# City of Rock Falls

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

Mayor Rod Kleckler 815-380-5333

City Administrator Robbin Blackert 815-564-1366



City Clerk
Pam Martinez
815-622-1100

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

> August 20, 2024 5:30 p.m.

Call to Order at 5:30 p.m. Pledge of Allegiance Roll Call

# **Audience Requests**

# **Community Affairs**

Rock Falls Chamber of Commerce, Sam Smith President/CEO

# **Consent Agenda:**

- 1. Approval of the minutes of the August 6, 2024, City Council Meeting 👄
- 2. Approval of bills as presented 👄

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

- 1. Ordinance 2024-2659 Amending Chapter 20 of the Rock Falls Municipal Code Relating to Nuisance Greenery
- 2. Ordinance 2024-2660 Amending Chapter 26 of the Rock Falls Municipal Code Relating to Sidewalk Snow Removal within the Downtown Business Area
- 3. Ordinance 2024-2661 Authorizing the Purchase of Real Property (Part of PIN: 11-34-201-006 and 11-34-201-007) 👄

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

- 1. Approve Change Order Number 1 with McDonagh Demolition, Inc. for the Micro Industries Building Demolition Project in the amount of \$35,898.50.
- 2. Approve Change Order Number 2 with Gensini Excavating for the RBW District Control Room and Toilet Room Project in the amount of \$19,750.00.

# Information/Correspondence

Matt Cole, City Attorney Corey Buck, City Engineer

# Tourism Director, Melinda Jones

- 1. Approve the closure of E 2<sup>nd</sup> Street from Avenue A to Wood Avenue on Saturday, September 7, 2024 from 7:00 a.m. to 7:00 p.m. for the Taste of Fiesta.
- 2. Approve the closure of E 2<sup>nd</sup> Street from Avenue A to Wood Avenue on Saturday, August 24, 2024 from 7:00 a.m. to 6:00 p.m. for Art in the Park.
- 3. Approve the closure of E 2<sup>nd</sup> Street from Avenue A to Wood Avenue on Friday, September 27, 2024 from 1:00 p.m. to 11:00 p.m. for the Taco Throwdown Festival.

# Alderman Reports/Committee Chairman Requests

# Ward 1

**Alderman Bill Wangelin** – Public Works/Public Property Committee Chairman/Tourism Committee **Alderman Gabriella McKanna** – Finance/Insurance/Investment Committee Chairman

#### Ward 2

**Alderman Brian Snow** – Building Code Committee Chairman/Utility Committee Vice Chairman **Alderman Vickey Byrd** 

#### Ward 3

Alderman Steve Dowd - Police Fire Committee Chairman

1. Recommendation from the Police Fire Committee to approve the Police Department to purchase a new vehicle for the Investigations Section in an amount not to exceed \$25,000.00 and trade in a 2012 Chevy Impala

# **Alderman Cody Dornes**

#### Ward 4

**Alderman Violet Sobottka –** Ordinance/License/Personnel/Safety Committee Chairman **Alderman Cathy Arduini** 

## Mayor's Report:

# Adjournment

Next City Council Meeting - September 3, 2024, at 5:30 p.m.

Posted: August 16, 2024 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.

# City of Rock Falls

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

Regular meeting minutes of the Mayor and Aldermen of the City of Rock Falls

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on August 6, 2024, in the Council Chambers by Mayor Rod Kleckler.

City Clerk Pam Martinez called the roll following the pledge of allegiance. A quorum was present including Mayor Kleckler, Aldermen Wangelin, Snow, Byrd, Arduini, and Sobottka. Absent Alderman McKanna, Dowd and Dornes. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present.

# Audience request:

None.

#### **Community Affairs:**

None.

#### Consent Agenda:

Consent Agenda items 1-2 were read aloud by City Clerk Pam Martinez.

- 1. Approval of the minutes of the July 16, 2024, City Council Meeting.
- 2. Approval of bills as presented.

A motion was made by Alderman Wangelin to approve the Consent Agenda and second by Alderwoman Sobottka.

Vote 5 aye, motion carried.

## Ordinance 1<sup>st</sup> Reading:

- 1. Ordinance 2024-2659 Amending Chapter 20 of the Rock Falls Municipal Code Relating to Nuisance Greenery.
  - A motion was made by Alderman Snow to approve Ordinance 2024-2659 Amending Chapter 20 of the Rock Falls Municipal Code Relating to Nuisance Greenery for first reading and second by Alderwoman Sobottka.
  - Vote 4 aye, 1 no (Arduini), motion carried.
- Ordinance 2024-2660 Amending Chapter 26 of the Rock Falls Municipal Code Relating to Sidewalk Snow Removal within the Downtown Business Area.
   A motion was made by Alderwoman Sobottka to approve Ordinance Amending Chapter of the Rock Falls Municipal Code Relating to Sidewalk Snow Removal within the Downtown Business Area for first reading and second by alderwoman Arduini.
   Vote 5 aye, motion carried.

## Ordinance 2<sup>nd</sup> Reading and Adoption-:

 Ordinance 2024-2657 – Amending Chapter 16, Article V of the Rock Falls Municipal Code Requiring Dedicated Telephone Service at ALL Licensed Premises. A motion was made by Alderman Snow to approve Ordinance 2024-2657 – Amending Chapter 16, Article V of the Rock Falls Municipal Code Requiring Dedicated Telephone Service at ALL Licensed Premises for second reading and adoption and second by Alderman Wangelin.

Vote 5 aye, motion carried.

2. Ordinance 2024-2658 – Amending Chapter 2, Article VI of the Rock Falls Municipal Code Relating to the Office of City Administrator.

A motion was made by Alderwoman Sobottka to approve Ordinance 2024-2658 – Amending Chapter 2, Article VI of the Rock Falls Municipal Code Relating to the Office of the City Administrator for second reading and adoption and second by Alderman Snow.

Vote 5 aye, motion carried.

# City Administrator:

- City Administrator Blackert asked to approve Engineering Services Agreement with Willett, Hofmann & Associates, 809 East 2<sup>nd</sup> Street, Dixon, IL for IEPA Water Pollution Control Revolving Loan Fund program funding for Wastewater System Improvements for \$19,500.00.
  - A motion was made by Alderman Snow to approve Engineering Services Agreement with Willett, Hofmann & Associates, 809 East 2<sup>nd</sup> Street, Dixon, IL for IEPA Water Pollution Control Revolving Loan Fund program funding for Wastewater System Improvements for \$19,500.00 and second by Alderwoman Sobottka.

Vote 5 aye, motion carried.

