

# 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

October 6, 2020  
6:30 p.m.

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

## **Audience Requests**

## **Community Affairs**

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

## **Consent Agenda**

1. Approval of the Minutes of the September 15, 2020 Regular Council Meeting
2. Approval of bills as presented
3. Approve Letter of Engagement of Ice Miller LLP 200 W. Madison Street, Chicago IL 60606-3417 as bond counsel for the issuance of General Obligation Debt Certificates, Series 2020

## **Ordinances 1<sup>st</sup> Reading:**

1. Ordinance 2020-2499 Amending Chapter 18, Article VI, Section 18-152 of the Rock Falls Municipal Code Prohibiting Parking Along Portions of Wolf Creek Drive

## **Resolution 2020-853:**

1. Resolution 2020-853 - Resolution Waiving Customary Practice of First and Second Reading for Adoption of Ordinance in Relation to General Obligation Refunding Debt Certificates, Series 2020

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

1. Ordinance 2020-2496 Authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital related projects in and for the City of Rock Falls, Whiteside County, Illinois, and authorizing and providing for the issue of not to exceed \$2,427,000 General Obligation Refunding Debt Certificates, Series 2020, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and

- providing security for and means of payment under the Agreement of the Certificates
2. Ordinance 2020-2497 Sale of Electric Department Surplus Property
  3. Ordinance 2020-2498 Ordinance Authorizing Transfer of Real Property in Connection with the City's Homestead Program (215 Avenue C, Rock Falls, IL 61071)

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

1. Approval and ratification of emergency repair as authorized by the Mayor and City Administrator for the repair of a sink hole on W 2<sup>nd</sup> St and 12<sup>th</sup> Ave in the amount of \$20,340.23. Helm Group 2883 Rt 20, East Freeport, IL in the amount of \$18,996.28 and Willett, Hofmann & Associates in the amount of \$1,343.95.

#### **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 - Finance/Insurance/Investment Committee Chairman

##### **Ward 2**

Alderman Brian Snow - Building Code Committee Chairman  
Alderman Casey Babel

##### **Ward 3**

Alderman Jim Schuneman - Utility Committee Chairman/Tourism Committee Chairman

1. Approve a lease agreement with Quadiant Leasing USA, Inc., 478 Wheelers Farms Road, Milford CT 06461 in the amount of \$479.94 per month for 60 months for a folding machine in the Utility Office.
2. Approval for the Water Department to install a 12" isolation Insta Valve north of Coloma Homes. Estimated cost for the project will be \$15,00.00.
3. Resolution 2020-852 - Resolution approving the Bylaws of the Rock River Watershed Group
4. Approval of Change Order No. 4 with Gensini Excavating, 10602 Highway 26, Princeton, IL 61356 for directional boring and reinstating broken I-Fiber Line in the amount of \$23,657.82

Alderman Rod Kleckler - Public Works/Public Property Committee Chairman

1. Approve extension of Laydown and Storage Lease with Commonwealth Edison Company - Extension Term to be February 1, 2021 through June 1, 2021

##### **Ward 4**

Alderman Lee Folsom - Police/Fire Committee Chairman  
Alderman Violet Sobottka - Ordinance/License/Personnel/Safety Committee Chairman

1. Approval of revised job description for Fiber Outside Plant Supervisor

#### **Mayor's Report**

1. Approve the appointment of Chris King to the Whiteside/Carroll County Enterprise Zone Board for a term to run from October 2020 through October 2023

**Executive Session**

1. Section 2(c)(2) – Collective negotiating matters and deliberations concerning salary schedules

**Action Taken from Executive Session****Adjournment**

Next City Council meeting – October 20, 2020 at 6:30 p.m.

Posted: October 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.

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

September 15, 2020

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. September 15, 2020 in the Council Chambers by Mayor William B. Wescott.

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

Chasity Nichols addressed the City Council with concerns that she has had in dealing with the Police Department.

Consent Agenda items 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the September 1, 2020 Regular City Council Meeting
2. Approval of bills as presented

A motion was made by Alderman Schuneman and second by Alderman Wangelin to approve Consent Agenda items 1 and 2.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Ordinance 2020-2492 - Amending Chapter 2, Article VII of the Rock Falls Municipal Code Abolishing the Position of City Collector.

**Vote 6 aye, motion carried.**

Ordinance 2020-2492 and 2020-2493 was removed from the agenda.

A motion was made by Alderman Palmer and second by Alderman Wangelin to approve Ordinance 2020-2495 - Ordinance Pertaining to the Local CURES Program.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Offer to Purchase Real Estate from Jane Hampton Trust 514 E 27<sup>th</sup> Street, Sterling IL 61081 in the amount of \$30,000.00 for Parcel No. 11-28-276-011.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Palmer to approve Resolution 2020-581 - Resolution in Response to Presidential Memorandum on Deferring Payroll Tax Obligations in Light of COVID-19 Disaster.

**Vote 6 aye, motion carried.**

Resolution 2020-580 was removed from the agenda.

A motion was made by Alderman Schuneman and second by Alderman Babel to waive the bidding process for purchase and installation of amphitheater roof at the RB&W Park.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve the purchase and installation of a custom Winkler 44' x 36' Paramount roof for the amphitheater at RB&W Park from Midwest Building and Composting, Inc. 251 Ashland Road, Pleasant Plains, IL 62677 in the amount of \$106,474.00.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Babel to enter into Executive Session for the purpose of:

1. Section 2(c)(6) – Limited to actual setting of price for sale or lease of public property

**Vote 6 aye, motion carried. (6:59 p.m.)**

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

**Vote 6 aye, motion carried. (7:27 p.m.)**

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

**Viva Voce Vote, motion carried. (7:30 p.m.)**

  
Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 10/06/2020

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:

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Tourism		5364.83
General Fund		64203.63
Industrial Development Fund		110.00
TIF-Downtown Redevelopment		150653.50
Electric		1445999.70
Fiber Optic Broadband	Taxable	231793.47
	Tax Exempt	39984.44
Sewer		142821.92
Water		110285.88
Garbage Fund		43181.26
Customer Service Center		5495.83
DUI Funds		180.00
Motor Fuel Tax Fund		243.03
Customer Utility Deposit		\$226.73
		\$2,240,544.22

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 09/18/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	9.15
200	COM ED	652.70	20.86
T0003035	BYERS ENTERPRISES LLC	1,075.00	325.00
	TOURISM		355.01
GENERAL FUND			
01	ADMINISTRATION		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	9.15
1472	WARD, MURRAY, PACE & JOHNSON	29,011.50	911.20
4331	CIRCUIT CLERK OF LEE COUNTY	1,100.00	100.00
4333	CIRCUIT CLERK OF OGLE COUNTY	500.00	300.00
795	SBM BUSINESS EQUIPMENT CENTER	4,470.17	14.50
	ADMINISTRATION		1,334.85
02	CITY ADMINISTRATOR		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	4.57
795	SBM BUSINESS EQUIPMENT CENTER	4,470.17	14.50
	CITY ADMINISTRATOR		19.07
04	BUILDING		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	18.30
4827	KELLEY WILLIAMSON COMPANY	4,417.82	33.30
795	SBM BUSINESS EQUIPMENT CENTER	4,470.17	75.27
	BUILDING		126.87
05	CITY CLERK'S OFFICE		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	18.30
688	PITNEY BOWES INC	80.74	9.28
795	SBM BUSINESS EQUIPMENT CENTER	4,470.17	107.00
	CITY CLERK'S OFFICE		134.58

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	1,441.89
1448	IL DEPT OF INNOVATION &	1,593.72	398.43
1853	MOORE TIRES INC.	4,235.55	25.78
350	GISI BROS. INC.	3,948.67	357.28
4796	VERIZON WIRELESS	6,097.17	284.02
651	NICOR	8,407.17	33.85
683	P. F. PETTIBONE & CO.	99.00	17.00
752	ROCK FALLS AREA DOG CONTROL	1,987.68	480.42
T0005288	VH BLACKINTON CO, INC		12.00
	POLICE		3,050.67
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	3,170.00	750.00
	CODE HEARING DEPARTMENT		750.00
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	1,354.62
1466	ALARM DETECTION SYSTEMS, INC.	3,611.97	477.33
194	GRUMMERT'S HARDWARE - R.F.	2,222.86	7.22
219	CRESCENT ELECTRIC	6,564.47	51.37
2611	FISCH MOTORS INC	307.00	34.00
34	ALTORFER INC.	812,655.68	66.90
4207	O'REILLY AUTOMOTIVE INC	1,420.48	118.47
4226	RYAN'S TREE SERVICE, INC.		3,250.00
4775	BIRKEY'S FARM STORE INC	265.42	35.08
4827	KELLEY WILLIAMSON COMPANY	4,417.82	606.32
55	ARAMARK UNIFORM SERVICES, INC.	3,959.66	97.47
651	NICOR	8,407.17	134.50
T0004455	ROCK RIVER CARTAGE INC	994.73	2,539.37
	STREET		8,772.65
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	3,421.19
631	MURRAY & SONS EXCAVATING, INC	109,847.20	2,537.50
651	NICOR	8,407.17	121.27

INVOICES DUE ON/BEFORE 09/18/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
12	PUBLIC PROPERTY		
795	SBM BUSINESS EQUIPMENT CENTER	4,470.17	119.00
	PUBLIC PROPERTY		6,198.96
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	1,404.55
4447	FRANK'S SMALL ENGINE REPAIR	75.24	10.00
4866	LOESCHER	372.50	228.65
651	NICOR	8,407.17	101.58
	FIRE		1,744.78
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
4011	SAUK VALLEY BANK & TRUST CO.	45,870.30	119,555.00
T0005372	MIDWEST BUILDINGS		31,098.50
	DOWNTOWN REDEVELOPMENT		150,653.50
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	7,195.22
1853	MOORE TIRES INC.	4,235.55	25.99
194	GRUMMERT'S HARDWARE - R.F.	2,222.86	5.38
2557	ASPLUNDH TREE EXPERT CO.	96,704.16	7,499.30
2611	FISCH MOTORS INC	307.00	222.00
4011	SAUK VALLEY BANK & TRUST CO.	45,870.30	405,550.00
4148	BHMG ENGINEERS	193,717.61	23,750.00
4207	O'REILLY AUTOMOTIVE INC	1,420.48	359.70
4215	POWER LINE SUPPLY	15,642.17	2,490.34
4226	RYAN'S TREE SERVICE, INC.		1,925.00
437	ILLINOIS MUNICIPAL ELECTRIC	1,567,545.77	532,545.87
4548	ELEVATOR CONSTRUCTION	6,337.50	585.00
4795	WESTWOOD MACHINE & TOOL CO	1,606.00	4,239.00
4889	KIRBY CABLE SERVICE INC		7,280.00
5008	POWER SYSTEM ENGINEERING INC	30,163.25	6,417.08
5127	JM TEST SYSTEMS	419.00	551.71
5296	BRADFORD SUPPLY CO	121.54	3.93

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CITY OF ROCK FALLS  
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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
533	ELECTRONICS, INC.	3,324.50	121.00
651	NICOR	8,407.17	247.50
795	SBM BUSINESS EQUIPMENT CENTER	4,470.17	145.83
964	UUSCO	14,163.00	210.00
	OPERATION & MAINTENANCE		1,001,369.85
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4011	SAUK VALLEY BANK & TRUST CO.	45,870.30	231,000.00
	FIBER OPTIC BROADBAND/TAXABLE		231,000.00
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
4011	SAUK VALLEY BANK & TRUST CO.	45,870.30	38,700.00
	FIBER OPTIC BROADBAND/TXEXEMPT		38,700.00
SEWER FUND			
30	SEWER		
4011	SAUK VALLEY BANK & TRUST CO.	45,870.30	96,750.00
	SEWER		96,750.00
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	20,087.78
200	COM ED	652.70	170.00
34	ALTORFER INC.	812,655.68	29.28
423	AT&T	4,204.02	358.73
4796	VERIZON WIRELESS	6,097.17	161.35
4827	KELLEY WILLIAMSON COMPANY	4,417.82	508.76
651	NICOR	8,407.17	120.85
	OPERATION & MAINTENANCE		21,436.75

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
40	WATER		
4011	SAUK VALLEY BANK & TRUST CO.	45,870.30	72,875.00
4361	FERGUSON WATERWORKS #2516	41,490.57	2,057.19
	WATER		74,932.19
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,670.96	43.46
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	5,565.19
131	BURGER BROTHERS INC	3,331.25	900.00
1449	QUALITY READY MIX	11,831.13	2,466.25
194	GRUMMERT'S HARDWARE - R.F.	2,222.86	82.75
2212	ALLIANCE MATERIALS, INC.	1,742.59	45.44
2606	MIKE'S REPAIR SERVICE	586.69	1,131.95
34	ALTORFER INC.	812,655.68	927.69
4827	KELLEY WILLIAMSON COMPANY	4,417.82	405.67
5296	BRADFORD SUPPLY CO	121.54	180.58
631	MURRAY & SONS EXCAVATING, INC	109,847.20	2,310.90
651	NICOR	8,407.17	242.63
T0004455	ROCK RIVER CARTAGE INC	994.73	555.04
T0005373	RICK BLUMHOFF		200.00
	OPERATION & MAINTENANCE		15,057.55
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1289	CITY OF ROCK FALLS UTILITIES	192,852.65	32.02
688	PITNEY BOWES INC	80.74	9.28
	CUSTOMER SERVICE CENTER		41.30
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS, INC.	1,742.59	243.03
	MOTOR FUEL TAX		243.03

CUSTOMER UTILITY DEPOSITS

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005371	VICTOR RODRIGUEZ		77.12
	CUSTOMER UTILITY DEPOSITS		77.12
	TOTAL ALL DEPARTMENTS		1,652,748.73

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 09/21/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
04	BUILDING		
5253	WEX BANK	21,890.32	200.55
	BUILDING		200.55
06	POLICE		
5253	WEX BANK	21,890.32	2,636.63
	POLICE		2,636.63
10	STREET		
5253	WEX BANK	21,890.32	386.07
	STREET		386.07
13	FIRE		
5253	WEX BANK	21,890.32	587.44
	FIRE		587.44
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5253	WEX BANK	21,890.32	1,582.54
	OPERATION & MAINTENANCE		1,582.54
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5253	WEX BANK	21,890.32	173.70
	FIBER OPTIC BROADBAND/TAXABLE		173.70
SEWER FUND			
38	OPERATION & MAINTENANCE		

