

# 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

August 4, 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 July 21, 2020 Regular Council Meeting
2. Approval of bills as presented

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

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

1. Ordinance 2020-2489 – Authorizing Sale of Surplus Property and Further Authorizing the Mayor to Execute and Agreement with Syndeo Networks, Inc. for the Same

**City Administrator Robbin Blackert**

1. Amendment No. 1 to Redevelopment Agreement between the City of Rock Falls and Zesty Meatloaf

**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

1. Approve the purchase of a 2020 Ford Transit Van for the Twin City Emergency Response Team in the amount of \$27,667.10 from Kunes Country Ford-Lincoln of Sterling
2. Approval of Utility Write-Offs - April 2020 through June 2020

### Ward 2

Alderman Brian Snow - Building Code Committee Chairman

Alderman Casey Babel

### Ward 3

Alderman Jim Schuneman - Utility Committee Chairman/Tourism Committee Chairman

1. Ordinance 2020-2490 - Authorizing a Variance from Certain Provisions of Rock Falls Municipal Code Relating to Construction in the Right-of-Way Pursuant to Petition of U.S. Cellular

Alderman Rod Kleckler - Public Works/Public Property Committee Chairman

### Ward 4

Alderman Lee Folsom - Police/Fire Committee Chairman

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

### **Mayor's Report**

#### **Executive Session:**

1. Section 2(c)(21) - Review of Closed Session Minutes
2. Section 2(c)(1) - Personnel - Employee hiring, firing, compensation, discipline and performance
3. Section 2(c)(2) - Collective Bargaining - Collective negotiating matters and deliberations concerning salary schedules

#### **Action Taken from Executive Session**

#### **Adjournment**

Next City Council meeting - August 18, 2020 at 6:30 p.m.

Posted: July 31, 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

July 21, 2020

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. July 21, 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, Snow, Folsom and Sobottka. Alderman Schuneman and Kleckler being absent. In addition Attorney Matt Keegan, Attorney James Reese and City Administrator Robbin Blackert were present.

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

1. Approval of the Minutes of the July 7, 2020 Regular Council Meeting
2. Approval of bills as presented

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

**Vote 5 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Palmer to approve Ordinance 2020-2488 - Approving Electric Utility Easement and Authorizing the Mayor to Execute a Farm Lease with Hoffman Brothers Partnership including the change on page one of the agreement from one dollar to one hundred fifty dollars.

**Vote 5 aye, motion carried.**


A motion was made by Alderman Snow and second by Alderman Folsom to approve the Mayor's Appointment of Casey Babel to the vacant position of Ward 2 Alderman, term to run until April 2021.

**Vote 5 aye, motion carried.**

Deputy City Clerk Michelle Conklin swore in Casey Babel as Ward 2 Alderman.

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

**Viva Voce Vote, motion carried. (6:39 p.m.)**



Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 08/04/2020

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		1265.74
General Fund		392060.86
Electric		494934.03
Building Code Demolition Fund		880.00
Employee Group Insurance		67.30
Fiber Optic Broadband	Taxable	853.80
	Tax Exempt	320.86
Sewer		20418.13
Water		23881.20
Garbage Fund		237.50
Customer Service Center		312.48
DUI Fund		\$4,464.07
Customer Utility Deposits		\$260.92
Motor Fuel Tax Fund		\$383.57
		\$940,340.46

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 07/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
200	COM ED	349.23	21.23
5015	CARD SERVICE CENTER	5,042.80	747.66
5032	COMCAST	966.00	5.33
T0005337	STAHR MEDIA	300.00	25.00
	TOURISM		799.22
GENERAL FUND			
01	ADMINISTRATION		
5015	CARD SERVICE CENTER	5,042.80	54.99
5032	COMCAST	966.00	5.33
	ADMINISTRATION		60.32
02	CITY ADMINISTRATOR		
5032	COMCAST	966.00	2.66
	CITY ADMINISTRATOR		2.66
04	BUILDING		
5015	CARD SERVICE CENTER	5,042.80	7.00
5032	COMCAST	966.00	10.66
5253	WEX BANK	8,686.71	124.32
	BUILDING		141.98
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	5,042.80	47.79
5032	COMCAST	966.00	10.66
	CITY CLERK'S OFFICE		58.45
06	POLICE		
2380	AUTOZONE	125.02	17.99