- 2. Amendment No. 2 to the Engineering Agreement with Willett, Hofmann & Associates, 809East 2<sup>nd</sup> Street, Dixon, IL in the amount of \$16,500.00 for the Watermain Replacement Phase 2 Project.
  - A motion e=was made by Alderman Snow to approve the Amendment No. 2 to the Engineering Agreement with Willett, Hofmann & Associates, 809East 2<sup>nd</sup> Street, Dixon, IL in the amount of \$16,500.00 for the Watermain Replacement Phase 2 Project and second by Alderman Wangelin.

Vote 5 aye, motion carried.

- 3. Approve Quote from Renewal by Andersen, 3307 W. Farmington Road, Peoria, IL 61604 for replacement of windows at the Rock Falls Electric Department for \$20,539.00.
  - A motion was made by Alderman Wangelin to approve the quote from Renewal by Andersen, 3307 W. Farmington Road, Peoria, IL 61604 for replacement of windows at the Rock Falls Electric Department for \$20,539.00 and second by Alderwoman Sobottka.

Vote 5 aye, motion carried.

## **Tourism Director, Melinda Jones:**

- 1. Approve the closure of East 2<sup>nd</sup> Street from Avenue A to Wood Avenue on August 16, 2024, from 2:00 p.m. to 10:00 p.m. for Eats 'n' Beats.
  - A motion was made by Alderman Snow to approve the closure of East 2<sup>nd</sup> Street from Avenue A to Wood Avenue on August 16, 2024, from 2:00 p.m. to 10:00 p.m. for Eats 'n' Beats and second by Alderwoman Arduini.

Vote 5 ave, motion carried.

2. Approve a Public Event License to Taste of Fiesta for September 7, 2024.

A motion was made by Alderman Wangelin to approve a Public Event License to Taste of Fiesta for September 7, 2024, and second by Alderman Snow.

Vote 5 aye, motion carried.

#### City Attorney:

None

#### City Departments:

None

# Alderman Reports / Committee Chairman Requests

A motion was made by Alderman Wangelin to approve the Recommendation from the Public Works/Public Property Committee to vacate a portion of Avenue E and second by Alderwoman Sobottka. Attorney Cole stated this will come back to Council as an Ordinance.

Vote 5 aye, motion carried.

A motion was made by Alderman Wangelin to approve the Recommendation from the Public Works/Public Property to approve the proposal from Turnroth Sign Co, Inc., 1207 E Rock Falls Road, Rock Falls, IL to recondition and install the sign at the West Industrial Park in an amount not to exceed \$25,000.00 and second by Alderwoman Arduini.

Vote 5 aye, motion carried

A motion was made by Mayor Kleckler to approve the Recommendation from the Finance/Insurance/Investment Committee to approve the Utility Office Write-Off's – April 2024 through June 2024 for \$8,394.54 and second by Alderman Snow. **Vote 5 aye, motion carried.** 

#### Mayor's Report:

Approval to purchase Real Estate, (PIN 11-34-201-006) with south boarder modification, total of 1.25 acres in the amount of \$30,000.00 plus legal and closing costs from Tammy Tompkins. (to come back to Council as an Ordinance)

A motion was made by Alderman Wangelin to approve the purchase of Real Estate, (PIN 11-34-201-006) with south boarder modification, total of 1.25 acres in the amount of \$30,000.00 plus legal and closing costs from Tammy Tompkins and second by Alderman Snow.

Vote 5 aye, motion carried.

#### **Executive Session:**

Enter Executive Session for the purpose of:

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

A motion was made by Alderwoman Sobottka to enter Executive Session for the purpose of Personnel – Section 2(c)(1) – Employee hiring, firing, compensation, discipline, and performance and second by Alderman Wangelin.

Vote - roll call was not completed went right into Executive Session - 5:50 p.m.

#### Any Action from Executive Session:

A motion was made by Alderwoman Sobottka to approve the hire for the Street Department and second by Alderman Snow.

Vote 5 aye, motion carried.

A motion was made by Alderwoman Sobottka to approve the contract for Larry Hanrahan for Electric Department Director and second by Alderwoman Arduini. **Vote 5 aye, motion carried.** 

A motion was made by Alderwoman Sobottka to approve the revised contract for Matt Trotter, Sewer Department and second by Alderman Snow. **Vote 5 aye, motion carried.** 

A motion was made by Alderman Snow to adjourn and second by Alderwoman Arduini. **Vote via voice, all approved (6:03 p.m.)** 

Pamela Martinez

Pamela Martinez, City Clerk

# CITY OF ROCK FALLS 603 W 10th Street Rock Falls, Illinois

# 08/20/2024 Council Meeting

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	\$16,944.80
General Fund	\$106,495.58
Builidng Code Demolition Fund	\$20,000.00
TIF - Downtown Redevelopment	\$1,300.00
Electric	\$362,777.55
Sewer	\$39,173.36
Water	\$59,711.09
Garbage	\$53,571.15
Customer Service Center	\$3,181.14
Community Policing	\$2,108.12
DUI Fund	\$2,332.32
Drug Fund	\$42.21
Customer Utility Deposits	\$174.76
	\$667,812.08

Alderman McKanna Alderman Wangelin Alderman Dornes DATE: 08/08/24 TIME: 13:30:50

CITY OF ROCK FALLS DEPARTMENT SUMMARY REPORT

ID: AP443000.WOW

PAGE: 1

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM 05	TOURISM		
5235 5253 829 T0000039 T0001290 T0005770	U.S. CELLULAR WIXN-AM/WRCV-FM/WSEY-FM WEX BANK SELF HELP ENTERPRISE SIMON MASONRY	4,125.80 1,728.72 1,043.00 46,194.26 101.00 4,000.00 300.00	1,005.00 102.16 252.00 60.67 37.00 1,300.00 300.00 1,150.00 1,250.00
	TOURISM		5,456.83
GENERAL FUN	D ADMINISTRATION		
	WEX BANK SBM BUSINESS EQUIPMENT CENTER MARSH USA INC	46,194.26 1,240.75	86.09 22.00 100.00
	ADMINISTRATION		208.09
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	1,240.75	22.00
	CITY ADMINISTRATO	PR ·	22.00
04	BUILDING		
194 5253 5360	GRUMMERT'S HARDWARE - R.F. WEX BANK AMAZON CAPITAL SERVICES	2,972.94 46,194.26 7,523.93	10.79 282.25 27.99
	BUILDING		321.03
06	POLICE		
1289 350 4508	CITY OF ROCK FALLS UTILITIES GISI BROS INC LEXISNEXIS RISK DATA MGT LLC	139,748.39 3,938.51 123.50	1,254.34 198.26 30.00