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-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
5253	WEX BANK	21,890.32	455.30
	OPERATION & MAINTENANCE		455.30
WATER FUND			
48	OPERATION & MAINTENANCE		
5253	WEX BANK	21,890.32	450.76
	OPERATION & MAINTENANCE		450.76
	TOTAL ALL DEPARTMENTS		6,472.99

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INVOICES DUE ON/BEFORE 09/25/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
2451	MENARDS	1,597.13	120.95
5015	CARD SERVICE CENTER	11,392.63	203.01
5032	COMCAST	1,941.98	5.33
829	SELF HELP ENTERPRISE	114.40	22.00
T0003035	BYERS ENTERPRISES LLC	1,400.00	295.00
T0004908	MELINDA JONES	89.98	25.30
T0005138	KYLE MORGAN		250.00
	TOURISM		921.59
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	1,200.00	300.00
5032	COMCAST	1,941.98	5.33
	ADMINISTRATION		305.33
02	CITY ADMINISTRATOR		
5032	COMCAST	1,941.98	2.66
	CITY ADMINISTRATOR		2.66
04	BUILDING		
5015	CARD SERVICE CENTER	11,392.63	8.00
5032	COMCAST	1,941.98	10.66
	BUILDING		18.66
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	11,392.63	88.10
5032	COMCAST	1,941.98	10.66
	CITY CLERK'S OFFICE		98.76
06	POLICE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
194	GRUMMERT'S HARDWARE - R.F.	2,318.21	9.66
350	GISI BROS. INC.	4,305.95	15.00
4806	AXON ENTERPRISE INC	459.40	6,871.00
4966	BETONY WADE		15.00
5015	CARD SERVICE CENTER	11,392.63	314.86
5032	COMCAST	1,941.98	82.51
655	NW IL CRIMINAL JUSTICE COMM	170.00	955.00
795	SBM BUSINESS EQUIPMENT CENTER	4,946.27	263.67
	POLICE		8,526.70
10	STREET		
2771	WINDSTREAM	1,858.00	390.83
2985	WALMART COMMUNITY/SYNCB	1,701.62	59.74
4446	MORING DISPOSAL, INC.	177,041.44	40.00
5032	COMCAST	1,941.98	5.33
852	S.J. SMITH CO INC	311.59	26.23
	STREET		522.13
12	PUBLIC PROPERTY		
423	AT&T	4,562.75	669.10
	PUBLIC PROPERTY		669.10
13	FIRE		
2985	WALMART COMMUNITY/SYNCB	1,701.62	201.00
395	HILLS ELECTRIC MOTOR SERVICE	1,036.56	356.42
5015	CARD SERVICE CENTER	11,392.63	162.32
5032	COMCAST	1,941.98	38.55
	FIRE		758.29
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,714.42	39.53

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INVOICES DUE ON/BEFORE 09/25/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1527	RESCO	77,067.02	588.30
1604	NEW PIG CORPORATION		257.74
194	GRUMMERT'S HARDWARE - R.F.	2,318.21	23.10
2451	MENARDS	1,597.13	173.30
2611	FISCH MOTORS INC	563.00	50.00
2714	ESRI		3,333.34
2985	WALMART COMMUNITY/SYNCB	1,701.62	7.44
4207	O'REILLY AUTOMOTIVE INC	1,898.65	56.83
4215	POWER LINE SUPPLY	18,132.51	17,162.42
439	IMEA	1,400.00	500.00
4528	MODERN SHOE SHOP	994.45	409.48
4544	UPS	154.15	6.23
4626	ENGEL ELECTRIC CO.	8,902.81	740.75
4656	THOMPSON TRUCK AND TRAILER	2,685.95	302.13
4730	FLETCHER-REINHARDT CO	6,158.09	4,685.07
5008	POWER SYSTEM ENGINEERING INC	36,580.33	247.50
5015	CARD SERVICE CENTER	11,392.63	1,279.74
5022	AIMS MECHANICAL, LLC	330,624.00	16,912.00
5032	COMCAST	1,941.98	26.65
5135	BUNTJER BROS INC	6,577.90	6,440.00
5210	RITZ SAFETY LLC	3,413.75	163.29
5299	GREAT WESTERN SUPPLY CO	822.59	165.98
T0001201	ERIC BIRD		67.42
T0002447	ABEL AMEZOLA		131.25
T0005002	SEAN THICKSTEN		15.31
T0005374	HOWARD INDUSTRIES INC		372,769.17
	OPERATION & MAINTENANCE		426,553.97
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5015	CARD SERVICE CENTER	11,392.63	483.45
	FIBER OPTIC BROADBAND/TAXABLE		483.45
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	12,382.50	800.00
	SEWER		800.00

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/25/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	80,307.46	810.00
1853	MOORE TIRES INC.	4,287.32	617.40
194	GRUMMERT'S HARDWARE - R.F.	2,318.21	48.83
2517	WM CORPORATE SERVICES, INC	10,479.20	183.45
2655	MISSISSIPPI VALLEY PUMP, INC.	8,407.00	5,499.00
2714	ESRI		3,333.33
2985	WALMART COMMUNITY/SYNCB	1,701.62	105.98
34	ALTORFER INC.	813,679.55	53.52
4027	WHITESIDE COUNTY RECORDER	431.50	21.50
4045	SCADAWARE, INC.		3,392.50
5015	CARD SERVICE CENTER	11,392.63	100.00
5032	COMCAST	1,941.98	18.65
	OPERATION & MAINTENANCE		14,184.16
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	43,547.76	1,563.32
4889	KIRBY CABLE SERVICE INC	7,280.00	1,961.00
	WATER		3,524.32
48	OPERATION & MAINTENANCE		
1740	VIKING CHEMICAL CO	4,488.00	1,233.00
2714	ESRI		3,333.33
34	ALTORFER INC.	813,679.55	42.49
4027	WHITESIDE COUNTY RECORDER	431.50	21.50
4361	FERGUSON WATERWORKS #2516	43,547.76	1,788.60
5015	CARD SERVICE CENTER	11,392.63	445.94
5032	COMCAST	1,941.98	13.32
55	ARAMARK UNIFORM SERVICES, INC.	4,057.13	202.98
	OPERATION & MAINTENANCE		7,081.16
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	177,041.44	42,918.76
	GARBAGE		42,918.76

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INVOICES DUE ON/BEFORE 09/25/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	1,941.98	18.65
689	PITNEY BOWES GLOBAL	2,251.56	1,710.00
	CUSTOMER SERVICE CENTER		1,728.65
	TOTAL ALL DEPARTMENTS		509,097.69

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 10/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
5032	COMCAST	2,180.28	5.82
5178	COMCAST BUSINESS	3,270.06	39.29
771	PINNEY PRINTING CO	9,036.47	51.00
T0004635	EXCLUSIVE WINDOW TINTING		3,992.12
	TOURISM		4,088.23
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	29,922.70	3,630.00
4331	CIRCUIT CLERK OF LEE COUNTY	1,500.00	500.00
4392	WILLIAM B WESCOTT	465.65	40.00
5032	COMCAST	2,180.28	5.82
5178	COMCAST BUSINESS	3,270.06	39.29
753	ROCK FALLS CHAMBER OF COMMERCE	4,000.00	500.00
	ADMINISTRATION		4,715.11
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	500.00	100.00
5032	COMCAST	2,180.28	2.91
5178	COMCAST BUSINESS	3,270.06	39.29
	CITY ADMINISTRATOR		142.20
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	29,922.70	55.00
	PLANNING/ZONING		55.00
04	BUILDING		
2797	MARK SEARING	200.00	40.00
5032	COMCAST	2,180.28	11.63
5178	COMCAST BUSINESS	3,270.06	78.67
5220	TECHNOLOGY FINANCE CORP	4,747.76	30.43
	BUILDING		160.73

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INVOICES DUE ON/BEFORE 10/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
5032	COMCAST	2,180.28	11.63
5178	COMCAST BUSINESS	3,270.06	78.63
	CITY CLERK'S OFFICE		90.26
-----			
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	29,922.70	220.00
1853	MOORE TIRES INC.	4,904.72	24.29
2380	AUTOZONE	180.05	26.73
295	PAM ERBY	500.00	50.00
350	GISI BROS. INC.	4,320.95	609.10
5032	COMCAST	2,180.28	96.39
5072	KARI ANDERSON		16.56
5178	COMCAST BUSINESS	3,270.06	157.19
771	PINNEY PRINTING CO	9,036.47	599.00
T0002918	SAUK VALLEY TOWING		150.00
T0005147	JOHNSON TOWING & RECOVERY LLC		150.00
T0005278	GONZALO'S TOWING		150.00
T0005379	JERROD REYNOLDS		55.95
	POLICE		2,305.21
-----			
07	CODE HEARING DEPARTMENT		
4931	MUNICIPAL SYSTEMS INC	3,127.63	764.29
	CODE HEARING DEPARTMENT		764.29
-----			
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	81,117.46	14,968.50
1466	ALARM DETECTION SYSTEMS, INC.	4,089.30	124.84
194	GRUMMERT'S HARDWARE - R.F.	2,399.80	88.66
219	CRESCENT ELECTRIC	6,615.84	36.49
2611	FISCH MOTORS INC	613.00	34.00
34	ALTORFER INC.	813,775.56	853.15
4207	O'REILLY AUTOMOTIVE INC	1,955.48	10.25
4796	VERIZON WIRELESS	6,542.54	58.91
5032	COMCAST	2,180.28	5.82
5178	COMCAST BUSINESS	3,270.06	39.29

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INVOICES DUE ON/BEFORE 10/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
10	STREET		
5220	TECHNOLOGY FINANCE CORP	4,747.76	243.47
55	ARAMARK UNIFORM SERVICES, INC.	4,260.11	88.59
T0005346	ESSENCE CHEMICAL COMPANY	3,488.52	903.00
	STREET		17,454.97
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	81,117.46	390.80
364	GRUMMERTS HARDWARE - STERLING	360.20	32.99
	PUBLIC PROPERTY		423.79
13	FIRE		
1165	CEC OF THE SAUK VALLEY INC	2,370.82	287.50
1472	WARD, MURRAY, PACE & JOHNSON	29,922.70	220.00
2509	RENNERT'S FIRE EQUIPMENT		163.56
2699	WHITESIDE COUNTY HEALTH DEPT	55.00	220.00
295	PAM ERBY	500.00	50.00
4796	VERIZON WIRELESS	6,542.54	168.02
5032	COMCAST	2,180.28	20.36
5178	COMCAST BUSINESS	3,270.06	117.88
	FIRE		1,247.32
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	29,922.70	110.00
	INDUSTRIAL DEVELOPMENT		110.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	29,922.70	770.00
1604	NEW PIG CORPORATION	257.74	211.29
1853	MOORE TIRES INC.	4,904.72	612.50
219	CRESCENT ELECTRIC	6,615.84	39.59

INVOICES DUE ON/BEFORE 10/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
2451	MENARDS	1,891.38	217.05
2557	ASPLUNDH TREE EXPERT CO.	104,203.46	8,169.84
332	FYR-FYTER, INC.	127.50	119.85
4361	FERGUSON WATERWORKS #2516	46,899.68	451.33
4796	VERIZON WIRELESS	6,542.54	433.74
4995	CLOUDPOINT GEOSPATIAL	37,770.15	2,433.34
5032	COMCAST	2,180.28	29.05
5178	COMCAST BUSINESS	3,270.06	78.76
5220	TECHNOLOGY FINANCE CORP	4,747.76	517.39
5267	FOREVER GREEN		1,945.00
5299	GREAT WESTERN SUPPLY CO	988.57	24.33
T0005376	TURE & CONNIE PERSON		75.10
T0005378	TITLE CASH OF IL		365.18
	OPERATION & MAINTENANCE		16,493.34
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	6,542.54	136.32
	FIBER OPTIC BROADBAND/TAXABLE		136.32
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
T0004346	WINDSTREAM COMMUNICATIONS LLC		1,284.44
	FIBER OPTIC BROADBAND/TXEXEMPT		1,284.44
SEWER FUND			
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	81,117.46	460.00
	SEWER		460.00
38	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	81,117.46	1,343.95

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INVOICES DUE ON/BEFORE 10/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	2,370.82	2,550.00
1472	WARD, MURRAY, PACE & JOHNSON	29,922.70	220.00
194	GRUMMERT'S HARDWARE - R.F.	2,399.80	109.73
4119	USA BLUE BOOK	4,446.61	470.42
4796	VERIZON WIRELESS	6,542.54	76.02
4995	CLOUDPOINT GEOSPATIAL	37,770.15	2,433.33
5032	COMCAST	2,180.28	20.36
5178	COMCAST BUSINESS	3,270.06	39.29
5220	TECHNOLOGY FINANCE CORP	4,747.76	182.61
5283	RHINO INDUSTRIES INC	13,847.92	1,290.00
	OPERATION & MAINTENANCE		8,735.71
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	46,899.68	943.96
	WATER		943.96
48	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	29,922.70	220.00
4141	JEFF BEHRENS EXCAVATING	1,320.00	3,885.00
4651	MOST PLUMBING & MECHANICAL LLC	5,617.25	934.00
4796	VERIZON WIRELESS	6,542.54	152.04
4995	CLOUDPOINT GEOSPATIAL	37,770.15	2,433.33
5032	COMCAST	2,180.28	14.54
5171	FERGUSON ENTERPRISES LLC #3326	51.00	239.40
5178	COMCAST BUSINESS	3,270.06	39.29
5220	TECHNOLOGY FINANCE CORP	4,747.76	213.04
5296	BRADFORD SUPPLY CO	306.05	67.44
55	ARAMARK UNIFORM SERVICES, INC.	4,260.11	97.86
	OPERATION & MAINTENANCE		8,295.94
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	29,922.70	55.00
4446	MORING DISPOSAL, INC.	220,000.20	207.50
	GARBAGE		262.50

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INVOICES DUE ON/BEFORE 10/02/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2688	STAPLES CREDIT PLAN	330.93	126.85
5032	COMCAST	2,180.28	20.36
5178	COMCAST BUSINESS	3,270.06	78.67
760	ROCK FALLS POSTMASTER	14,240.00	3,500.00
	CUSTOMER SERVICE CENTER		3,725.88
DUI FUND			
55	DUI		
T0005353	JR SIGN CO	360.00	180.00
	DUI		180.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005375	CRYSTAL SANTUCCI		87.95
T0005380	LINDA KUEPKER		50.00
T0005381	FREDRICK BAILEY		11.66
	CUSTOMER UTILITY DEPOSITS		149.61
	TOTAL ALL DEPARTMENTS		72,224.81

September 10, 2020

WRITER'S DIRECT NUMBER: (312) 726-7127  
DIRECT FAX: (312) 726-2696  
EMAIL: James.Snyder@icemiller.com

**CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**

Mr. William Wescott, Mayor  
City of Rock Falls  
603 West 10<sup>th</sup> Street  
Rock Falls, Illinois 61070

**RE: Letter of Engagement of Ice Miller LLP**

Dear Mayor Wescott:

We are pleased you have asked us to serve as bond counsel to handle the engagement described in this letter, and appreciate the opportunity to serve you. Please take a moment to review this letter (and the enclosed standard Ice Miller Terms and Conditions) to confirm our mutual understanding regarding your retention of Ice Miller, the scope of the engagement and the basis on which we will provide legal services to you. Please let us know if there is anything you do not understand or would like to discuss changing.