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INVOICES DUE ON/BEFORE 07/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
364	GRUMMERTS HARDWARE - STERLING	220.14	29.99
4651	MOST PLUMBING & MECHANICAL LLC	802.50	389.75
4796	VERIZON WIRELESS	3,079.60	309.92
5015	CARD SERVICE CENTER	5,042.80	32.09
5032	COMCAST	966.00	82.51
5096	TREASURER, STATE OF ILLINOIS	40.00	20.00
5097	ILLINOIS STATE POLICE	240.00	120.00
5098	ILLINOIS OFFICE OF THE	240.00	120.00
5253	WEX BANK	8,686.71	2,741.88
795	SBM BUSINESS EQUIPMENT CENTER	2,796.37	206.86
	POLICE		4,070.99
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	1,581.81	68.12
2606	MIKE'S REPAIR SERVICE	329.11	74.99
2611	FISCH MOTORS INC	103.00	68.00
2985	WALMART COMMUNITY/SYNCB	866.59	17.62
350	GISI BROS. INC.	1,794.58	967.14
4207	O'REILLY AUTOMOTIVE INC	1,121.98	14.69
4775	BIRKEY'S FARM STORE INC		78.62
4862	HAMPTON EQUIPMENT CO INC	101.42	105.46
5015	CARD SERVICE CENTER	5,042.80	300.91
5032	COMCAST	966.00	5.33
5253	WEX BANK	8,686.71	484.71
55	ARAMARK UNIFORM SERVICES, INC.	2,514.89	88.60
651	NICOR	6,628.51	133.37
852	S.J. SMITH CO INC	251.59	60.00
T0005087	PIONEER RESEARCH	7,296.00	3,686.75
	STREET		6,154.31
12	PUBLIC PROPERTY		
423	AT&T	2,402.97	562.98
5015	CARD SERVICE CENTER	5,042.80	24.51
	PUBLIC PROPERTY		587.49
13	FIRE		

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INVOICES DUE ON/BEFORE 07/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
2776	EAGLE ENGRAVING INC		9.80
2985	WALMART COMMUNITY/SYNCB	866.59	295.93
5015	CARD SERVICE CENTER	5,042.80	808.66
5032	COMCAST	966.00	38.55
5253	WEX BANK	8,686.71	522.82
	FIRE		1,675.76
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	817.80	39.53
1279	WILCO RENTAL	175.17	1,324.00
1527	RESCO	48,144.52	13,856.00
194	GRUMMERT'S HARDWARE - R.F.	1,581.81	43.43
219	CRESCENT ELECTRIC	648.08	151.49
2985	WALMART COMMUNITY/SYNCB	866.59	56.73
395	HILLS ELECTRIC MOTOR SERVICE	234.75	51.16
4027	WHITESIDE COUNTY RECORDER	173.50	43.00
4215	POWER LINE SUPPLY	9,650.16	3,450.50
4626	ENGEL ELECTRIC CO.	3,434.18	1,621.63
4656	THOMPSON TRUCK AND TRAILER		1,763.24
5008	POWER SYSTEM ENGINEERING INC	26,093.25	2,635.00
5015	CARD SERVICE CENTER	5,042.80	689.91
5022	AIMS MECHANICAL, LLC	239,036.00	50,620.00
5032	COMCAST	966.00	26.65
5144	INMAN ELECTRIC MOTORS		52,420.00
5253	WEX BANK	8,686.71	1,077.65
67	B & D SUPPLY CO.	96.51	45.12
	OPERATION & MAINTENANCE		129,915.04
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
2451	MENARDS	855.20	55.19
5015	CARD SERVICE CENTER	5,042.80	109.82
5071	MILLENNIUM		228.06
5253	WEX BANK	8,686.71	85.73
5255	SMARTRG INC	750.00	375.00
	FIBER OPTIC BROADBAND/TAXABLE		853.80