DATE: 08/08/24 CITY OF ROCK FALLS TIME: 13:30:50 DEPARTMENT SUMMARY REPORT

ID: AP443000.WOW

PAGE: 2

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUN	id		
06	POLICE		
4655	WHEELHOUSE, INC.	724.00	905.00
4806	AXON ENTERPRISE INC		16,523.76
4981	AT&T MOBILITY	1,901.04	640.20
5167	PORTER LEE CORPORATION		965.00
5208	KALEEL'S CLOTHING & PRINTING	1,562.00	823.00
5253	WEX BANK	46,194.26	3,587.03
5308	LEAF	2,179.86	194.71
5360	AMAZON CAPITAL SERVICES	7,523.93	61.92
	POLICE		25,183.22
07	CODE HEARING DEPARTMENT		
4931	DACRA ADJUDICATION SYSTEM	3,550.00	1,200.00
	CODE HEARING	DEPARTMENT	1,200.00
10	STREET		
1279	WILCO RENTAL	2,626.75	20.97
1289	CITY OF ROCK FALLS UTILITIES	139,748.39	707.17
34	ALTORFER INC.	15,266.09	33.88
4207	O'REILLY AUTOMOTIVE INC	2,108.08	118.80
4827	KELLEY WILLIAMSON COMPANY	3,409.86	374.49
5253	WEX BANK	46,194.26	
5394	OLIVIA GUTIERREZ	750.00	125.00
5417	RHOMAR INDUSTRIES INC		600.52
T0005357	TAX-EXEMPT LEASING CORP	67,990.03	37,961.81
	STREET		41,695.14
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	139,748.39	4,292.30
4579	PEST CONTROL CONSULTANTS IL	180.00	70.00
533	LECTRONICS, INC.	2,652.72	50.00
5360	AMAZON CAPITAL SERVICES	7,523.93	211.95
	PUBLIC PROPER	TY	4,624.25

DATE: 08/08/24 CITY OF ROCK FALLS
TIME: 13:30:50 DEPARTMENT SUMMARY REPORT

ID: AP443000.WOW

INVOICES DUE ON/BEFORE 08/09/2024

PAGE: 3

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUN 13	ID FIRE		
1289 131 423 4981 5253 5308 5360 5418	CITY OF ROCK FALLS UTILITIES BURGER BROTHERS INC AT&T AT&T MOBILITY WEX BANK LEAF AMAZON CAPITAL SERVICES JONAH BASS	139,748.39 400.00 238.64 1,901.04 46,194.26 2,179.86 7,523.93	935.00 79.55 242.94 1,244.75
	FIRE		5,987.71
BUILDING CC	DE DEMOLITION FUND BUILDING CODE DEMOLITION FUND		
T0005887	JADEN M NIELSEN		20,000.00
	BUILDING	CODE DEMOLITION FUND	20,000.00
TIF - DOWNT	OWN REDEVELOPMENT DOWNTOWN REDEVELOPMENT		
Т0000039	SIMON MASONRY	4,000.00	1,300.00
	DOWNTOWN	REDEVELOPMENT	1,300.00
ELECTRIC FU 20	ND OPERATION & MAINTENANCE		
1289 1604 1702 194 283 5008 5127 5253 533 5360 795	NEW PIG CORPORATION INTERSTATE ALL BATTERY CENTER GRUMMERT'S HARDWARE - R.F. ANIXTER INC POWER SYSTEM ENGINEERING INC JM TEST SYSTEMS LLC WEX BANK LECTRONICS, INC. AMAZON CAPITAL SERVICES SBM BUSINESS EQUIPMENT CENTER	139,748.39 632.00 2,972.94 108,253.92 3,825.00 2,009.83 46,194.26 2,652.72 7,523.93 1,240.75	10,007.12 165.77 603.90 39.04 137,872.95 6,610.70 379.01 2,477.31 149.00 845.76 73.00
	OPERATION	N & MAINTENANCE	159,223.56

ID: AP443000.WOW

CITY OF ROCK FALLS DEPARTMENT SUMMARY REPORT

DATE: 08/08/24 TIME: 13:30:50

PAGE: 4

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
SEWER FUND			
38	OPERATION & MAINTENANCE		
1258	REPUBLIC SERVICES #766	147,207.37	1,611.81
1289	CITY OF ROCK FALLS UTILITIES	139,748.39	20,771.50
1853	MOORE TIRES INC.	7,305.88	34.18
219	CRESCENT ELECTRIC SUPPLY CO	120.56	28.81
	MENARDS	5,528.90	15.74
2517	WM CORPORATE SERVICES INC	10,302.54	2,672.37
34	ALTORFER INC.	15,266.09	
4119 4210	USA BLUE BOOK NCL OF WISCONSIN	671.11	491.06
5253	WEX BANK	46 104 26	72.25
533	LECTRONICS, INC.	46,194.26 2,652.72	2,067.21 78.00
651	NICOR	7,328.43	94.04
031	NICOR	7,320.43	94.04
	OPERATION	& MAINTENANCE	27,970.37
WATER FUND			
40	WATER		
1449	QUALITY READY MIX	13,818.13	998.00
2212	ALLIANCE MATERIALS INC	2,487.16	760.17
3082	UNITED RENTALS, INC	1,308.70	1,906.92
4361	FERGUSON WATERWORKS #2516	95,150.96	621.62
4610	MIDWEST CHLORINATING INC	18,525.00	7,000.00
			44 000
	WATER		11,286.71
48	OPERATION & MAINTENANCE		
4.000			
1289	CITY OF ROCK FALLS UTILITIES	139,748.39	7,561.85
1449 1740	QUALITY READY MIX VIKING CHEMICAL CO	13,818.13	2,066.00 2,430.00
2379	STANDARD EQUIPMENT COMPANY	6,780.00 5,168.13	301.93
2718	TOM ROWZEE	425.00	1,015.26
2796	U.S. CELLULAR	1,728.72	474.32
4361	FERGUSON WATERWORKS #2516	95,150.96	904.04
4953	CITY OF ROCHELLE	50.00	50.00
5171	FERGUSON ENTERPRISES LLC	3,316.75	785.00
5253	WEX BANK	46,194.26	1,780.68
5337	PACE ANALYTICAL SERVICES LLC	1,400.00	380.00
5379	HYDRA-STOP LLC		1,451.24
67	B & D SUPPLY CO.	157.78	82.00
884	STERLING STEEL WAREHOUSE INC	1,114.90	236.00
	OPERATION	& MAINTENANCE	19,518.32

