needed.
10. Follow all safety guidelines as per the safety manual the city has implemented.
11. Decide on a meter size for a commercial, residential, and industrial service.
12. Decide if a building needs a Backflow Preventor.
13. Supervision of all employees and development of daily work schedules.
14. Will coordinate and update the GIS program for the use of the Water Department and other other City Departments. (Must be working towards and possessing the experience in a 2 year period).

**ADDITIONAL REQUIREMENTS**

1. All other duties as may be assigned from time to time

**PHYSICAL DEMANDS**

1. Work in cold and hot climates.
2. Work in confined spaces.
3. Lifting, reaching, climbing

**WORK ENVIROMENT**

1. Work done in a variety of condition and climates.
2. Confined spaces

**JOB HAZARD/RISK FACTORS:**

1. Electrocution, engulfment, asphyxiation, drowning

APPROVED BY:

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City Council

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Date