INVOICES DUE ON/BEFORE 07/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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FIBER OPTIC	BROADBAND/TXEXEMPT		
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5015	CARD SERVICE CENTER	5,042.80	320.86
	FIBER OPTIC BROADBAND/TXEXEMPT		320.86
SEWER FUND			
38	OPERATION & MAINTENANCE		
200	COM ED	349.23	128.10
2517	WM CORPORATE SERVICES, INC	6,786.60	926.60
2985	WALMART COMMUNITY/SYNCE	866.59	70.24
4027	WHITESIDE COUNTY RECORDER	173.50	43.00
4796	VERIZON WIRELESS	3,079.60	166.84
4941	MUNICIPAL INSUR COOP AGENCY	582,723.00	2,032.50
5032	COMCAST	966.00	18.65
5060	SAUK VALLEY PEST CONTROL INC	605.00	90.00
5253	WEX BANK	8,686.71	329.48
	OPERATION & MAINTENANCE		3,805.41
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	12,878.36	426.46
	WATER		426.46
48	OPERATION & MAINTENANCE		
2212	ALLIANCE MATERIALS, INC.	623.79	92.50
2985	WALMART COMMUNITY/SYNCE	866.59	125.30
4207	O'REILLY AUTOMOTIVE INC	1,121.98	19.44
5032	COMCAST	966.00	13.32
5253	WEX BANK	8,686.71	415.38
55	ARAMARK UNIFORM SERVICES, INC.	2,514.89	97.83
631	MURRAY & SONS EXCAVATING, INC	67,322.50	4,441.00
	OPERATION & MAINTENANCE		5,204.77
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		



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INVOICES DUE ON/BEFORE 07/24/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2688	STAPLES CREDIT PLAN	315.93	15.00
5032	COMCAST	966.00	18.65
	CUSTOMER SERVICE CENTER		33.65
DUI FUND			
55	DUI		
T0004231	ULTRA STROBE COMMUNICATIONS	788.62	788.62
	DUI		788.62
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS, INC.	623.79	383.57
	MOTOR FUEL TAX		383.57
	TOTAL ALL DEPARTMENTS		155,283.36

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INVOICES DUE ON/BEFORE 07/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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TOURISM			
05	TOURISM		
5178	COMCAST BUSINESS	1,618.50	19.39
771	PINNEY PRINTING CO	8,198.63	122.13
T0003035	BYERS ENTERPRISES LLC	750.00	325.00
	TOURISM		466.52
GENERAL FUND			
01	ADMINISTRATION		
5178	COMCAST BUSINESS	1,618.50	19.39
	ADMINISTRATION		19.39
02	CITY ADMINISTRATOR		
5178	COMCAST BUSINESS	1,618.50	19.39
	CITY ADMINISTRATOR		19.39
04	BUILDING		
194	GRUMMERT'S HARDWARE - R.F.	1,693.36	11.69
5178	COMCAST BUSINESS	1,618.50	38.83
5220	TECHNOLOGY FINANCE CORP	2,373.88	30.43
795	SBM BUSINESS EQUIPMENT CENTER	3,003.23	187.03
	BUILDING		267.98
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS	1,618.50	38.81
	CITY CLERK'S OFFICE		38.81
06	POLICE		
1448	IL DEPT OF INNOVATION &	1,195.29	398.43
4572	CHARLES SCHWAB & CO INC	2,761.78	321,489.24
5032	COMCAST	1,204.30	6.34