DATE: 08/08/24 TIME: 13:30:50

CITI OF ROOM TO DEPARTMENT SUMMARY REPORT CITY OF ROCK FALLS

ID: AP443000.WOW

PAGE: 5

376,011.98

# INVOICES DUE ON/BEFORE 08/09/2024

VENDOR #			PAID THIS SCAL YEAR	AMOUNT DUE
GARBAGE FUN		·		
50	GARBAGE			
1258 2451	REPUBLIC SERVICES #76 MENARDS	14	7,207.37 5,528.90	49,546.54 3.66
		GARBAGE		49,550.20
CUSTOMER SE	ERVICE CENTER CUSTOMER SERVICE CENT	ER		
5366	GILA LLC		1,124.00	505.00
		CUSTOMER SERVICE CENT	ER	505.00
COMMUNITY F	POLICING COMMUNITY POLICING			
T0002640 T0004325 T0005224 T0005889 T0005890	GRUMMERT'S HARDWARE - IMPRINTABLE MEMORIES JJM PRINTING INC ED WADE & ASSOCIATES BUILD-A-PET CLUBHOUSE JORDAN TIDMORE SWEET BUTTS COTTON CA		2,972.94 572.31	18.87 898.47 325.00 100.00 150.00 225.00 200.00
		COMMUNITY POLICING		1,917.34
DRUG FUND 56	DRUG ABUSE			
4981	AT&T MOBILITY		1,901.04	42.21
		DRUG ABUSE		42.21

TOTAL ALL DEPARTMENTS

CITY OF ROCK FALLS DEPARTMENT SUMMARY REPORT

TIME: 15:32:54

ID: AP443000.WOW

PAGE:

1

VENDOR #		F	PAID THIS TISCAL YEAR	AMOUNT DUE
TOURISM 05	TOURISM			
5161 5308 T0004924 T0004925 T0005502 T0005680 T0005893 T0005894 T0005895	CARD SERVICE CENTER HUGHES MEDIA CORP LEAF JOHN ADDUCI GREGORY MENDEZ JAMES HAIRE ALEX MENDEZ ILLINOIS AUDUBON SOC: BILHENRY WALKER JOSEPH GAGNEPAIN TOMMY RIEFE TAMMY WYATT		28,685.58 3,975.00 2,467.28	336.51 795.00 206.46 1,250.00 1,250.00 1,250.00 100.00 2,500.00 1,250.00 1,250.00 50.00
		TOURISM		11,487.97
GENERAL FUN	D ADMINISTRATION			
5015	CIRCUIT CLERK OF LEE CARD SERVICE CENTER CIRCUIT CLERK OF KENI		950.00 28,685.58	350.00 409.47 300.00 1,059.47
04	BUILDING			
5308	LEAF	DULI DING	2,467.28	96.96
		BUILDING		96.96
05	CITY CLERK'S OFFICE			
5015	CARD SERVICE CENTER		28,685.58	21.24
		CITY CLERK'S OFFICE	:	21.24
06	POLICE			
4299 5015	ILEAS CARD SERVICE CENTER		28,685.58	120.00 549.82

ID: AP443000.WOW

CITY OF ROCK FALLS DEPARTMENT SUMMARY REPORT PAGE:

2 TIME: 15:32:54

INVOICES DUE ON/BEFORE 08/16/2024

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUN 06	D POLICE		
5169 752 T0005899	MOTOROLA SOLUTIONS ROCK FALLS AREA DOG CONTROL DEVIN TESKE	1,148.00 1,479.36	1,150.00 482.08 347.30
	POLICE		2,649.20
10	STREET	·	
1279 34 5015 5394 5398 651 T0004412	WILCO RENTAL ALTORFER INC. CARD SERVICE CENTER OLIVIA GUTIERREZ DOUGLAS MALMBERG NICOR PHYSICIANS IMMEDIATE CARE	2,647.72 15,333.37 28,685.58 875.00 570.00 7,422.47	19.99 90.28 37.37 125.00 1,441.62 164.57 60.00
	STREET		1,938.83
12	PUBLIC PROPERTY		
5015 651	CARD SERVICE CENTER NICOR	28,685.58 7,422.47	2,145.08 140.96
	PUBLIC PROPE	RTY	2,286.04
13	FIRE		
2735 4385 4443 5015 5418 T0004412 T0005357	SLIM-N-HANKS DINGES FIRE COMPANY MACQUEEN EQUIPMENT LLC CARD SERVICE CENTER JONAH BASS PHYSICIANS IMMEDIATE CARE TAX-EXEMPT LEASING CORP	1,048.00 22,390.63 5,859.25 28,685.58 82.83	250.00 1,054.00 588.87 71.02 170.84 -50.00 17,117.67
	FIRE		19,202.40

## ELECTRIC FUND

OPERATION & MAINTENANCE

CITY OF ROCK FALLS DEPARTMENT SUMMARY REPORT

TIME: 15:32:54 ID: AP443000.WOW

PAGE: 3

		PAID THIS	
VENDOR #	NAME	FISCAL YEAR	AMOUNT DUE
ELECTRIC FU			
20	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	5,130.80	515.00
1853	MOORE TIRES INC.	7,340.06	53.40
194	GRUMMERT'S HARDWARE - R.F.	3,041.64	57.39
2557	ASPLUNDH TREE EXPERT CO.	53,361.88	14,926.40
283	ANIXTER INC	246,126.87	3,061.65
332	FYR-FYTER, INC.		119.95
34	ALTORFER INC.	15,333.37	1,760.83
4148	BHMG ENGINEERS	121,449.79	59,119.96
4215	POWER LINE SUPPLY	51,917.83	2,178.56
440	IMUA	1,180.00	900.00
4603	SUNBELT SOLOMON SERVICES LLC		61,469.00
4649	TENNESSEE VALLEY PUBLIC POWER		645.75
4730	FLETCHER-REINHARDT CO	11,118.14	1,232.80
4889	KIRBY CABLE SERVICE INC	23,725.00	11,252.50
4938	MICHLIG ENERGY LTD	64,100.61	21,161.40
4941	MUNICIPAL INSUR COOP AGENCY	508,930.28	822.51
5003	PIRTANO	103,937.20	9,388.80
5 <b>01</b> 5	CARD SERVICE CENTER	28,685.58	100.00
5020	GRAYBAR ELECTRIC CO INC	939.96	160.39
5110	KUNES COUNTRY AUTO GROUP	48,615.88	62.17
5380	WINTROY SUPPLY LLC	1,871.35	1,799.97
5419	RENEWAL BY ANDERSON		7,539.00
651	NICOR	7,422.47	287.37
67	B & D SUPPLY CO.	239.78	81.90
T0004412	PHYSICIANS IMMEDIATE CARE		95.00
T0005897	PERFORMANCE HEALTH SUPPLY LLC		4,762.29
	OPERATION	& MAINTENANCE	203,553.99
SEWER FUND			
38	OPERATION & MAINTENANCE		
1853	MOORE TIRES INC.	7,340.06	57.16
194	GRUMMERT'S HARDWARE - R.F.	3,041.64	43.18
4045	SCADAWARE, INC.	562.50	6,217.54
4707	KIMBALL MIDWEST	1,158.52	461.88
5015	CARD SERVICE CENTER	28,685.58	1,753.18
651	NICOR	7,422.47	420.05
T0005569	PORTER BROTHERS	18,354.40	2,250.00
	OPERATION	& MAINTENANCE	11,202.99