**Client and Nature and Scope of the Relationship**

We understand that we will be serving as bond counsel to the City of Rock Falls, Whiteside County, Illinois (the "Issuer") in connection with the issuance of its General Obligation Debt Certificate, Series 2020 (the "Certificate"). As bond counsel, our job is principally to render an approving opinion regarding the validity of the financing under applicable state and federal laws and the federal tax status of the interest on the Certificate and other matters. In order to perform those functions we will be required to perform the following functions:

1. Furnishing to the Issuer and to the purchasers of the Certificate an approving opinion as to the legality of the issue and the federal tax exclusion from gross income of interest on the Certificate; and
2. Assembling, duplicating, and binding the transcript documents for delivery to the parties to the transaction.

We will draft documents (or review documents drafted by other parties) and generally supervise the proceedings as they move toward closing. While our primary responsibility is to

the Issuer, we also have a responsibility to those persons or entities who will ultimately hold the Certificate to render an independent, objective opinion on the Certificate. Our main functions are to opine objectively that the Certificate has been lawfully issued, that their tax status is that for which the purchasers have bargained and agreed, and that certain legal steps have been undertaken regarding timely payment of the Certificate and the interest on the Certificate. Unless the Issuer decides to make special arrangements, our engagement does not include post-issuance advice or any obligation to monitor or give advice on the Issuer's continuing compliance with any tax requirements, as set forth in the Certificate and the closing documents, which must be followed after issuance of the Certificate in order to preserve the federal tax exclusion from gross income of interest on the Certificate or to give advice on continuing compliance with securities law requirements.

Our engagement is for legal services, and it is understood that you are not relying on us for business, investment or accounting advice or decisions, nor to investigate the character or credit of any person with whom you may be dealing in connection with this matter. We have not been engaged to review the financial condition of the Issuer, or the adequacy of the security provided to Bond owners, and we will express no opinion related thereto. We are not financial advisors or municipal advisors as contemplated by the Dodd-Frank Act.

I will be the primary contact as to this relationship with Ice Miller LLP. Any questions or concerns that may arise in this regard may always be directed to me, Shelly Scinto, or Austin Root who will also provide services on the engagement.

#### **Conflicts of Interest/Disclosure of Potential Conflicts of Interest**

This engagement letter will also serve to give express written notice to the Issuer that (a) from time to time we represent in a variety of capacities and consult with most underwriters, including investment bankers, financial advisors and other persons active in the Illinois public finance market on a wide range of issues, and (b) prior to your execution of this engagement letter we may have consulted with a number of such firms regarding the Certificate. Your acceptance of our services and execution of the enclosed copy of this letter to evidence our agreement constitutes your consent to these other engagements with the underwriter. Neither our representation of the Issuer nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective statement.

#### **Compensation; Other Important Terms and Conditions**

Our fee for this financing will not exceed an aggregate of \$12,500 for bond counsel services based upon what we know about the financing, time to be expended by us and our experience in working on similar transactions. If the Certificate is issued in more than one series, our fee will be modified as mutually agreed upon. None of our fees will be based upon, or related in any way to, the costs of a capital project. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Unless otherwise specifically agreed, our fees are based primarily on our hourly billing rates for attorneys, paralegals and other professionals as applied to the amount of time that we expend in providing services. When appropriate in our judgment, we will involve other attorneys and paralegals or other legal assistants on work that can be performed effectively at their rates. The hourly rates of our professionals are periodically reviewed and adjusted upward to reflect the current cost of delivering comparable legal services and other market conditions. Accordingly, in preparation of our statements for professional services, we will use those hourly rates in effect at the time the services are rendered.

In addition to fees that we charge for our legal services, we also charge for ancillary services and expenses. Such charges and expenses may include long distance telephone charges, photocopying, facsimile transmission, computer research, mileage, travel expenses and other similar charges specifically applicable to the engagement. Our charges and expenses for such ancillary services are pursuant to a schedule of charges, as the same is revised from time to time. A copy of current charges and expenses is available to you upon request.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services is enclosed. These Terms and Conditions, which cover various other aspects of this engagement, including a waiver of future conflicts of interest and provisions regarding termination and withdrawal are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on your behalf.

### **Acceptance**

We hope that this letter and the enclosed Terms and Conditions are helpful and accurately states the scope of the representation agreed upon. We intend to provide legal services based on this letter, and will assume that this letter accurately reflects our mutual agreement (regardless of whether you sign and return this letter to us), unless you notify us in writing to the contrary. If you have any questions or wish to discuss any portion of this letter, please call me.

September 10, 2020  
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Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter in the space provided, and return the same to me.

Sincerely yours,

ICE MILLER LLP



*James Snyder*

Acknowledged and Agreed:

*CITY OF ROCK FALLS, WHITESIDE COUNTY,  
ILLINOIS*

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

\_\_\_\_\_  
*Authorized Official*

Enclosures: Terms and Conditions of Engagements for Legal Services

cc: Accounting Department

ICE MILLER LLP

**Terms and Conditions of Engagements for Legal Services**

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

**Our Responsibilities**

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

**Your Responsibilities**

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

**Client(s) Represented**

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a

lawyer-client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

**How We Will Work For You**

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

**How We May Communicate With You**

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

**About Our Fees**

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for

work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

#### **Other Charges and Expenses**

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

#### **Estimates**

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

#### **Billing Procedures**

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

#### **Retainers**

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written

agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

#### **Your Consent to Future Conflicts of Interest**

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

#### **Document Retention**

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

#### **Personal Data from the European Economic Area**

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary

disclosures, and take all other required steps to comply with any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

#### **Response to Audit Inquiries**

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator  
Ice Miller LLP  
One American Square, Suite 2900  
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$300 and a maximum of \$700, depending on the extent and number of any matters reported. However, the fee may exceed \$700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

#### **Termination or Withdrawal**

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for

withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

#### **Certain Limitations**

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

#### **Identification of Relationship**

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at [enews@icemiller.com](mailto:enews@icemiller.com).

Revised: July 2018

CITY OF ROCK FALLS

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

**ORDINANCE AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-152  
OF THE ROCK FALLS MUNICIPAL CODE  
PROHIBITING PARKING ALONG PORTIONS OF WOLF CREEK DRIVE**

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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. \_\_\_\_\_**

**ORDINANCE AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-152  
OF THE ROCK FALLS MUNICIPAL CODE  
PROHIBITING PARKING ALONG PORTIONS OF WOLF CREEK DRIVE**

**WHEREAS**, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes the corporate authorities of any municipality to regulate the use of its streets and other municipal property within its jurisdiction; and

**WHEREAS**, following an investigation and survey of traffic conditions on the portion of Wolf Creek Drive bearing west from its intersection with 14<sup>th</sup> Avenue, the Ordinance/License/Personnel/Safety (“OLPS”) Committee has recommended that parking be restricted on the north and south sides of said Wolf Creek Drive from the curb to the entrance of the first residential driveways along the same; and

**WHEREAS**, the Corporate Authorities of the City have determined it in the best interests of the City and its residents to adopt the recommendation of the OLPS Committee and to place such restrictions on parking along Wolf Creek Drive, 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 18, Article VI, Section 18-152(b) of the Rock Falls Municipal Code, as amended, shall be further amended by the addition of a new subsection (79) to read as follows:

**“Sec. 18-152. – Prohibited areas.**

(b) *Specific locations.* Parking is prohibited on the following named streets:

...

(79) The north and south side of Wolf Creek Drive from the intersection of 14<sup>th</sup> Avenue westerly to the entrance of the first residential driveways along the same.”

**SECTION 3:** In all other respects, Chapter 18, Article VI, Section 18-152(b) of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

**SECTION 4:** The Supervisor of the City’s Street Department, or his or her designee, is hereby authorized and directed to do all such actions as are necessary or required to reflect the restrictions on parking along Wolf Creek Drive as provided for herein.

**SECTION 5:** The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

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

**SECTION 7:** 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:

\_\_\_\_\_

City Clerk

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CITY OF ROCK FALLS

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

**RESOLUTION WAIVING CUSTOMARY PRACTICE  
OF FIRST AND SECOND READING  
FOR ADOPTION OF ORDINANCE IN RELATION TO  
GENERAL OBLIGATION REFUNDING DEBT CERTIFICATES, SERIES 2020**

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ADOPTED BY THE  
MAYOR AND 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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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION WAIVING CUSTOMARY PRACTICE  
OF FIRST AND SECOND READING  
FOR ADOPTION OF ORDINANCE IN RELATION TO  
GENERAL OBLIGATION REFUNDING DEBT CERTIFICATES, SERIES 2020**

**WHEREAS**, the City has previously issued that certain series of General Obligation Debt Certificates, Series 2016 (the “Prior Certificates”) the proceeds of which were used to finance the costs of acquiring, constructing and installing certain capital projects within the City, including, but not limited to, the acquisition of certain parcels of property in the City (the “Project”); and

**WHEREAS**, the Mayor and the City Council of the City (the “Corporate Authorities”) have considered the needs of the City and, in so doing, the Corporate Authorities deem it advisable, necessary, and for the best interests of the City to refund the Prior Certificates; and

**WHEREAS**, sufficient funds of the City are not available to pay the costs of refunding the Prior Certificates, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$2,427,000 for the purpose of paying such costs; and

**WHEREAS**, bond counsel for the City has prepared an ordinance (the “Ordinance”) for the borrowing of such money and subsequent refund of the Prior Certificates; and

**WHEREAS**, due to certain time limitations, the Ordinance will need to be adopted by the Corporate Authorities at the City Council’s regularly scheduled meeting on October 6, 2020; and

**WHEREAS**, in connection with the adoption of said Ordinance, the Corporate Authorities desire to waive the customary practice of the City requiring a first and second reading of ordinances prior to adoption, and hereby find that such waiver is in the best interests of the City and its residents.

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

**SECTION 1:** The recitals contained in the preambles to this Resolution are true and correct and are hereby incorporated into this Resolution as if more fully set forth herein.

**SECTION 2:** The Corporate Authorities find that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of the Ordinance, and a first reading preliminary to adoption thereof is hereby waived. The Ordinance shall become effective upon its passage and approval by the Corporate Authorities.

**SECTION 3:** The City Clerk is hereby authorized to provide a certified copy of this Resolution to any party so requesting.

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

**SECTION 5:** This Resolution 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:

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

AYE

NAY

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Ordinance No. \_\_\_\_\_

\* \* \* \* \*

An Ordinance authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital related projects in and for the City of Rock Falls, Whiteside County, Illinois, and authorizing and providing for the issue of not to exceed \$2,427,000 General Obligation Refunding Debt Certificates, Series 2020, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

\* \* \*

WHEREAS, the City of Rock Falls, Whiteside County, Illinois (the "City"), is a non-home rule municipality of the State of Illinois operating under and pursuant to the Illinois Municipal Code, as amended (the "Municipal Code"), the Local Government Debt Reform Act of the State of Illinois, as amended (the "Debt Reform Act") and together with the Municipal Code (the "Installment Purchase Provisions"), in each case, as supplemented and amended (collectively, "Applicable Law"), and

WHEREAS, the City has previously issued its General Obligation Debt Certificates, Series 2016 (the "Prior Certificates") the proceeds of which were used to finance the costs of acquiring, constructing and installing certain capital projects within the City, including, but not limited to, the acquisition of certain parcels of property in the City (the "Project"); and

WHEREAS, the Mayor and the City Council of the City (the "Corporate Authorities") have considered the needs of the City and, in so doing, the Corporate Authorities deem it advisable, necessary, and for the best interests of the City to refund the Prior Certificates; and

WHEREAS, sufficient funds of the City are not available to pay the costs of refunding the Prior Certificates, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$2,427,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the City will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of the City to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "Agreement"); name as counter-party to the Agreement the City Treasurer (the "Treasurer"), as nominee-seller; authorize the President and Secretary to execute and attest, respectively, the Agreement on behalf of the City and to file same with said Clerk in his or her capacity as keeper of the records and files of the City; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$2,427,000:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF ROCK FALLS, WHITESIDE COUNTY, ILLINOIS, AS FOLLOWS:

*Section 1.*     Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

*Section 2.*     Authorization and Bond Counsel. It is necessary and advisable for the residents of the City to pay the costs of the Project and to borrow money and, in evidence thereof

and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement. The City retains Ice Miller LLP as Bond Counsel.

*Section 3.* Agreement is a General Obligation; Annual Appropriation; Contract to Issue Certificates. The City hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the City payable from any funds of the City lawfully available and annually appropriated for such purpose. The City represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations. The City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement. The funds from the sale of said Certificates be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

*Section 4.* Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the City Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the City Clerk and retained in the City records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

*Section 5.*     Form of the Agreement. The Agreement shall be in substantially the form as follows:

Installment Purchase Agreement for purchase of real or personal property, or both, in and for the City of Rock Falls, Whiteside County, Illinois.

\*       \*       \*

THIS INSTALLMENT PURCHASE AGREEMENT (this “Agreement”) dated as of \_\_\_\_\_, 2020, by and between the City Treasurer (as hereinafter defined), as Nominee-Seller (the “Seller”), and the City of Rock Falls, Whiteside County, Illinois, a municipality of the State of Illinois (the “City”):

**WITNESSETH**

A.     The Mayor and the City Council of the City (the “Corporate Authorities”) have determined to refund the City’s General Obligation Debt Certificates, Series 2016, as previously approved by the Board and on file with the Secretary (the “Secretary”).