DATE: 08/15/24 TIME: 15:32:54

ID: AP443000.WOW

DEPARTMENT SUMMARY REPORT

CITY OF ROCK FALLS PAGE:

VENDOR #	NAME		PAID THIS FISCAL YEAR	AMOUNT DUE
WATER FUND	WATER			
4361	FERGUSON WATERWORKS	#2516	96,676.62	172.31
		WATER		172.31
48	OPERATION & MAINTENA	NCE		
1224	AIRGAS USA LLC		892.11	101.21
194	GRUMMERT'S HARDWARE	- R.F.	3,041.64	66.38
4361	FERGUSON WATERWORKS		96,676.62	1,074.96
5015	CARD SERVICE CENTER		28,685.58	30.46
530	LAYNE CHRISTENSEN CO	MPANY		8,478.00
651	NICOR		7,422.47	140.97
67	B & D SUPPLY CO.		239.78	171.17
		OPERATION & MA	INTENANCE	10,063.15
WATER IEPA 48	REVOLVING LOAN FUND IEPA REVOLVING LOAN I	FUND		
1023	WILLETT, HOFMANN & A	SSOCIATES	171,998.95	18,670.60
		IEPA REVOLVING	LOAN FUND	18,670.60
GARBAGE FUN	D			
50	GARBAGE			
364	GRUMMERTS HARDWARE - DAVE JACKLEY SEWER &	STERLING	357.35	12.12
	FIREHOUSE MINISTRIES		6,103.96	400.00 3,608.83
		GARBAGE		4,020.95
CHSTOMER SE	RVICE CENTER			
51	CUSTOMER SERVICE CENT	ΓER		
5015	CARD SERVICE CENTER		28,685.58	1,117.32
5309	QUADIENT LEASING USA	INC	1,439.82	1,439.82
5366	GILA LLC		1,629.00	24.00
T0004412	PHYSICIANS IMMEDIATE	CARE	_, ,,	95.00
		CUSTOMER SERVI	CE CENTER	2,676.14

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

TIME: 15:32:54

ID: AP443000.WOW

PAGE:

VENDOR #	NAME		PAID FISCAL	THIS YEAR	AMOUNT DUE
COMMUNITY P					
54	COMMUNITY POLICING				
5015	CARD SERVICE CENTER		28,68	35.58	190.78
		COMMUNITY POLICING	G		190.78
DUI FUND					
55	DUI				
2791	KUSTOM SIGNALS, INC.				2,332.32
		DUI			2,332.32
CUSTOMER UT	ILITY DEPOSITS CUSTOMER UTILITY DEP	OSITS	•		
	CHRISTINA DAWSON MARJORIE SNEEK				88.96 85.80
10003030	AMAGONIA BABBA	CUSTOMER UTILITY I	DEPOSITS	5	174.76
		TOTAL ALL DEPARTME	ENTS		291,800.10

# CITY OF ROCK FALLS

<b>ORDINANCE NO.</b> 2024–2659
ORDINANCE AMENDING CHAPTER 20 OF THE ROCK FALLS MUNICIPAL CODE RELATING TO NUISANCE GREENERY
ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS
THIS DAY OF, 2024

ORDINANCE NO.	2024–2659

# ORDINANCE AMENDING CHAPTER 20 OF THE ROCK FALLS MUNICIPAL CODE RELATING TO NUISANCE GREENERY

WHEREAS, Section 11-20-7 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes the corporate authorities of any municipality to provide for the removal of nuisance greenery from any parcel of private property within the municipality; and

WHEREAS, the Mayor and City Council (collectively, the "Corporate Authorities") of the City of Rock Falls (the "City") have been approached by numerous residents of the City with respect to the existence of nuisance greenery within the City, specifically related to crops such as corn that are commonly grown upon land zoned as agricultural; and

**WHEREAS**, the Corporate Authorities desire and find it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to the removal of nuisance greenery within the City, 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 City hereby finds that all of the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by this reference.

**SECTION 2**: Chapter 20, Article II, Section 20-45(a) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

# "Sec. 20-45. - Additional height restrictions.

- (a) It is unlawful for anyone to permit any weeds, grass, plants or crops (excepting on properties zoned A-1 under the city's zoning ordinances), other than trees, bushes, flowers or other ornamental plants, to grow to a height exceeding eight inches within the city, except as permitted by the provisions of section 20-48. Any such plants, weeds or crops exceeding such height are hereby declared to be a nuisance."
- **SECTION 3:** In all other respects, Chapter 20, Article II of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.
- **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 Clerk is directed to publish this Ordinance in pamphlet form.

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

Approved this day of	, 2024.
	Mayor
ATTEST:	
City Clerk	_
City Cicik	
AYE	NAY

# CITY OF ROCK FALLS

ORDINANCE NO	2024-2660
ORDINANCE AMENI OF THE ROCK FALLS RELATING TO SIDEWA WITHIN THE DOWNTO	MUNICIPAL CODE LK SNOW REMOVAL
 ADOPTED	BY THE
CITY COU	UNCIL
OF TH	HE
CITY OF ROO	CK FALLS
THIS DAY OF _	, 2024

ORDINANCE NO.	2024-2660
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# ORDINANCE AMENDING CHAPTER 26 OF THE ROCK FALLS MUNICIPAL CODE RELATING TO SIDEWALK SNOW REMOVAL WITHIN THE DOWNTOWN BUSINESS AREA

WHEREAS, Section 11-80-13 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.), provides that municipalities may regulate and require the owners or occupants of any premises to keep abutting sidewalks free from snow and other obstructions; and

**WHEREAS**, the Mayor and City Council (collectively, the "Corporate Authorities") of the City of Rock Falls (the "City") have discussed the needs of the City with respect to the removal of snow and other obstructions from sidewalks; and

WHEREAS, the Mayor and City Council of the City have determined it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to the removal of snow and other obstructions from sidewalks, 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 City hereby finds that all of the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by this reference.

**SECTION 2**: Chapter 26, Article I of the Rock Falls Municipal Code, as amended, shall be further amended by the addition of a new Section 26-25 entitled "Sidewalk snow removal" to read as follows:

# "Sec. 26-25. - Sidewalk snow removal.

Owners and occupants of property fronting or abutting a paved, public sidewalk within the city's downtown business area (as defined in Section 18-158) shall, within 24 hours after a snowfall or freezing precipitation, remove any snow or ice from such sidewalk or, if the snow or ice are too hard to remove, cover the sidewalk with salt or an abrasive material. The city may contract for the removal of the snow or ice if the owner or occupant fails to do so and, in that event, the owner or occupant shall be responsible for the cost of such removal and shall reimburse the city therefor. In addition, an owner or occupant found guilty of a violation of this section shall be punished by a fine of not less than \$100.00 nor more than \$750.00."

**SECTION 3:** In all other respects, Chapter 26, Articles I of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

**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 Clerk is directed to publish this Ordinance in pamphlet form.

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

Approved this day of	, 2024.
	 Mayor
ATTEST:	
City Clerk	_
AYE	NAY
· 	

# CITY OF ROCK FALLS

	ORDINANCE NO. 2024-2661
ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY (PART OF PIN: 11-34-201-006 AND 11-34-201-007)	
	ADOPTED BY THE
	CITY COUNCIL
	OF THE
	CITY OF ROCK FALLS
	THIS, 2024

# **ORDINANCE NO.** 2024–2661

# ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY (PART OF PIN: 11-34-201-006 AND 11-34-201-007)

- **WHEREAS**, there exists certain property owned by Keith A. Tompkins and Tammy J. Tompkins (collectively, "Seller") located within the corporate limits of the City of Rock Falls (the "City"), and being more particularly described on <u>Exhibit A</u> attached hereto (the "Real Property"); and
- **WHEREAS**, pursuant to Sections 2-2-12 and 11-76.1-1 of the Illinois Municipal Code, the City may purchase, acquire and hold real property for public purposes; and
- **WHEREAS**, the Mayor and City Council of the City (collectively, the "Corporate Authorities") desire to purchase and acquire the Real Property on behalf of the City; and
- WHEREAS, a Real Estate Agreement in the form attached hereto as <a href="Exhibit B">Exhibit B</a> (the "Contract") has been prepared for the sale and purchase of the Real Property for the total price of \$30,000.00 (the "Purchase Price"), which the Mayor has signed and which the Corporate Authorities intend to accept; and
- **WHEREAS**, the Corporate Authorities find and determine that the best interests of the City and its residents will be served by acceptance of the Contract by the City for the purchase of the Real Property upon the terms of the Contract.
- **NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and City Council of the City of Rock Falls, Whiteside County, Illinois as follows:
- **SECTION 1**: The preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.
- **SECTION 2**: The Contract is hereby accepted by the Corporate Authorities for the purchase of the Real Property for the Purchase Price, all upon the terms of the Contract.
- **SECTION 3**: The Mayor is hereby authorized and directed to sign the Contract for the purchase of the Real Property, which Contract shall be substantially in the form attached hereto as Exhibit B.
- **SECTION 4**: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effectuate the conveyance herein authorized.
- **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**: If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 7**: All ordinances, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

**SECTION 8:** This Ordinance shall be in full force and effect from and after its passage, adoption and approval by the affirmative vote of at least two-thirds of the elected corporate authorities then holding office, in the manner provided by law.

**SECTION 9:** The City Clerk is hereby directed to publish this Ordinance at least twice within thirty (30) days following its passage in one or more newspapers with a general circulation within the City.

Approved this day of	, 2024.
ATTEST:	Mayor
City Clerk	
AYE	NAY

# EXHIBIT A

Legal TBD pending survey

PIN: pt of 11-34-201-006 and 11-34-201-007

# EXHIBIT B

(attach real estate contract)

# REAL ESTATE AGREEMENT

THIS REAL ESTATE AGREEMENT (this "<u>Agreement</u>") is entered into as of ,2024 (the "<u>Effective Date</u>"), by and between KEITH A. TOMPKINS and TAMMY J. TOMPKINS, of 1600 Riverdale Road #20, Rock Falls, Illinois 61071 (collectively, "<u>Seller</u>"), and the CITY OF ROCK FALLS, an Illinois municipal corporation, of 603 W. 10th Street, Rock Falls, Illinois 61071 ("<u>Buyer</u>"). Within this Agreement, Seller and Buyer may hereinafter occasionally be referred to individually as a "<u>Party</u>" and referred to collectively as the "<u>Parties</u>."

#### WITNESSETH:

WHEREAS, Seller is the fee simple title holder to parcels of real property: (i) a parcel in Rock Falls, Illinois 61071, P.I.N. 11-34-201-006 ("<u>Parcel 1</u>"); and (ii) the property commonly known as 909 E. 11th Street, Rock Falls, Illinois 61071, P.I.N. 11-34-201-007 ("<u>Parcel 2</u>");

WHEREAS, Buyer is the fee simple title holder to the following parcel of real property that is adjacent to Parcel 1 and Parcel 2, commonly known as 905 E. 11th Street, Rock Falls, Illinois 61071, P.I.N. 11-34-201-005; and

**WHEREAS,** Seller agrees to sell, and Buyer agrees to purchase, specific portions of Parcel 1 and Parcel 2, subject to the terms and conditions of this Agreement.

- **NOW, THEREFORE,** in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:
- Section 1. <u>Incorporation of Recitals</u>. The recitals contained in the preamble of this Agreement are hereby incorporated into this Section 1 as of fully set forth herein.
- **Section 2.** Sale and Purchase. Subject to the terms and conditions of this Agreement, at the Closing (as hereinafter defined), Seller shall sell, transfer, convey, and deliver to Buyer, and Buyer shall purchase and acquire all of Seller's right, title, and interest in specific portions of Parcel 1 and Parcel 2, described as follows, to wit:

See **EXHIBIT** A, attached hereto and incorporated herein by reference (the "Real Estate"),

subject to real estate taxes for all years, which Buyer assumes and agrees to pay, further subject to any and all existing rights-of-way for public highways, utilities, and drainage, and further subject to all existing easements, covenants, restrictions, and reservations of record.

Section 3. <u>Purchase Price</u>. The purchase price for the Real Estate shall be THIRTY THOUSAND and 00/100 DOLLARS (\$30,000.00) (the "<u>Purchase Price</u>"), which shall be paid by Buyer to Seller via cash, certified check or wire transfer of immediately available funds at the Closing.