B.     Pursuant to the provisions of the Illinois Municipal Code (the “Municipal Code”), the Local Government Debt Reform Act of the State of Illinois (the “Debt Reform Act”) and together with the Municipal Code (the “Installment Purchase Provisions”), in each case, as supplemented and amended (collectively, “Applicable Law”), the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the City will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 6th day of October, 2020, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the "Ordinance") authorizing the borrowing of money for the refunding of the Prior Certificates and refinancing of the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

- (1) incorporated herein by reference; and
- (2) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the City as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project to be refinanced by the Certificates upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the City.

2. CONVEYANCE

The City conveys to the Seller any portion of the Project heretofore acquired by the City and to be paid from proceeds of the Certificates (as defined in the Ordinance). The Seller agrees to convey each part of the Project to the City and to perform all necessary work and convey all

necessary equipment; and the City agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed \$2,427,000, plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$2,427,000, plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates.

### 3. PAYMENTS

The payment of the entire purchase price in an amount not to exceed \$2,427,000 shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Ordinance.

### 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) Vesting of Title. Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the City.

(b) Damage, Destruction, and Condemnation. If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the City shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The City hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the City payable from the general funds of the City and such other sources of payment as are otherwise lawfully available. The City represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations. The

City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of this and to apply the proceeds thereof to the payment of principal and interest on the Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the City, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

**The Seller and the City recognize that there is no statutory authority for the levy of a separate tax in addition to other taxes of the City or the levy of a special tax unlimited as to rate or amount to pay any of the amounts due hereunder.**

10. DEFAULT

In the event of a default in payment hereunder by the City, the Seller or any Certificate holder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the City Clerk, and the City has caused this Installment Purchase Agreement to be executed by the Mayor, and also attested by the City Clerk and the seal of the City to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: \_\_\_\_\_

**[Here type name]:** \_\_\_\_\_

as Nominee-Seller and the Treasurer

Attest:

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

Its: City Clerk

**CITY OF ROCK FALLS, WHITESIDE COUNTY,  
ILLINOIS**

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

Its: Mayor

[SEAL]

Attest:

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

Its: City Clerk

STATE OF ILLINOIS        )  
  ) SS  
WHITESIDE COUNTY        )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk (the "City Clerk") of the City of Rock Falls, Whiteside County, Illinois (the "City"), and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a properly certified copy of that certain document, executed by the Mayor, attested by me in my capacity as City Clerk, and further executed, as Nominee-Seller, by the City Treasurer, also attested by me, dated as of \_\_\_\_\_, 2020, and entitled "Installment Purchase Agreement for purchase of real or personal property, or both, in and for the City of Rock Falls, Whiteside County, Illinois"; and supporting the issuance of certain General Obligation Refunding Debt Certificates, Series 2020, of the City; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature, this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Its: City Clerk

*Section 6. Certificate Details.* For the purpose of providing for the Refunding, there shall be issued and sold certificates of the City in the principal amount of not to exceed \$2,427,000, which shall be designated “General Obligation Refunding Debt Certificates, Series 2020” (the “Certificates”). The Certificates shall be dated the date set forth in the hereinafter defined Notification of Sale (the “Dated Date”), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100 each and authorized integral multiples thereof (but no single Certificate shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Certificates shall become due and payable (not later than March 22, 2028) as set forth in the Notification of Sale of the Certificates (the “Notification of Sale”).

The Certificates shall bear interest at rates not to exceed 2.25% per annum, from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable as set forth in the Notification of Sale. Interest on each Certificate shall be paid by check or draft of the City to Sauk Valley Bank & Trust Company, Sterling, Illinois, as certificate registrar and paying agent (the “Certificate Registrar”), as specified in the Notification of Sale, payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal corporate trust office of the Certificate Registrar.

The Certificates shall be signed by the Mayor and City Clerk, and shall be countersigned by the City Treasurer, and the seal of the City shall be affixed thereto or printed thereon, and in

case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the City and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance.

*Section 7. Registration of Certificates; Persons Treated as Owners.* The City shall cause books (the "Certificate Register") for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal corporate trust office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the City for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal corporate trust office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be

exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the City of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, provided, however, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the City or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

*Section 8.* (a) Redemption. The Certificates shall be subject to optional redemption on any date as set forth in the Certificate Order.

(b) Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the City shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Certificate Registrar prior to the giving of such notice of

redemption, such notice may, at the option of the City, state that said redemption shall be conditioned upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Certificates will not be redeemed.

Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

*Section 9.*     Form of Certificate.     The Certificates shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF WHITESIDE  
CITY OF ROCK FALLS  
GENERAL OBLIGATION REFUNDING DEBT CERTIFICATE, SERIES 2020**

Interest Rate  
\_\_\_\_\_ %

Maturity Date  
\_\_\_\_\_

Dated Date  
\_\_\_\_\_, 2020

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Rock Falls, Whiteside County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the principal amount of not to exceed \$2,427,000 from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate on each \_\_\_\_\_ and \_\_\_\_\_ on the basis set forth below commencing \_\_\_\_\_, 20\_\_\_, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of Sauk Valley Bank & Trust Company, Sterling, Illinois, as certificate registrar and paying agent (the "Certificate Registrar").

Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Certificate Registrar at the close of business on the 1st day of the month next preceding each interest payment date and shall be paid by check, draft or electronic fund transfer ("EFT") of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such

Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[4] This Certificate is one of a series of certificates issued by the City to (i) refund certain outstanding obligations of the City, and (ii) pay the costs of issuance of the Certificates, all for the benefit of the inhabitants of the City, in full compliance with the provisions of the Illinois Municipal Code (the "Municipal Code"), and the Local Government Debt Reform Act of the State of Illinois (the "Debt Reform Act"), and all laws amendatory thereof and supplementary thereto, and is authorized by the Mayor and City Council of the City by an ordinance duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the City in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "Agreement"), dated as of \_\_\_\_\_, 2020, entered into by and between the City and the City Treasurer thereof, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[5] This Certificate is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Certificate Registrar in Sauk Valley Bank & Trust Company, Sterling, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance,

and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[6] The Certificates are issued in fully registered form in the denomination of \$100 each or authorized integral multiples thereof. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of any Certificates.

[7] The City and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Certificate Registrar shall be affected by any notice to the contrary.

[8] The Certificates shall be subject to optional redemption on or after March 21, 2023.

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the maintained by the Certificate Registrar or at such other address as is furnished in writing by such

registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] The City has designated this Certificate as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

[11] In Witness Whereof, said City of Rock Falls, Whiteside County, Illinois, by its Mayor and City Council, has caused this Certificate to be signed by the Mayor and Clerk of said Mayor and the City Council, and to be countersigned by the City Treasurer thereof, and has caused the seal of the City to be affixed hereto or printed hereon, all as of the Dated Date identified above.

IN WITNESS WHEREOF the City of Rock Falls, Whiteside County, Illinois, by its City Council, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Mayor and the City Clerk and countersigned by the manual or duly authorized facsimile signature of its City Treasurer and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

**CITY OF ROCK FALLS, WHITESIDE COUNTY, ILLINOIS**

[SEAL]

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

By: \_\_\_\_\_  
Its: City Clerk

Countersigned:

By: \_\_\_\_\_  
Its: City Treasurer

Date of Authentication: \_\_\_\_\_, 2020

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
SAUK VALLEY BANK & TRUST  
COMPANY,  
Sterling, Illinois

This Certificate is one of the Certificates described in the within mentioned ordinance and is one of the General Obligation Refunding Debt Certificates, Series 2020, of the City of Rock Falls, Whiteside County, Illinois

By: \_\_\_\_\_  
Its: Authorized Officer

(Assignment)

For Value Received, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

*Section 10. Sale of Certificates.* The City Treasurer is hereby authorized and directed to deliver the Certificates to Sauk Valley Bank & Trust Company, Sterling, Illinois, as the purchaser thereof as identified in the Notification of Sale (the "Purchaser"). Authority is hereby delegated to the Mayor or the City Treasurer (i) to sell all, but not less than all, of the Certificates to the Purchaser at a purchase price of at least 98% of the Certificates, plus accrued interest on the Certificates from their dated date to the date of delivery and (ii) to determine all of the terms and details of the Certificates not determined in this Ordinance including whether to purchase insurance. The sale of the Certificates shall be evidenced by a Notification of Sale which shall be signed by the Mayor or City Treasurer. A manually executed counterpart of the Notification of Sale shall be filed with the City Clerk and the Certificate Registrar. The Mayor and the City Clerk are authorized and directed to execute a certificate purchase agreement (the "Purchase Contract") in connection with the sale of the Certificates, in the name of and on behalf of the City. The Purchase Contract shall be substantially in the form of purchase agreements

commonly used in transactions similar to that described in the Ordinance, with such changes as necessary to reflect the terms and provisions of the Certificates, this Ordinance and such other changes as the Mayor or City Treasurer shall determine are necessary or desirable in connection with the sale of the Certificates. No person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

*Section 11. Use of Certificate Proceeds.* There is hereby created and established a special fund of the City known as the “Debt Certificate Fund of 2020” (the “Certificate Fund”) to be held by the Treasurer, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Certificate Fund shall be the fund for the payment of the principal of and interest on the Certificates at maturity or on interest payment dates or redemption. Pledged revenues, if any, shall be deposited into the Certificate Fund, as received, and shall be used solely and only for the payment of principal and interest on the Certificates when due (including any redemption). Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose. The Certificates are secured by a pledge of all moneys on deposit in the Certificate Fund, and such pledge is irrevocable until the Certificates have been paid in full or until the obligations of the City are discharged under this Ordinance.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Refunding and shall be deposited with the holder of the Prior Certificates on the Dated Date of the Certificates.

In addition to the funds established hereunder, the Mayor is authorized and directed to establish, and the City Treasurer is further authorized to hold, any and all funds and/or accounts they deem necessary or convenient to the accomplishment of the purposes set forth in the Ordinance.

*Section 12.*    List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificate holder.

*Section 13.*    Duties of Certificate Registrar. If requested by the Certificate Registrar, the Mayor and City Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the City and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a)    to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b)    to maintain a list of Certificateholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c)    to give notice of redemption of Certificates as provided herein;
- (d)    to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e)    to furnish the City at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f)    to furnish the City at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

*Section 14.* Bank Qualification. The City hereby designates the Certificates as a “qualified tax exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In support of such designation, the City hereby certifies that (i) the Certificate will not be at any time a “private activity bond” as defined in Section 141 of the Code, other than a “qualified 501(c)(3) bond” as defined in Section 145 of the Code; (ii) as of the date hereof in calendar year 2020, the City has not issued any tax exempt obligations of any kind other than the Certificates, nor have any tax exempt obligations of any kind been issued on behalf of the City; and (iii) not more than \$10,000,000 of obligations of any kind, including the Certificate, issued by or on behalf of the City during calendar year 2020 will be designated for purposes of Section 265(b)(3) of the Code.

*Section 15.* Financial Reporting. The City hereby covenants to provide the Purchaser with its audited annual financial statements (the “Audit”) and its annual budget approved and adopted by the Corporate Authorities (the “Budget”) within timeframes as set forth in the Notification of Sale.

*Section 16.* Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

*Section 17.* Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted: October 6, 2020.

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 6th day of October, 2020.

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

Its: Mayor

Attest:

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

Its: City Clerk

Council members \_\_\_\_\_ moved and Council members \_\_\_\_\_ seconded the motion that said ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Council members voted

AYE: \_\_\_\_\_,

---

and the following Members voted NAY: \_\_\_\_\_

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Whereupon the Mayor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of the City Council of the City of Rock Falls, Whiteside County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

By: \_\_\_\_\_  
Its: City Clerk

STATE OF ILLINOIS        )  
  ) SS  
WHITESIDE COUNTY        )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rock Falls, Whiteside County, Illinois (the "City Clerk"), and as such official I am the keeper of the records and files of the Corporate Authorities.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 6th day of October, 2020, insofar as same relates to the adoption of an ordinance entitled:

An ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital related projects in and for the City of Rock Falls, Whiteside County, Illinois, and authorizing and providing for the issue of not to exceed \$2,427,000 General Obligation Refunding Debt Certificates, Series 2020, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto as Exhibit A, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said City, this 6th day of October, 2020.

By: \_\_\_\_\_  
Its: City Clerk

[SEAL]

STATE OF ILLINOIS        )  
  ) SS  
WHITESIDE COUNTY        )

**FILING CERTIFICATE**

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting City Clerk of the City of Rock Falls, Whiteside County, Illinois (the “City”), respectively, and as such officers we do hereby certify that on the 6th day of October, 2020, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of an ordinance adopted by the Corporate Authorities on the 6th day of October, 2020, and entitled:

An ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of financing the costs of certain capital related projects in and for the City of Rock Falls, Whiteside County, Illinois, and authorizing and providing for the issue of not to exceed \$2,427,000 General Obligation Refunding Debt Certificates, Series 2020, of said City evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing security for and means of payment under the Agreement of the Certificates.

together with any Work Contracts identified by the adoption of said ordinance and attached thereto as Exhibit 1, and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the City, this 6th day of October, 2020.

By: \_\_\_\_\_  
Its: City Clerk

[SEAL]

**Sauk Valley Bank  
City of Rock Falls Debt Certificate  
Dated October 22, 2020**

Principal	\$	2,427,000
Closing Date		10/22/2020
Maturity Date		3/22/2028
Interest Rate		2.250%

<u>Due Date</u>		<u>Interest</u>
3/1/2021	\$	19,299.64
9/1/2021	\$	27,378.55
3/1/2022	\$	26,929.73
9/1/2022	\$	27,378.55
3/1/2023	\$	26,929.73
9/1/2023	\$	27,378.55
3/1/2024	\$	27,079.34
9/1/2024	\$	27,378.55
3/1/2025	\$	26,929.73
9/1/2025	\$	27,378.55
3/1/2026	\$	26,929.73
9/1/2026	\$	27,378.55
3/1/2027	\$	26,929.73
9/1/2027	\$	27,378.55
3/1/2028	\$	27,079.34
3/22/2028	\$	3,141.80
	\$	402,898.62

ORDINANCE NO. 2020-

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

1999 International 4900 4x2 - 1HTSDAAN3XH650856  
1996 Belshe DB18-3EP Equipment Trailer - 16JF02030T1028951  
2000 Ring-O-Matic Super Jet Vac 750 Trailer - 1R9BB202XYP303110-SJ  
1998 Navigator D24X40A Boring Machine - 1VRS160Z2W1000379

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 trade in or sell 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 trade in or sale 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

CITY OF ROCK FALLS

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

**ORDINANCE AUTHORIZING TRANSFER OF REAL PROPERTY  
IN CONNECTION WITH THE CITY'S HOMESTEAD PROGRAM  
(215 AVENUE C, 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, Illinois,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**ORDINANCE AUTHORIZING TRANSFER OF REAL PROPERTY  
IN CONNECTION WITH THE CITY'S HOMESTEAD PROGRAM  
(215 AVENUE C, ROCK FALLS, IL 61071)**

**WHEREAS**, the City of Rock Falls, Whiteside County, Illinois (the "City") holds fee simple title to the real property commonly known as 215 Avenue C, Rock Falls, Illinois 61071, and being more particularly described on Exhibit A, attached hereto (the "Real Property"); and

**WHEREAS**, in connection with Chapter 6, Article XX of the Rock Falls Municipal Code, commonly known as the City's "Homestead Program", the City's Homestead Board has determined that such Real Property is located within an area of blight in the City and is therefore eligible property subject to transfer to a qualified person as provided in the City's Homestead Program; and

**WHEREAS**, the Homestead Board has received an application from Bradley Adams (the "Applicant") to acquire the Real Property pursuant to the City's Homestead Program; and

**WHEREAS**, the Homestead Board has determined that the Applicant is a qualified person within the meaning of the City's Homestead Program and recommends that the City Council approve the transfer of the Real Property to the Applicant; and

**WHEREAS**, the Mayor and City Council of the City (collectively, the "Corporate Authorities") desire to adopt the recommendation of the Homestead Board and approve and authorize the transfer of the Real Property to the Applicant, 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 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 transfer of the Real Property to the Applicant is hereby authorized and approved by the Corporate Authorities upon the terms and conditions set forth in the real estate contract attached hereto as Exhibit B.

**SECTION 3:** In connection with said approval, the Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest said real estate contract, which contract shall be substantially in the form attached hereto as Exhibit B.

**SECTION 4:** Upon execution of the real estate contract, the Mayor is hereby authorized and directed to convey and transfer the Real Property to Applicant by quit claim deed, and the City Clerk is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the City.

**SECTION 5:** 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 6:** 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 7:** 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 8:** All ordinances, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

**SECTION 9:** This Ordinance shall be in full force and effect from and after its passage, adoption and approval in the manner provided by law.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

NAY

\_\_\_\_\_  
\_\_\_\_\_  
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**EXHIBIT A**

Lot Twenty-one (21) in Block "D" in Woodworth's Subdivision in the City of Rock Falls, Whiteside County, Illinois, situated in the County of Whiteside and the State of Illinois, according to the Plat recorded July 22, 1874 in Plat Book 3 page 11.

PIN #11-27-126-006

Commonly known as: 215 Avenue C, Rock Falls, Illinois 61071

**EXHIBIT B**

(attach real estate contract)

## REAL ESTATE CONTRACT

THIS AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF ROCK FALLS, an Illinois municipal corporation (“City”) and BRADLEY ADAMS (“Adams”).

1. City agrees to transfer and convey to Adams and Adams agrees to accept such transfer and conveyance of title to the real estate described as follows, to-wit (the “Property”):

Lot Twenty-one (21) in Block “D” in Woodworth’s Subdivision in the City of Rock Falls, Whiteside County, Illinois, situated in the County of Whiteside and the State of Illinois, according to the Plat recorded July 22, 1874 in Plat Book 3 page 11.

PIN #11-27-126-006

Commonly known as: 215 Avenue C, Rock Falls, Illinois 61071

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

2. City hereby states and Adams hereby acknowledges having had the opportunity to inspect the Property, and acknowledges that the building(s) thereon are or may be in violation of various building and/or property maintenance codes presently in force in the City of Rock Falls. Adams agrees to accept conveyance of title subject to any and all building or property maintenance codes of the City.

3. Closing shall occur on or before thirty (30) days from the execution of this Agreement upon City’s recording with the Whiteside County Recorder’s Office of a good, sufficient and legally recordable quit claim deed conveying the Property to Adams, subject to the provisions herein stated.

4. City shall have no obligation to furnish Adams with a commitment for title insurance insuring title in and to the Property. Adams may, within five (5) days following execution of this Agreement, provide City with a written request to receive such title commitment showing good and merchantable title in and to the Property as of the date of closing, the costs of which, including typical costs of seller, shall be borne by Adams. Upon receipt of such request, the City will promptly place an order for a title insurance commitment in the amount of \$1,000.00, or in the minimal amount offered by the title company, whichever is greater, and will direct the title company to deliver a copy of the commitment directly to Adams.

5. City shall prepare, execute and deliver to Adams the real estate transfer declaration of the Illinois Department of Revenue and pay the transfer tax, if any. City shall prepare, execute, and deliver any additional documents or affidavits reasonably required by the Recorder of Deeds.

6. City shall leave all personal property remaining on the Property as of the date of closing. It is expressly understood and agreed that City has not made and does not make any representations or warranties, express or implied, with respect to any personal property on the Property, including warranties of title, value, or any other matter or thing affecting or related to the personal property remaining on the Property. Adams does hereby expressly acknowledge that no such representations or warranties have been made. Adams hereby assumes all risk of damage or loss resulting in any way as a consequence of any disputes or claims with respect to the title to or ownership of, or right to possession of, any and all personal property remaining on the Property. Adams further agrees to indemnify and hold City harmless from and against any and all claims, demands, and causes of action of whatsoever kind or nature which may be brought by third parties with respect to the personal property remaining upon the Property.

7. Adams further agrees that City shall not be responsible for removal of any waste materials from the Property, including, but not limited to, waste refuse, garbage, debris, or other unwanted or unusable products of whatsoever kind or nature. Adams expressly warrants that disposal of any such materials shall be performed only in compliance with applicable Illinois Environmental Protection Agency and State of Illinois rules and regulations governing the disposal of such materials. Additionally, should Adams elect to proceed with demolition of the existing structures, Adams warrants that Adams shall comply with the applicable Illinois Environmental Protection Agency and State of Illinois Rules and Guidelines governing demolition of buildings, including, but not limited to, dust abatement. Disposal of any waste materials shall be made at a site which complies with all requirements of the Illinois Environmental Protection Agency.

**8. CITY EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING IN ANY WAY TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO WARRANTY OF HABITABILITY OR WARRANTIES RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THE PROPERTY IS BEING SOLD "AS IS" AND WITH ALL FAULTS. ADAMS AGREES TO ACCEPT POSSESSION OF THE PROPERTY IN AN "AS IS" CONDITION.**

9. Possession of the Property shall be delivered to Adams at closing.

10. The closing shall take place at the offices of WARD, MURRAY, PACE & JOHNSON, P.C., 202 East 5th Street, Sterling, Illinois or at such other location as may be mutually agreed upon by the parties.

11. If, when neither the legal title nor the possession of the Property has been transferred, all or a material part thereof is destroyed without fault of Adams or is taken by eminent domain, City cannot enforce this Agreement, and Adams is entitled to terminate the Agreement and his obligations hereunder. However, if, when either the legal title or the possession of the Property has been transferred, all or any part thereof is destroyed without fault of City or is taken by eminent domain, Adams shall not thereby be relieved from his obligations pursuant to this Agreement, which shall continue to be binding.

12. The restoration of the Property to the tax rolls, the demolition, construction, remodel, repair or rehabilitation of the buildings thereon, and bringing the Property into compliance with the ordinances of the City shall constitute consideration to the City for the quit claim deed issued hereunder. In connection therewith, Adams represents, warrants and agrees with City that following the closing, Adams shall:

- (a) commence the rehabilitation, repair and/or remodel of the dwelling located on the Property, or demolition and subsequent construction of a new dwelling thereon, within sixty (60) days;
- (b) complete the work described herein and bring the Property and the dwelling thereon, if any, into compliance with all applicable health and safety standards of the City, including but not limited to the City's adopted building, plumbing and electrical codes, within a period of time not to exceed \_\_\_\_\_ from the date of closing;
- (c) reside at the Property as his principal residence as soon as the Property is fit for such occupancy, even if the construction, remodel, repair or rehabilitation of the same is ongoing during such time, for a continuous period of at least three (3) years;
- (d) not sell or transfer title to the Property, or any interest therein, to any person or entity until the requirements of this paragraph 12 have been satisfied;
- (e) pay any and all taxes and assessments levied against the Property as the same become due;
- (f) at the option of and in the sole and absolute discretion of the City Council, surrender and vacate possession of the Property, and quit claim the same back to the City, following the City Homestead Board's determination of non-compliance with any of the provisions of this paragraph 12; and
- (g) pay the court costs and legal fees of City incurred in enforcing the provisions of this Agreement and this paragraph 12, including, but not limited to, costs and fees of the City in regaining possession of and title to the Property.

13. As security for Adams' obligations hereunder, Adams agrees that he shall execute and deliver to the City's Homestead Board a quit claim deed, in such form as attached hereto as Exhibit A which, upon recording, will have the effect of conveying title to the Property back to the City. The parties acknowledge and agree that the Homestead Board will hold such quit claim deed in escrow until its release is authorized upon the first to occur of the following:

- (a) the City Council's decision, in its sole and absolute discretion, to record such quit claim deed following a determination by the City's Homestead Board of Adams' non-compliance with any of the provisions of this Agreement, including those described in paragraph 12 herein, and written notification of the same has been

provided to the City Council. The quit claim deed shall not be recorded until Adams has been provided notice and an opportunity for a hearing before the City's Homestead Board pursuant to section 6-831 of the Rock Falls Municipal Code (as amended and in effect from time to time). In such event as the City Council determines to convey title to the Property back to the City pursuant to the foregoing, Adams shall not be entitled to any credit or refund of any amounts expended for repairs or improvements to the Property, nor any credit or refund for the value of any such improvements; or

- (b) the City Homestead Board's determination that Adams has satisfied both the final inspection requirement as set forth in section 6-831 of the Rock Falls Municipal Code and the three (3) year residency requirement as set forth in paragraph 12 herein. After confirmation by the Homestead Board that the foregoing conditions have been satisfied, the quit claim deed shall be destroyed.

14. Until completion and satisfaction of all of Adams' obligations hereunder, Adams agrees to permit periodic inspections of the Property by the Homestead Board, and its agents and designees, upon reasonable request and advance notice of the same. The inspections shall be limited to the purpose of determining the progress of the demolition, construction, remodel, repair or rehabilitation of the dwelling on the Property as provided in paragraph 12 herein. Adams further agrees, to the extent practicable, to maintain the Property in a reasonably satisfactory condition as to appearance, including, but not limited to, maintenance of the curtilage of the Property. In the event it is necessary for City to institute any code enforcement proceedings for such property maintenance deficiencies, Adams agrees that City shall be entitled to recovery of attorneys' fees and costs in the successful prosecution of any such property maintenance violations, and for successful suit to enforce this Agreement or any term or provision hereunder. City will provide notice of any such violations with a reasonable opportunity for corrective action prior to institution of any such code enforcement proceedings.

15. All work on the Property shall be done in compliance with all applicable building and property maintenance codes, and Adams further agrees to secure all requisite permits from City prior to commencement of such work.

16. In the event of default under this Agreement by Adams, City shall be entitled to any and all remedies at law or in equity, including specific performance. If City institutes any suit or action to enforce any of the terms of this Agreement, City shall be entitled to recover reasonable attorneys' fees in connection therewith, including but not limited to attorneys' fees for bankruptcy proceedings, appeals and any anticipated post-judgment collection, the cost of searching public records and obtaining title reports. Adams shall also pay City's court costs, in addition to all other sums provided by law.

17. Any continuing obligations contained herein shall not be merged in the deed.

18. It is mutually agreed that the time of performance shall be of the essence of this Agreement and that all the covenants and agreements herein contained shall extend to and be

obligatory upon the heirs, executors, and administrators of the parties hereto. Adams may not assign any of his rights hereunder absent the written consent of City.

19. This Agreement becomes binding when signed by all parties or when all parties have signed a duplicate counterpart. All previous agreements between the parties, pertaining to the described property, if any, are hereby cancelled.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ROCK FALLS

BRADLEY ADAMS

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

\_\_\_\_\_

ATTEST:

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

Exhibit A

(attach quit claim deed to City)

**QUIT CLAIM DEED**

Exempt under provisions of Paragraph  
  b  , Section 31-45, Real Estate Transfer  
Tax Law

\_\_\_\_\_  
Date     Buyer, Seller or Representative

The Grantor, CITY OF ROCK FALLS, an Illinois municipal corporation, for and in consideration of TEN AND NO/100 DOLLARS, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEYS AND QUIT CLAIMS unto BRADLEY ADAMS, Grantee, all interest in and to the following described real estate in the County of Whiteside and State of Illinois, to-wit:

Lot Twenty-one (21) in Block "D" in Woodworth's Subdivision in the City of Rock Falls, Whiteside County, Illinois, situated in the County of Whiteside and the State of Illinois, according to the Plat recorded July 22, 1874 in Plat Book 3 page 11.

PIN #11-27-126-006

Commonly known as: 215 Avenue C, Rock Falls, Illinois 61071

subject to taxes for the year 2020 and all subsequent years which Grantee assumes and agrees to pay, to any and all existing rights of way for public highways, utilities and drainage and other easements, covenants, restrictions and reservations of record.

This deed is further subject to Grantee's compliance with the requirements of Grantor's "Homestead Program" as set forth in Chapter 6, Article XX of the Rock Falls Municipal Code, as amended from time to time, said requirements being referenced and incorporated herein as though the provisions of said Chapter 6, Article XX were recited and stipulated at length herein.

Grantor hereby releases and waives any and all rights under and by virtue of the Homestead Exemption Laws of this State.