- **Section 4.** Real Estate Taxes. Buyer shall be responsible for the payment of all real estate taxes that are assessed and levied against the Real Estate for 2024 and all subsequent years. The Parties agree that there shall be no prorations or credits for real estate taxes.
- Section 5. Closing. The Closing of the transaction that is contemplated under this Agreement (the "Closing") shall take place on the date that is sixty (60) days from the Effective Date, or on such other date, as may be mutually be agreed upon by the Parties (the "Closing Date"), at the office of H.B. Wilkinson Title Company, Sterling, Illinois 61081 (the "Title Company"). The Closing shall be successfully completed upon the delivery of a good, sufficient, and legally recordable special warranty deed (the "Deed") from Seller that conveys title to the Real Estate to Buyer, subject to the terms and conditions of this Agreement, provided that: (i) the title in the Real Estate is merchantable in Seller at the time of delivery of the Deed; and (ii) a title insurance policy, insuring Buyer in the amount of the Purchase Price, has been furnished to Buyer by Seller. Buyer shall be responsible for paying all Closing costs and expenses.
- **Section 6. Possession.** Seller shall deliver possession of the Real Estate to Buyer at the Closing.
- Section 7. <u>Abandonment of Personal Property</u>. Seller agrees that, following the Closing, any personal property that is located on the Real Estate, if any, shall be considered abandoned and may be disposed of by Buyer in its sole discretion. Buyer shall pay the costs and expenses of such disposal.
- **Section 8.** <u>Survey</u>. At least fifteen (15) days prior to the Closing, Buyer shall, at its sole cost and expense, cause a survey of the Real Estate ("<u>Survey</u>") to be prepared by a licensed surveyor who is selected by Buyer.
- Section 9. <u>Title Commitment</u>. Prior to the Closing, at Buyer's option and expense, Seller shall furnish a commitment for title insurance to Buyer that is issued by the Title Company, showing merchantable title in the Real Estate in Seller, and committing the Title Company to issue an ALTA Owner's Policy to Buyer, insuring title to the Real Estate in Buyer for the amount of the Purchase Price. The cost and expense of the title policy, including, but not limited to, any endorsements to the title policy and any necessary later date search, shall be paid by Buyer.

Permissible exceptions to the title in the Real Estate shall only include:

- (a) The lien of general taxes not yet payable;
- **(b)** Zoning and building laws and ordinances;
- (c) Easements of record for utilities, drainage, public roads, highways, and improvements; and
- (d) Covenants, conditions, and restrictions of record (collectively, the "Permitted Exceptions").

If title evidence discloses, beyond the mere listing as a standard title exception in the commonly accepted ALTA title insurance policy, title exceptions—other than the Permitted Exceptions—then Buyer shall give notice of such title exceptions to Seller within a reasonable time before the Closing. Seller shall have a reasonable time to have such title exceptions removed. Buyer agrees to pay all costs and expenses that are associated with the removal of any such title exceptions.

- Section 10. <u>Transfer Tax Declaration</u>. Seller shall execute, and deliver the real estate transfer declaration of the Department of Revenue. In addition, Seller shall execute and deliver any additional documents or affidavits that are reasonably required by the Recorder of Deeds. Buyer shall assist in the preparation of all such documents, at its expense, on behalf of Seller. Buyer shall further pay the transfer tax on behalf of Seller.
- **Section 11.** Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer, all of which shall be true and correct as of the Effective Date and the Closing Date:
  - (a) Seller is the owner of the fee simple interest in the Real Estate and has full power and authority to own the Real Estate and to convey the Real Estate.
  - (b) Seller has good, merchantable title to the Real Estate, which is free and clear of all mortgages, liens, security interests, charges, claims, restrictions, and other encumbrances, of every kind and nature, and there shall be no restrictions on the transfer of the Real Estate at the time of the Closing.
  - (c) There are no rights of first refusal to purchase the Real Estate, any portion thereof, or any interest therein.
  - (d) There is no pending or threatening condemnation or similar proceeding affecting the Real Estate or any portion thereof.
  - (e) There are no claims, actions, suits, or other legal administrative proceedings that are pending or threatened against or involving Seller or the Real Estate that could affect the Closing, and there are no facts that may result in any such claims, actions, suits, or other legal administrative proceedings.
  - (f) There are no judgments, orders, or stipulations against Seller or the Real Estate that could affect the Closing.
  - (g) All representations and warranties of Seller that appear in this Section 11, and all other Sections of this Agreement, are true, correct, and complete and shall survive the Closing.
- Section 12. <u>Default; Termination</u>. In the event of a default by Seller under the terms and conditions of this Agreement, and such default continues for a period of ten (10) days after

written notice thereof from Buyer to Seller, Buyer shall have the option to either: (i) terminate this Agreement; or (ii) seek any and all other remedies, legal or equitable, available to Buyer.

In the event of a default by Buyer under the terms and conditions of this Agreement, and such default continues for a period of ten (10) days after written notice thereof from Seller to Buyer, Seller shall have the option to either: (i) terminate this Agreement; or (ii) seek any and all other remedies, legal or equitable, available to Seller.

**Section 13. Internal Revenue Service Requirements.** The Parties agree to furnish, execute, and deliver all documentation and information that is necessary to comply with the reporting requirements of Section 6045(e) and Section 1445 of the Internal Revenue Code.

# Section 14. <u>Miscellaneous</u>.

- **14.1.** Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.
- 14.2. <u>Costs and Expenses</u>. Buyer agrees that Seller shall not be responsible for paying any costs or expenses that area associated with this Agreement. In addition to the costs and expenses that are expressly outlined in this Agreement as being the responsibility of Buyer, Buyer agrees to pay any and all other costs and expenses that Buyer determines are necessary to effectuate the Closing, including, but not limited to, Buyer's attorneys' fees.
- **14.3.** Merger. Any continuing obligations of the Parties that are contained herein shall not be merged in the Deed.
- 14.4. <u>Timeliness</u>. The Parties agree that time is of the essence for the performance of this Agreement.
- 14.5. <u>Counterparts</u>. This Agreement may be executed in one (1) or more counterparts, each counterpart of which shall be deemed an original, and all counterparts of which shall be deemed to constitute a single instrument. For purposes of executing this Agreement, a document (or signature page thereto) signed and transmitted by facsimile, PDF, or other electronic means (including via DocuSign) is to be treated as an original document.
- **14.6.** <u>Amendment.</u> This Agreement may only be amended by a written document, executed by the Parties.
- **14.7. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, and assigns.
- 14.8. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties, and this Agreement supersedes all prior agreements and understandings between the Parties that pertains to the Real Estate, whether written or oral.