*(signatures to appear on the following page)*

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

CITY OF ROCK FALLS, an  
Illinois municipal corporation

By \_\_\_\_\_  
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 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 and Return to:***

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

***Future Taxes to:***

Bradley Adams  
215 Avenue C  
Rock Falls, IL 61071

**QUIT CLAIM DEED**

Exempt under provisions of Paragraph  
b, Section 31-45, Real Estate Transfer  
Tax Law

\_\_\_\_\_  
Date     Buyer, Seller or Representative

The Grantor, BRADLEY ADAMS, for and in consideration of TEN AND NO/100 DOLLARS, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEYS AND QUIT CLAIMS unto the CITY OF ROCK FALLS, an Illinois municipal corporation, Grantee, all interest in and to the following described real estate in the County of Whiteside and State of Illinois, to-wit:

Lot Twenty-one (21) in Block "D" in Woodworth's Subdivision in the City of Rock Falls, Whiteside County, Illinois, situated in the County of Whiteside and the State of Illinois, according to the Plat recorded July 22, 1874 in Plat Book 3 page 11.

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subject to taxes for the year 2020 and all subsequent years which Grantee assumes and agrees to pay, to any and all existing rights of way for public highways, utilities and drainage and other easements, covenants, restrictions and reservations of record.

Grantor hereby releases and waives any and all rights under and by virtue of the Homestead Exemption Laws of this State.

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

\_\_\_\_\_  
Bradley Adams

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF WHITESIDE )       SS

I, the undersigned, a Notary Public in and for and residing in said County in the State aforesaid, do hereby certify that Bradley Adams, personally known to me to be the same person whose signature is ascribed to this instrument, appeared before me this day 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

***Prepared by and Return to:***

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

***Future Taxes to:***

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



# Emergency Repair Justification

**Vendor** Helm Group  
**Vendor Address** 2883 Rt 20 East Freport IL  
**Vendor Phone** 815-297-8524

**Type of Repair:** Repair sink hole on W. 2<sup>nd</sup> and 12<sup>th</sup> Ave, removed damaged line, abandon unused line by filling with flowable fill and place new manhole after the damaged portion of line, restore road

<b>Comments:</b>	Job need to be completed within 2 weeks before school opens,  Total cost : Helm Group( Civil) \$18996.28 Engineering cost Willett Hoffman & Associates \$1,343.95
------------------	--

Requested By: Ed Cox

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

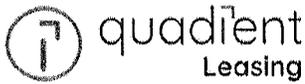
Edward J Cox  
Department Head Signature

Gobbin Blackert  
City Administrator/Mayor Signature

**August 4, 2020**

\_\_\_\_\_  
Date

This form is to be used for emergency repairs only. Upon completion, attach original invoice to this form and submit to the Clerk for further processing.



**Section (A) Office Information**

Office Number <b>9580</b>	Office Name <b>Postal Source</b>	Office Phone # <b>(563) 445-3470</b>	Date Submitted <b>09/23/2020</b>
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**Section (B) Billing Information**

Company Name	City of Rock Falls		
DBA			
Billing Address	603 W 19th St		
City State Zip+4	Rock Falls	IL	61071
Contact Name	Diane Hatfield	Phone	(815) 622-1115
Contact Title	Superintendent	Fax	
Email Address	dhatfield@rockfalls61071.com	PO #	

**Section (C) Installation Information (if different from billing information)**

Company Name	City of Rock Falls		
Installation Address	603 W 19th St		
City State Zip+4	Rock Falls	IL	61071
Contact Name	Diane Hatfield	Phone	(815) 622-1115
Contact Title	Superintendent	Fax	
Email Address	dhatfield@rockfalls61071.com		

**Section (D) Products**

Qty	Model / Part Number	Description (Include Serial Number, if applicable)
1	DS75I-INTS3	3 Station Special: 2 Auto + Special Fdr + CIS Scanner + Multi License and OMS-500 Trial

**Section (E) Lease Payment Information & Schedule**

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i>	<b>Number of Months</b>		<b>Monthly Payment (Plus applicable taxes)</b>
	First	60	\$479.94
Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually			
<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears			

**Section (F) Service Products (Check all that apply)**

<input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions
---

**Section (G) Approval**

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and an Online Services and Software Agreement with Quadient, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-Dealer-V7-2020), which are also available at [www.quadient.com/Government-Equipment-Lease-Terms-Dealer-V7-2020](http://www.quadient.com/Government-Equipment-Lease-Terms-Dealer-V7-2020), and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

**Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.**

Authorized Signature

Print Name and Title

Date Accepted

Accepted by Quadient Inc and its Affiliates

Date Accepted



## GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

**1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

**2. Promise to Pay.** You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

### **3. Initial Term; Renewal.**

**3.1 FMV Lease.** The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

**3.2 LTOP Lease.** If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

**4. Payments.** Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

**5. Delivery and Location of Products.** The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

**6. Ownership, Use, and Maintenance of Products.** We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

**7. Assignment of Supplier's Warranties.** We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

**8. Relationship of the Parties.** You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

**9. Default.** You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**10. Finance Lease.** You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.



**11. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

**12. Return of Products.** Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

**13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.**

**14. Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

**15. Limitation of Liability.** WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678).** All other notices, requests and other communications hereunder shall be in writing and sent to: MallFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

**17. Integration. The Lease** represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

**18. Severability.** In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

**20. Survival of Obligations.** Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

**21. Choice of Law; Venue; and Attorney's Fees.** This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**22. FMV Leases.** If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

**23. LTOP Leases.** If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis.

**24. Termination.**

**24.1 Non-Appropriation.**

**a.** You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

**b.** You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar



equipment from any other party in the succeeding fiscal year.

**24.2 Convenience.** You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

**25. Additional Postage Meter Terms.** If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

## POSTAGE METER RENTAL AGREEMENT

**1. Incorporation of Certain Terms.** Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

**2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

**3. Rental Fee, Term, and Taxes.** The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such

certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

**4. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

**5. Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

**6. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extent allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

### 7. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the



covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

**8. United States Postal Service acknowledgement of deposit requirement.** By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

**9. Additional United States Postal Service terms.**

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to

\$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

**NeoFunds®/TotalFunds® ACCOUNT AGREEMENT**

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

**2. Establishment and Activation of Account.** You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United States Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

**3. Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds



automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

**4. Payment Terms.** You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

**5. Account Limit and Account Fees.** You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

**6. Cancellation and Suspension.** We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

**7. Default.** We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may

be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**8. Remedies.** If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

**9. Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

**10. Notice:** Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

**11. Miscellaneous.** You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

## MAINTENANCE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers to this Maintenance Agreement.

**2. Neopost's Terms and Conditions for Maintenance Services.** If the Order Form indicates that You have purchased maintenance services, then Neopost USA Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Neopost USA Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease and are NON-CANCELABLE. The current version of those terms and conditions are available at [www.neopostusa.com/maintenanceagreementV0613](http://www.neopostusa.com/maintenanceagreementV0613). You



agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

**3. Auto Ink Program.** If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the "Program"), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your NeoFunds or TotalFunds Account, You may opt out of the Program at any time by sending an email to [CIMneworders@neopost.com](mailto:CIMneworders@neopost.com).

## **ONLINE SERVICES AND SOFTWARE AGREEMENT**

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

**2. License Grant and Additional Terms.** In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or Independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at [www.neopostusa.com/softwareterms](http://www.neopostusa.com/softwareterms) and may be supplemented by Us or third party licensors, from time to

time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

**3. Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

**4. Use of Websites.** Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

# Rock Falls Utilities Infrastructure Project Request Form

Please fill in as much information as possible and email along with any relevant supporting documentation.  
Please submit a map delineating the area of the project if applicable.

Request Date: Sept 14, 2020

Department: Water

Project Name: 12" isolation Insta Valve North of Coloma Homes

Date for project to be started and completed: October 14, 2020

Project Cost Estimation or Quote: \$15,000

Project Requirements: Request for Proposal  Formal Bidding  Sole Source

Project Funding Source: Capital Improvement

Was the project included in the budget: Yes  No

Type of Project. Additional valve to the 12" existing cast iron main  
(Water main, sewer line, hydro, electric substation repair, etc.)

Project Description: Better Isolation for future mainbreaks or repairs to the system.

Is engineering required? Yes  No  If required, is it included in the cost? Yes  No

Date approved by Utility Committee: 9-28-2020

Date approved by Council (if applicable) \_\_\_\_\_

Capital Project

CITY OF ROCK FALLS

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

**RESOLUTION APPROVING THE BYLAWS OF THE ROCK RIVER WATERSHED  
GROUP**

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ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS  
THIS 6th DAY OF OCTOBER 2020

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this 6<sup>th</sup>  
day of October 2020.

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

**RESOLUTION APPROVING THE BYLAWS OF THE ROCK RIVER WATERSHED GROUP**

**WHEREAS**, the City of Rock Falls supports efforts to protect our community’s natural resources, particularly its wastewater; and

**WHEREAS**, the City of Rock Falls desires to be a part of the Rock River Watershed Group, whose purpose is the preservation and enhancement of the water quality of the Rock River watershed; and

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

**Section 1.** The Bylaws of the Rock River Watershed Group, as adopted on August 31, 2020 and attached hereto are approved.

**Section 2.** The City of Rock Falls hereby appoints Ed Cox to be its voting representative in the Rock River Watershed Group.

Approved this 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

NAY

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**BYLAWS  
OF  
ROCK RIVER WATERSHED GROUP**

Approved by the initial members of the Rock River Watershed Group: August 31, 2020

**ARTICLE I.**  
**NAME, PURPOSE AND MISSION**

1. Name. The name of this corporation shall be the Rock River Watershed Group.
2. Purpose. The Rock River Watershed Group is organized and shall be operated exclusively for charitable, research and educational purposes.
3. Mission. The mission of the Rock River Watershed Group, which furthers its charitable and educational purposes, is to bring together a diverse coalition of stakeholders to work together to preserve and/or enhance water quality in the Rock River watershed. The activities of the Rock River Watershed Group shall include, but are not limited to, the following:
  - a. the development of a Nutrient Assessment Reduction Plan;
  - b. participation in water quality monitoring efforts in the Rock River watershed;
  - c. development of a plan to preserve and/or enhance the water quality of the Rock River; and
  - d. promotion, as needed, of the adoption of the watershed plan by the appropriate entities who have the authority for its implementation.
4. Limitations. Notwithstanding any other provisions of these Bylaws:
  - a. No part of the net earnings of the Rock River Watershed Group shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that the Rock River Watershed Group shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.
  - b. No substantial part of the activities of the Rock River Watershed Group shall be the carrying on of propaganda, or otherwise attempting to influence legislation.
  - c. The Rock River Watershed Group shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.
  - d. The Rock River Watershed Group shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under section 501(c)(3) of the Code, or corresponding section of any future federal tax code; or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code, or corresponding section of any future federal tax code.

- e. Upon the dissolution of the Rock River Watershed Group, after paying or making provision for the payment of all of the liabilities of the Rock River Watershed Group, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, and any assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Rock River Watershed Group is then located, exclusively for such purposes or to such organization as said court shall determine, which are organized or operated exclusively for such charitable and educational purposes.

## **ARTICLE II. MEMBERS**

5. Powers. Subject to any limitations of the Articles of Incorporation, the Bylaws, or applicable law, and subject to the duties of members as prescribed by the Bylaws, all powers of the Rock River Watershed Group shall be exercised by or under the authority of, and the business and affairs of the Rock River Watershed Group shall be controlled by, the Board.

The Board shall consist of: (a) all Agency Members; and (b) no more than four (4) Associate Members. The initial Associate Members shall be selected by the Agency Members and shall each serve for one year. After the initial term, Associate Members shall be recommended by the Executive Committee and approved by the Board at the Board's annual meeting. An Associate Member who is also an Agency Member may not be appointed to the Board as an Associate Member. Where possible, Associate Members of the Board shall be replaced on a yearly basis and rotate thereafter.

Each member of the Board shall have one vote except for the Rock River Water Reclamation District, which shall have two votes.

Without limitation of the general powers of the Board, the Board shall have the following powers:

- a. To select and remove the members, officers, agents and employees of the Rock River Watershed Group; to prescribe their powers and duties, consistent with law, the Articles of Incorporation or the Bylaws; and to fix their compensation.
- b. To change the principal office of the Rock River Watershed Group from one location to another, and to establish the date, time and place of meetings of the Board.
- c. To elect an Executive Committee and to appoint other committees and to delegate to them any of the powers and authority of the Board in the management of the business and affairs of the Rock River Watershed Group, except as limited by law.

6. Membership. Membership in the Group shall be classified as an Agency Member, an Associate Member or an At-Large Member.
  - a. Agency Member – Agency Members shall be a public agency or unit of local government holding an NPDES permit for a discharge from a publicly owned treatment works (an NPDES wastewater permit) into the Rock River and its tributaries.
  - b. Associate Member – Associate Members shall be a public agency or unit of local government holding an NPDES permit for stormwater discharge (an NPDES stormwater permit).
  - c. At-Large Members – A non-permit holding, formal or informal organization that is located in the Rock River Watershed and has an interest in the mission and objectives of the Rock River Watershed Group. Examples include Sierra Club, Winnebago County Soil and Water Conservation District, or the Rockford Park District.
  - d. Admission to any membership category will be determined by the Executive Committee. Upon receipt of a written request for admission, the Executive Committee may approve said membership which will become effective upon the payment of the appropriate dues and will remain in effect as long as the member remains in good standing with the Group.
7. Removal. The Board may remove a member of the Board by two-thirds vote of the Board members present.
8. Place of Meetings. Regular and special meetings of the Board shall be held at the principal office of the Rock River Watershed Group or at any place designated from time to time.
9. Annual Meetings. The annual meeting of the Board shall be held each year at the date, place and hour fixed by the Board and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law or by these Bylaws, may be specified by the Board. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting.
10. Regular Meetings. The Board shall meet a minimum of four regularly scheduled meetings in a calendar year.
11. Special Meetings. Special meetings of the Board may be called by five or more members of the Board, by written notice given as provided by the Bylaws. No call of a special meeting of the Board shall be required if notice of the meeting shall have been waived in

writing or by other written means of communication by every member of the Board entitled to notice thereof.