Date.
SELLER:
Keith A. Tompkins
Tammy J. Tompkins
BUYER:
City of Rock Falls, an Illinois municipal corporation
By:
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective

# EXHIBIT A

# **REAL ESTATE**

**Legal Description:** TBD pending survey

**PIN:** Part of 11-34-201-006 and part of 11-34-201-007

# CHANGE ORDER

	Change Order Number	1
	Date	July 31, 2024
	Agreement Date	July 22, 2024
Project Name	Micro Industries Building Demolition Project	
Owner	City of Rock Falls, Illinois	
Contractor	McDonagh Demolition, Inc.	
The following c	hanges are hereby made to the CONTRACT DOCUMENTS:	
	posal of hazardous materials discovered prior to start of demolit	ion work
	nized breakdown.	ion work.
	Original CONTRACT PRICE:	\$ 799,700.00
Current	CONTRACT PRICE adjusted by previous CHANGE ORDERS	\$ 799,700.00
The	e change in CONTRACT PRICE due to this CHANGE ORDER	\$ 35,898.50
Т	he new CONTRACT PRICE including this CHANGE ORDER	\$ 835,598.50
	CONTRACT TIME: New completion date will be	no change
APPROVALS R	EQUIRED:	
Owner		Date
S/ -		alal.
- De	ha	2/9/24
Contractor		Date
م مرحط	21/12/1	
have	DAA I NAME.	July 31, 2024
Engineer	A 1	Date



7243 W. Touhy, Chicago, IL 60631 T: 773-276-7707 F: 773-276-7723 www.mcdonaghdemo.com

7/30/24

Mr. Tom Houck Willett, Hoffman & Associates, Inc. 809 E. 2<sup>nd</sup> St. Dixon. IL 61021

Re: Change Order Request - Hazardous Material Removal and Disposal

Mr. Houck,

As we walked the interior of the demolition project at 200 W. 2<sup>nd</sup> Street, we noticed the presence of refrigerants and other hazardous materials inside the building. We would like to provide you with a detailed breakdown of the additional services included in the attached change order. Understanding the necessity and basis for these costs is essential to ensure compliance and safety during the demolition process.

Breakdown of Additional Services:

#### Refrigerant Recovery - \$1,785.00

- Explanation: Many older structures contain refrigeration units that may contain harmful refrigerants.
   Proper recovery of these substances is mandated by environmental regulations to prevent their release into the atmosphere.
- Basis for Cost: This cost includes labor, specialized equipment, and certification fees required to safely recover and dispose of refrigerants according to EPA guidelines.

#### Hydraulic Fluid Disposal - \$250.00

- Explanation: If present, hydraulic fluids must be properly disposed of to prevent contamination of soil and water. This is crucial, especially if the fluid is characterized as hazardous waste.
- Basis for Cost: This fee covers characterization tests by the disposal company and the subsequent safe disposal of the fluid.
  - NOTE: If the fluid is determined not to be hydraulic oil, there may be additional charges depending on its classification.

## Universal Waste Collection - \$21,600.00

- Explanation: This service involves our team collecting any universal waste items from the site before demolition begins. This proactive approach minimizes risks and ensures that the site is compliant with environmental standards.
- Basis for Cost: This fee includes labor ensuring that we manage this waste responsibly and legally.

# Universal Waste Disposal - \$9,000.00

- Explanation: Universal waste includes items such as multiple 300 Gallon oil containers, certain types of light bulbs and ballasts, and other hazardous materials. These items must be disposed of in compliance with local and federal regulations to ensure public safety and environmental protection.
- Basis for Cost: The cost covers transportation, and disposal fees from licensed facilities equipped to handle universal waste.

Subtotal Change Order Amount: \$32,635.00

PLUS 10%:

\$3,263.50

**Change Order Amount:** 

\$35,898.50

These additional services are vital for ensuring that the demolition process adheres to all regulatory requirements, thereby safeguarding both the environment and the community. By addressing these issues now, we aim to streamline the demolition process and avoid potential delays or penalties that could arise from non-compliance.

We appreciate your understanding and support as we navigate these necessary steps. Should you have any further questions or require additional information regarding these services or their associated costs, please do not hesitate to reach out.

Thank you for your continued partnership.

Steve Mueller

**Project Manager** 

# CHANGE ORDER

	Change Order Number	r2	
	Date	August 7, 2024	
Project Name	RBW District Control Room and Toilet Room Project		
Owner	City of Rock Falls, Illinois		
Contractor	Gensini Excavating		
The following cl	hanges are hereby made to the CONTRACT DOCUMENTS:		
J			
Add work descri	bed on RFP 2 - herewith attached		
	Original CONTRACT PRICE:	\$ 839,985	30
Current	CONTRACT PRICE adjusted by previous CHANGE ORDERS:	\$ 923,235	30
Th	e change in CONTRACT PRICE due to this CHANGE ORDER:	\$ 19,750	00
7	The new CONTRACT PRICE including this CHANGE ORDER:	\$ 942,985	30
	CONTRACT TIME: increase	<u></u>	
APPROVALS R	EQUIRED:		
Owner		Date	
011.1 10 1		8/7/2024	
Michael Garlo	rud	0///2024	
Contractor		Date	
those .	as its Mare		
INMA	es W. How		
J		August 7, 2024	
Engineer	•	Date	

# REQUEST FOR PROPOSAL

Request No. 2 Date of Issuance: <u>June 24, 2024</u> WHA Project Number: <u>1503D22</u>
Project: City of Rock Falls – RB&W District Park Control Room and Toilet Room Project
Contractor: Gensini Excavating, 10602 Highway 26, Princeton, IL 61356
Architect\Engineer: Willett Hofmann & Associates, Inc., 809 East Second Street, Dixon, Illinois
You are requested to provide a proposal for the following Work to be performed in accordance with the terms of the Contract Documents for the above referenced project.
Install additional concrete walk, install drain pipe, connect downspouts to new drain pipe, and install mulch and edging as shown on the attached drawings.
This is NOT an authorization to proceed with the work described above. The Architect/Engineer and Owner shall evaluate this Proposal. If the terms of the Proposal are acceptable to the Architect/Engineer ar Owner, a Change Order will be issued to modify the Contract for Construction.
CONTRACTOR PROPOSAL:
(Name of Contractor) <u>Gensini Excavating</u> , shall perform the Work described above in accordance with the Contract Documents for the above referenced project for the following terms:
COST: The Contract Sum will be increased / decreased by the following amount: (Stated in both words and figures, in case of a discrepancy, the amount given in words shall govern)
Nineteen Thousand Seven Hundred Fifty and 00/100 Dollars Dollars (\$_19,750.00).
TIME: Proposed additional time requested:
SIGNATURE:
General Contractor: Gensini Excavating, Inc. Date: 8/5/24
Submitted By:Mike Garland Date:8/5/24

From:

Mike Garland

To:

Thomas Houck

Subject:

[EXTERNAL]Concrete Pad

Date:

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## Tom,

# The following is a breakdown:

132 SF Concrete pad, excavation, and Agg base	\$4,800.00
145 feet of 6" pipe	\$8,700.00
3 Each connect to downspouts	\$2,000.00
2 Each Cleanouts	\$1,000.00
3 Each Splash Blocks	\$1,500.00
600 SF of Mulch 4"	\$1,750.00

Total Price =

\$19,750.00

Here is a breakdown of prices for the additional work on the park.

Let me know if they want to proceed.

Thanks,

Mike Garland Gensini Excavating, Inc. 10602 Highway 26 Princeton, IL 61356 CELL 815.830.8029