12. Conduct of Meetings. The Chair shall preside at all meetings of the Board, or if the Chair is absent, by the Vice-Chair, or if the Vice-Chair is absent, by a designee appointed by the Chair to preside at such meeting.
13. Notices. Notice of all meetings of the Board shall be given in writing, stating the place, day and hour of the meeting, by the Secretary or Assistant Secretary, or the person or persons calling the meeting, e-mailed to each member of the Board at the email address provided to the Secretary. No notice need be given to any member of the Board with respect to a regular meeting where the place, day and hour of such meeting was announced at a prior meeting and such member of the Board was present for such announcement.
14. Quorum. A majority of the number of members of the Board in office shall be necessary to constitute a quorum for the transaction of business at any meeting. Every act or decision done or made by a majority of the members of the Board present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles of Incorporation. The members of the Board present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members of the Board to leave less than a quorum.
15. Adjourned Meetings. A majority of the members of the Board present at a meeting, whether or not a quorum, may adjourn any Board meeting to meet again at a stated day and hour or until the time fixed for the next regular meeting of the Board.
16. Action at Meeting. At any meeting of the Board, the action of the members of the Board on any matter brought before the meeting shall be decided by the vote of a majority of those present and voting. Each vote may be executed in person, by telephone or written communication. Every reference to majority or other proportion of members of the Board shall refer to a majority or other proportion of the votes of such members. All votes may be by voice or show of hands, unless a written ballot is requested by a member of the Board.
17. Action Without a Meeting. Any action required to be taken at a meeting of the Board, or any other action which may be taken at a meeting of the Board, may be taken by ballot without a meeting in writing by mail, email or any electronic means pursuant to which the members of the Board are given the opportunity to vote for or against the proposed action, and the action receives approval by the majority of the members casting votes, or such larger number as may be required by the Act, Articles of Incorporation or Bylaws, provided that the number of members casting votes would constitute a quorum if such action had been taken at a meeting. Voting must remain open for not less than five (5) days from the date the ballot is delivered; provided, however, in the case of a removal of one or more members, a merger, consolidation, dissolution for sale, lease or exchange of

assets, the voting must remain open for not less than twenty (20) days from the date the ballot is delivered.

18. Policies. The Board shall be authorized to adopt, from time to time, policies by which the Board shall govern; however, in the event that any policy conflicts with either the Articles of Incorporation or these Bylaws, the provisions of the Articles of Incorporation and these Bylaws shall control.
19. Telephone Meetings. Any one or more members of the Board, or any committee thereof, may participate in any meeting by conference telephone, computer network, or other method of communication that permits all persons participating in the meeting to hear or read statements of others participating at the same time. Participation by such method of communication shall constitute presence in person at the meeting.
20. Agents. To the extent permitted by law and not inconsistent with these Bylaws, the Board may appoint such agents or representatives of the Rock River Watershed Group with such powers and duties on behalf of the Rock River Watershed Group as the Board may delegate or assign.
21. Compensation. Members of the Group shall not receive any salary for their services, but by resolution of the Board, adopted in advance of or at or after the meeting for which payment is to be made, fees and expenses of attendance may be allowed for one or more of the members of the Group for attendance at outside meetings as a representative of the Rock River Watershed Group. Nothing herein shall be construed to preclude any member from serving the Rock River Watershed Group in any other capacity as an agent, employee, or otherwise and receiving compensation therefore.
22. Inspection of Books and Records. Any member of the Board shall have the right to examine at any reasonable time during regular business hours, at the principal office of the Rock River Watershed Group, books and records of the Rock River Watershed Group for a purpose reasonably related to the member's position. When there is doubt concerning the inspection rights of a member, the parties may petition a court of competent jurisdiction which may, in its discretion, determine whether any limitations or conditions should be imposed upon the same.

### **ARTICLE III. DUES**

23. Annual Dues. Annual dues are due on or before January 1 of each year. The annual dues for all members shall be set each year by recommendation of the Executive Committee to the membership and approval of the Board at the Annual Meeting. A member who has voluntarily withdrawn is not entitled to a pro-rata refund of any previously paid membership dues.

#### **ARTICLE IV. OFFICERS**

24. Number and Qualifications of Officers. The officers of the Board shall be the Chairperson of the Board, the Vice-Chair, the Treasurer/Secretary, and the Data Collection Chairman, or other officers as may be elected or appointed in accordance with the Bylaws. The officers shall be members of the Executive Committee. Every officer shall be a member of the Board. No person shall hold more than two offices at a time.
25. Election. Officers shall be elected from the Board and shall serve for a term of three years, or until his or her successor is duly elected and qualified. Election should be at the annual meeting or the first meeting of the Board held after the annual meeting.
26. Chairperson of the Board. Subject to the direction of the Board, the Chair of the Board shall have general supervision of the affairs of the Board and the Rock River Watershed Group.
27. Vice-Chair. In the absence of the Chairperson, the Vice-Chair shall have the duties of the Chairperson. Further, the Vice-Chair shall have those powers and responsibilities as prescribed by the Board.
28. Secretary/Treasurer. The Secretary shall attend, act as clerk or secretary of and shall keep, or cause to be kept, a book or books of minutes of all board and executive meetings of the Board. The Treasurer shall be responsible for all monies and other valuables of the Rock River Watershed Group. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Rock River Watershed Group with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Group as may be ordered by the Board and shall keep, or cause to be kept, an account of all his or her transactions as treasurer and of the financial condition of the Group, and shall render to the Chair of the Board and members, whenever they request it. He or she shall have such other powers and perform such other duties as may be prescribed by the Board and these Bylaws. He or she shall be bonded, if required by the Board.
29. Data Collection Chairperson. Subject to the direction of the Board, the Data Collection Chairperson shall have such duties as may be assigned from time to time by the Board or the Chair of the Board.
30. Subordinate Officers, Etc. The Board may appoint such other officers or assistant officers as the business of the Rock River Watershed Group may require, each of whom shall have the authority and perform the duties provided in these Bylaws or which the Board may from time to time specify, to serve for such term of office as the Board may specify, but not longer than three years, or until he shall resign or become disqualified to serve or be removed.
31. Compensation. The Officers of the Board shall not be compensated.

**ARTICLE V.  
COMMITTEES**

32. Executive Committee. The Executive Committee shall be made of the Officers of the Board.
33. Monitoring Committee. The Monitoring Committee shall be a Standing Committee of the Rock River Watershed Group. The Board may establish such other committees, including Standing Committees, as it deems appropriate from time to time.
34. Committee Chair. The chair of each committee shall be appointed by the Chair of the Board and approved by the Board. Each member of a committee who is a member shall serve in that position concurrently with the term of his or her membership during which he or she is elected or appointed to the committee. Committee members shall be appointed by the chair of the respective committee, and approved by the Chair of the Board. Any vacancy in a position shall be filled in the same way as the original position.
35. Committee Meetings. Each committee may meet at a stated time or upon notice by the committee chair to all members.

**ARTICLE VI.  
RESIGNATIONS AND FILLING OF VACANCIES**

36. Resignations. Any member, officer, committee chair, or committee member may resign at any time by giving notice of his or her resignation in writing to the Chair of the Board or the Secretary of the Board or chair of the respective committee. Any resignation shall be effective upon its receipt, without any necessity of acceptance.
37. Vacancies. If a vacancy in an office or position shall exist, whether by resignation, incapacity or death, in any position provided for herein, a majority of the Board then in office although less than a quorum, may appoint any qualified person to fill the vacancy for the remainder of the unexpired term or until his or her successor shall be duly elected and qualified.

**ARTICLE VII.  
OFFICE AND BOOKS**

38. Principal Office. The principal office of the Rock River Watershed Group shall be located within the Rock River watershed in Illinois, or such other location as the Board may from time to time establish.

39. Books and Records. There shall be kept at the principal office of the Rock River Watershed Group correct books of account of the activities and transactions of the Rock River Watershed Group.

#### **ARTICLE VIII. CONTRACTS**

40. Contracts. Except as otherwise provided, and to the extent permitted by law, the Board of the Rock River Watershed Group may authorize an officer, officers, agent or agents, or employee of the Rock River Watershed Group in the name of and on behalf of the Rock River Watershed Group, to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money or notes or other evidences of indebtedness, and such authority may be general or confined to specific instances. Notwithstanding the above, any check, draft or other order for the payment of money or notes or other evidence of indebtedness in excess of one thousand dollars (\$1,000) shall require the signature of two officers of the Board. Unless so authorized by these Bylaws or the Board, no officer, member, agent or employee shall have any power to bind the Rock River Watershed Group by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or for any amount.

#### **ARTICLE IX. FISCAL YEAR**

41. Fiscal Year. The fiscal year of the Rock River Watershed Group shall begin on the first day of January and end on the thirty-first day of December of each year.

#### **ARTICLE X. AMENDMENTS**

42. Amendments. These Bylaws may be amended or repealed at any meeting of the Board by two-thirds vote of members of the Board present.

#### **ARTICLE XI. TRANSACTIONS WITH RELATED PARTIES**

43. Conflicts of Interest. Except as prohibited by law, the Rock River Watershed Group may enter into contracts or transact business with any person, corporation, association, trust, company, organization or entity with which a member, officer or employee may be a director, officer, trustee, shareholder, beneficiary, stockholder, contractor, creditor, or otherwise interested party, provided such interest or association shall be fully disclosed to the Board.

**ARTICLE XII.  
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

44. Indemnification. To the extent permitted by law, the Rock River Watershed Group shall indemnify any person serving or who has served as a member, trustee, officer, employee, or agent of any organization in which the Rock River Watershed Group owns shares of or of which it is a creditor, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or settlement, as fines or penalties, or as attorney fees reasonably incurred in connection with the defense or disposition of any action, suit, or other proceeding, whether civil, criminal, or administrative, in which he or she may be involved or with which he or she may be threatened by reason of his being or having been an officer, member, trustee, employee or agent of the Rock River Watershed Group, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation.

As to the matter disposed of by a compromise payment by a member, officer, trustee, employee or agent, pursuant to a consent decree or otherwise, no indemnification shall be provided unless:

- a. Such compromise is approved by a disinterested majority of the members of the Board then in office, as being in the best interests of the Rock River Watershed Group, after notice that the compromise involves indemnification; or
- b. In the absence of action by a disinterested majority of the members, at the request of a majority of the members then in office, an opinion in writing has been obtained from independent legal counsel to the effect that the member or Officer sought to be indemnified appears to have acted in the reasonable belief that his or her action was in the best interest of the Rock River Watershed Group.

From time to time, the Rock River Watershed Group may pay expenses, including attorney fees, reasonably incurred by the member, officer, trustee, employee or agent, in connection with the defense or disposition of an action, suit, or other proceeding, in advance of the final disposition thereof, upon receipt of the undertaking by such person to repay the amounts paid by the Rock River Watershed Group if it is ultimately determined that indemnification is not authorized under this article.

The right of indemnification hereby provided shall not be exclusive or affect any other right to which a member, officer, trustee, employee or agent may be entitled. Nothing contained herein shall affect any right of indemnification to which personnel may be entitled, by contract or by law.

For purposes of this article only, the terms "member," "officer," "trustee," "employee," and "agent" shall include the respective heirs, executors, and administrators of any such person. An "interested" member, officer, trustee, employee, or agent is one against

whom, by reason of such capacity, the proceedings in question or other proceeding on the same or similar grounds is then pending.

**ARTICLE XIII.  
PERSONAL LIABILITY**

45. Personal Liability. No member, officer, or agent of the Rock River Watershed Group shall be personally liable for any debt, liability, or obligation of the Rock River Watershed Group. All persons, corporations or other entities extending credit to, contracting with, or having claim against the Rock River Watershed Group may look only to the funds and property of the Rock River Watershed Group for payment of any such contract or claim or for payment of the debt, damages, judgment or decree, or any money that may otherwise become due or payable from the Rock River Watershed Group.

**ARTICLE XIV.  
PUBLIC STATEMENTS**

46. Public Statement. Public statements made in the name of this corporation must have the approval of the Board.

Date of Issuance: September 14, 2020	Effective Date:
Owner: City of Rock Falls	Owner's Contract No.:
Contractor: Gensini Excavating	Contractor's Project No.:
Engineer: Stanley Consultants	Engineer's Project No.: 28344.01.00
Project: Schmitt Property Water & Sewer Extension	Contract Name: Schmitt Property Water & Sewer Extension

The Contract is modified as follows upon execution of this Change Order, to a total change of +\$23,657.82:

A. +\$11,449.00: Work completed doing directional bore of conduit under driveway apron of IDOT entrance, west of Rte-40. This work was priced at \$107/LF in letter June 2019 (attached); unit estimate when this price was approved was 100 LF, true distance was 107 LF.

B. +\$12,208.82: Additional work by contractor related to reinstating broken I-Fiber line. See attached letter and contractor backup for detailed information.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,959,497.50</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>185,198.67</u> increase	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>2,144,696.17</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<u>(Increase)</u> [Decrease] of this Change Order: \$ <u>23,657.82</u> increase	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>2,168,353.99</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Kate Stephens</u>	Title: _____	Title: <u>Estimator</u>
Date: <u>Sept. 14, 2020</u>	Date: _____	Date: <u>9-18-2020</u>
Approved by Funding Agency (if applicable)		
By: _____	Date: _____	



June 25<sup>th</sup>, 2019

RE:  
Schmitt Property Sewer & Water Extension  
Additional Pipe Pricing  
Rock Falls, IL

The following prices are for providing & installing various piping based on the meeting on 6-24-2019.

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>UNITS</u>	<u>TOTAL</u>
Directional Bore 24 <sup>th</sup> street to gravel parking lot	\$115/LF	500 LF	\$57,500.00
Directional Bore 6" & 4" conduit across Idot entrance	\$107/LF	100 LF	\$10,700.00
Directional Bore 6" Days INN	\$75/LF	500 LF	\$37,500.00
Directional Bore 12" Days INN	\$124.5/LF	400 LF	\$49,800.00
Open Cut 4" Fiber in Field	\$40/LF	500 LF	\$20,000.00
		actual 107 LF	actual \$11,449

Excludes:

- Anything not specifically stated.
- Trench Backfill
- All pricing is based on sandy soils if any rock is encountered it will be charged at a higher negotiated price or on time and material.

Signed By: Michael J. Garland  
Michael J. Garland, Estimator

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

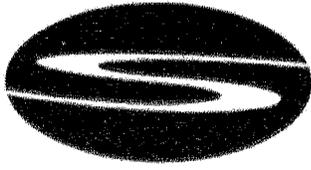
ROCK FALLS CANAL PROJECT  
8/13 EXTRAS DUE TO I FIBER

COST BREAKDOWN FOR EXTRAS THAT WERE NEEDED TO PLACE A NEW  
I FIBER LINE DUE TO CUTTING IT ON PREREAM OF THE ELECTRICAL BORES  
ALL OVERTIME WAS NEEDED FOR THE REPAIR OF THE FIBER LINE.  
THIS ALSO INCLUDES 180' OF BORING 7 CELL FIBER CONDUIT

	UNIT/OT	COST	TOTAL
ROBBY G (OP)	18	\$106.95	\$1,925.25
PETE KIRBY (OP)	18	\$106.95	\$1,925.25
AARON V (OP)	8	\$106.95	\$855.60
ADAM S (LB)	18	\$82.14	\$1,478.52
JARRED W (LB)	18	\$82.14	\$1,478.52
JUSTIN D (LB)	18	\$82.14	\$1,478.52
JIM N (LB)	18	\$82.14	\$1,478.52
RYAN M (LB)	18	\$82.14	\$1,478.52
ANDY L (LB)	8	\$82.14	\$657.12
SHOP DELIVERYS	4 HRS	\$45.00	\$180.00
LIGHT PLANT	12 HRS	\$15.00	\$180.00
EXCAVATOR	12 HRS	\$40.00	\$480.00
EXTRA WATER TRUCK	16 HRS	\$45.00	\$720.00
DIRECTIONAL BORE MACHINE	8 HRS	\$225.00	\$1,800.00
		TOTAL	\$16,115.82

16,118.82 IS THE TOTAL FOR THE OT ON THURSDAY INTO FRI I DO REALIZE WE NEED TO SUBTRACT  
WHAT WOULD HAVE BEEN NORMAL HOURS WORKED WHICH WOULD TOTAL 3,910.00

**TOTAL EXTRA LABOR AND EQUIPMENT IS 12,208.82**



September 22, 2020

Ms. Robbin Blackert  
City Administrator  
603 W. 10th Street  
Rock Falls, Illinois 61071  
815-564-1366  
rblackert@rockfalls61071.com

**RE: Narrative of I-Fiber impact and reinstatement work for Change Order 4 of Schmitt Property Contract**

Dear Ms. Blackert:

This letter is to provide written record of the construction activities related to impacting and assisting in repair of the I-Fiber line. The work took place August 13 and 14, 2020, during the HDD crossing of the Hennepin Canal for The Schmitt Property Water & Sewer Extension project. This incident resulted in Change Order 4 Item B, an additional \$12,208.82 to the contract.

What follows is a summary of events as seen by I-Fiber, Contractor (Gensini Excavating as prime, Kirby Cable as sub doing HDD), Engineer (Stanley Consultants), and the City:

- In June 2019, the I-Fiber cable was discovered to interfere with the HDD route when it was marked in the field though the JULIE ticket. This utility was not believed to be in this location during design.
- I-Fiber provided as-built drawings with a plan view only (attached). No profile data was on record, however I-Fiber told Engineering overland installations are generally 3-5 feet below grade. Depths on the banks and in the canal were unknown to I-Fiber. Location of the fiber within the canal was based on measurements taken over the I-Fiber on the banks and a straight line was assumed between those two points (there were no specific measurements made in the canal).
- Alternate routes were pursued. Ultimately the HDD was adjusted east slightly with intention to stay east of the I-Fiber line as much as possible while staying west of all ComEd structures. Per plan, this would result in crossing under I-Fiber on the land south of the canal and staying east of I-Fiber in the canal crossing. Construction of the alternative route was approved in late May 2020, after the adjacent Landis property easement was obtained.
- In a call on Friday Jun 5, 2020, I-Fiber, Gensini / Kirby, Stanley, and the City, came to an understanding on mitigating risk if the I-Fiber cable was impacted during construction. In short, the plan was to install the conduit bundle HDD as the first bore, and have I-Fiber's Multicell duct included in this Bore as a contingency.
- On Monday August 10, Kirby Cable began reaming for the first HDD crossing the Hennepin canal. The process takes about a week from the first pass to pulling through of the utility.



- Sometime in the morning of Thursday August 13, the I-Fiber line was hit by the drilling tool. This timeframe was determined based on when I-Fiber began receiving questions about lost service from customers.
- According to Kirby Cable, the impact occurred somewhere under the canal, during the final reaming size of the HDD. Kirby had intended to pull the conduit into place the next day.
- To reinstate service as quickly as possible, Kirby Cable brought in a second crew to work overnight and pull the conduit bundle. I-Fiber's multicell was pulled through the Rock Falls Fiber conduit. They completed the work and left the site by 8 am Friday August 14.
- I-Fiber's subcontractor was onsite sometime in the afternoon of Friday August 14 and completed reinstatement of I-Fiber's service that day.
- On Thursday August 13, I-Fiber (Lance Sandy) reached out to Kate Stephens of Stanley Consultants to ask where to send an invoice for the impact to their service. We spoke on the phone that afternoon about the City and Contractor's position that we did all that we could, but ultimately a lack of sufficient accurate as-built information regarding the I-Fiber cable in the canal was the reason for the fiber being hit. We have not had any additional conversations with Mr. Sandy although we have tried calling him.
- All documentation of conversation and as-builts were shared with the City on Friday morning, August 14.
- In September, the Contractor prepared Application for Payment No. 5 which included the added costs of working overnight to reinstate the I-Fiber as quickly as possible, at an added contract cost of \$12,208.82. Please see full back-up attached to this change order.

We have reviewed the records and recommend approval of this added contract cost.

If the city wishes to pursue I-Fiber to negotiate covering this cost, contact Lance Sandy:

Lance Sandy  
OSP/ GIS Network Architect with I-Fiber and Northern Illinois University  
lsandy@niu.edu  
815-753-6075

Note that Change Order 4 also has an item A, boring electrical conduit under the driveway apron of IDOT entrance (west of I-40). This work was approved in 2019 but completed in 2020 when Kirby Cable was in the area for the Hennepin Canal Bore. Item 4A was \$107/LF for 107 LF, totaling \$11,449.00. The total of Change Order 4 is an addition of \$23,657.82 to the contract price. See full back-up attached to this change order.



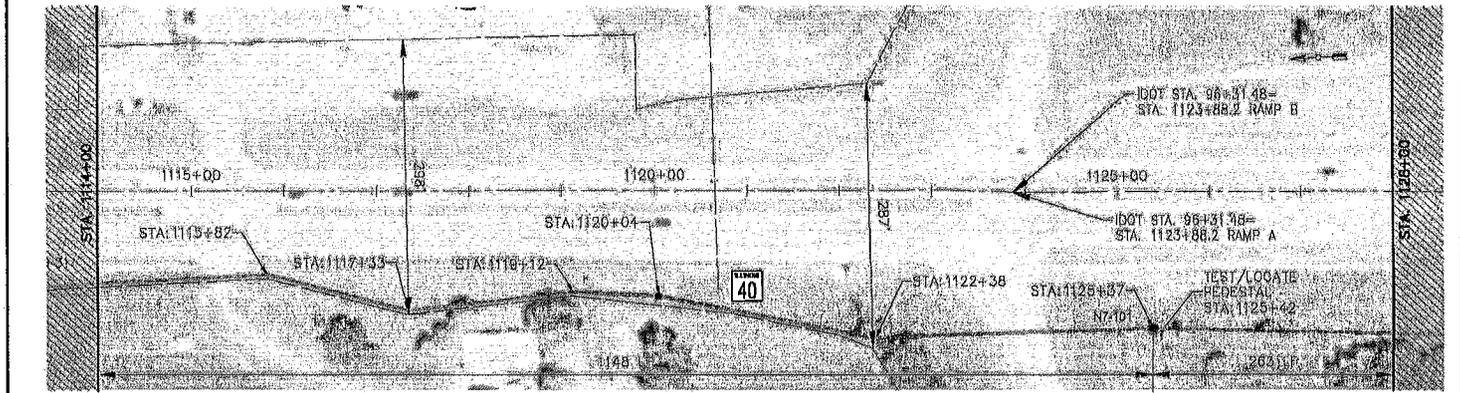
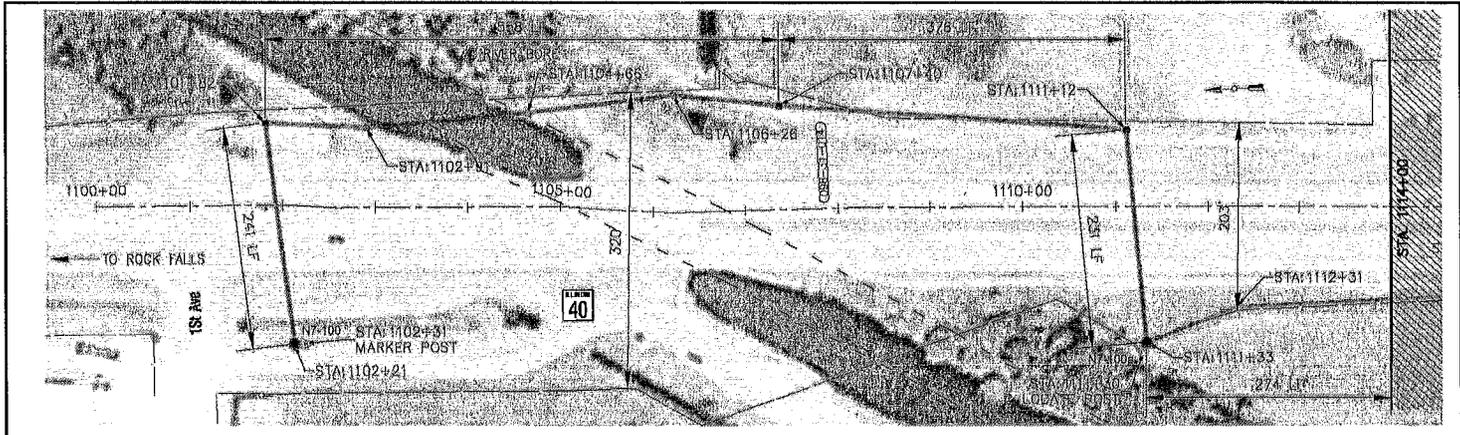
Robbin Blackert  
September 22, 2020

Please let me know if you have any questions or comments.

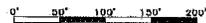
Sincerely,  
Stanley Consultants, Inc.

Kate Stephens, PE  
Engineer, Stanley Water Market

Attachments: I-Fiber As-Builts: "191111\_As-Builts\_iFiber – Hwy 40 at canal.pdf"



FIBER OPTIC WILL BE INSTALLED IN 4 DUCT FUTURE PATH MICRODUCT UNLESS INDICATED OTHERWISE.



DESIGNED -	REVISED -	12/29/10
DRAWN -	REVISED -	
CHECKED -	REVISED -	
DATE -	REVISED -	

IFIBER  
ILLINOIS BROADBAND OPPORTUNITY PARTNERSHIP - NORTHWEST

ROUTE - ROCK FALLS TO HAHNAMAN RD  
ASBUILTS

PROJECT NO. 108117 BIA

TO STA.

DATE	BY

August 19, 2020

City of Rock Falls  
603 West 10<sup>th</sup> St.  
Rock Falls, IL 61071

Subject: Exercising request extension of Initial Term  
L15508-Laydown yard

Dear Sir:

Commonwealth Edison Company is exercising a request for extension as outlined in Section 1, and further defined in Section 9, in that certain Laydown and Storage Lease dated February 12, 2020 (the "Lease") between the City of Rock Falls as Landlord, and Commonwealth Edison Company, an Illinois Corporation, as tenant.

The exercised option which is contained in Section 1 of the Lease is written as follows:

1. Term: The term of this lease shall commence on May 1, 2020, and end on January 31, 2021, unless sooner terminated as hereinafter provided (the "Initial Term"), if the tenant wishes to request an extension of the initial term. Tenant shall provide City with written note of any request for extension, and duration thereof, on or before January 1, 2021 (the extension request). Upon formal approval by the City, the Initial Term shall be extended until month date that Landlord specifies, if the City determines to grant a requested extension or portion thereof. If the City fails to or refuses to grant such a requested extension, The Lease will terminate on January 31, 2021. For purposes of this Lease, the term "Term" shall mean and refer to the Initial Term and the Extension Term, if applicable.

The exercised option is further defined by Section 9 of the Lease is written as follows:

9. Sale/Termination: In the event Landlord desires to sell the parcel, which contains the Leased Premises, it shall provide Tenant with one hundred fifty (150) days' notice to vacate the property. Upon receipt of such notice, Tenant shall take all steps necessary to remove items located on the Leased Premises, and return the same to the City in the same condition originally provided subject to reasonable wear and tear, and agrees that Lease shall terminate on the 151<sup>st</sup> day following said notice. Sale of less than the entire parcel shall not permit the City to terminate that Lease.

We are requesting an extension of our Initial Term, which will become effective February 1, 2021 to June 1, 2021, unless further extended by Tenant pursuant to the terms of the Lease.

Signature Page to Follow

We look forward to continual use of this location (attached Exhibit "A") during Commonwealth Edison Company Project. We appreciate your continued support in this project.

TENANT

Yours Truly,  
COMMONWEALTH EDISON COMPANY

By: Mark Primm  
Mark Primm  
Director of Real Estate and Facilities

LANDLORD:

CITY OF ROCK FALLS

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

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

## **Job Description**

**Job Title:** Fiber Outside Plant Supervisor

**Report to:** Electric Director

### **Summary**

The Fiber Outside Plant Supervisor will manage the construction and day-to-day operations, maintenance and repair of the City's fiber optic network. This is a "hands on" position.

### **Essential Duties & Responsibilities:**

- Inspect and assure construction work quality of Fiber OSP.
- Verify supplier invoices match the work actually performed in the field and ensure that all contractual specifications are met.
- Manage OSP fiber network Operations & Maintenance.
- Coordinate and manage fiber splicing and restoration.
- Coordinate and manage fiber drop installations.
- Document and record existing fiber network and construction field changes. Maintain comprehensive and orderly records and project documents.
- Participate in project meetings and effectively support the overall project effort.
- Resolve OSP roadblocks.
- Develop high-level fiber designs from both desktop and field review.
- Develop cost estimate models.
- Develop right-of-way analysis of the proposed fiber plant, such as the identification of utility and permit applications needed for a project.
- Work with utilities in underground and aerial right-of-way applications.
- Manage OSP material ordering.
- Contribute to optimization and value engineering of fiber network design.
- Develop, read, and manage fiber splice documents, including fiber splice diagrams, OTDR, and Power Meter readings.
- Other duties as assigned.

### **Qualifications:**

- Minimum 10 years of experience with outside plant fiber optics in the Telecommunications industry desired. Must be able to read and understand construction documents.
- Familiar with all facets of OSP management, including quoting, construction, delivery, records, maintenance and repair. "Hands on".
- Familiar with MS Excel, Word, Google Earth and AutoCad Viewers.