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
5178	COMCAST BUSINESS	1,618.50	77.57
655	NW IL CRIMINAL JUSTICE COMM		170.00
795	SBM BUSINESS EQUIPMENT CENTER	3,003.23	443.88
	POLICE		322,585.46
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	56,812.43	1,115.95
2606	MIKE'S REPAIR SERVICE	404.10	53.70
2611	FISCH MOTORS INC	171.00	102.00
4207	O'REILLY AUTOMOTIVE INC	1,156.11	52.23
5120	PROFESSIONAL LOT MAINTENANCE		50,000.00
5178	COMCAST BUSINESS	1,618.50	19.39
5220	TECHNOLOGY FINANCE CORP	2,373.88	243.47
55	ARAMARK UNIFORM SERVICES, INC.	2,701.32	88.60
	STREET		51,675.34
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	1,693.36	10.79
2451	MENARDS	910.39	46.58
4651	MOST PLUMBING & MECHANICAL LLC	1,192.25	821.00
5209	ASCAP		12.83
	PUBLIC PROPERTY		891.20
13	FIRE		
350	GISI BROS. INC.	2,761.72	608.42
4571	CHARLES SCHWAB & CO INC	2,761.78	3,144.73
5178	COMCAST BUSINESS	1,618.50	58.18
	FIRE		3,811.33
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
T0004806	ARREZOLA LAWN CARE	2,010.00	880.00
	BUILDING CODE DEMOLITION FUND		880.00

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	94.40	67.30
	EMPLOYEE GROUP INS		67.30
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	857.33	29.43
1527	RESCO	62,000.52	6,321.50
2557	ASPLUNDH TREE EXPERT CO.	62,362.60	13,123.78
283	ANIXTER INC	92,873.05	26,228.95
31	ALTEC INDUSTRIES, INC.	1,436.06	1,231.23
395	HILLS ELECTRIC MOTOR SERVICE	285.91	89.30
4207	O'REILLY AUTOMOTIVE INC	1,156.11	23.87
4626	ENGEL ELECTRIC CO.	5,055.81	185.00
4656	THOMPSON TRUCK AND TRAILER	1,763.24	876.95
4938	MICHLIG ENERGY LTD	52,368.83	8,079.18
5107	J F BRENNAN CO INC	13,925.00	4,597.50
5132	RTS MULCH INC		150.00
5163	INNOVATIVE UTILITY PRODUCTS		999.52
5178	COMCAST BUSINESS	1,618.50	38.85
5220	TECHNOLOGY FINANCE CORP	2,373.88	517.39
T0003316	KUHLEMIER PAINTING		1,200.00
T0005256	TRI-CITY ELECTRIC COMPANY	273,089.18	301,308.59
T0005355	MELVIN BEROGAN		17.95
	OPERATION & MAINTENANCE		365,018.99
SEWER FUND			
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	56,812.43	343.70
	SEWER		343.70
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	517.50	979.30
2451	MENARDS	910.39	74.43
2655	MISSISSIPPI VALLEY PUMP, INC.	828.00	7,579.00
4027	WHITESIDE COUNTY RECORDER	259.50	43.00

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INVOICES DUE ON/BEFORE 07/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
4119	USA BLUE BOOK	754.19	2,397.05
4913	MID-WEST TRUCKERS ASSOC INC		80.25
4990	TROJAN TECH/BNS FBO		3,623.99
5178	COMCAST BUSINESS	1,618.50	19.39
5220	TECHNOLOGY FINANCE CORP	2,373.88	182.61
5283	RHINO INDUSTRIES INC	6,841.00	1,290.00
	OPERATION & MAINTENANCE		16,269.02
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	13,304.82	16,755.60
	WATER		16,755.60
48	OPERATION & MAINTENANCE		
2451	MENARDS	910.39	171.85
4027	WHITESIDE COUNTY RECORDER	259.50	43.00
4207	O'REILLY AUTOMOTIVE INC	1,156.11	97.97
4655	WHEELHOUSE, INC.	119.25	79.25
5141	CINTAS CORPORATION	193.53	25.50
5178	COMCAST BUSINESS	1,618.50	19.39
5220	TECHNOLOGY FINANCE CORP	2,373.88	213.04
5238	FDF INC	375.00	625.00
5296	BRADFORD SUPPLY CO		121.54
55	ARAMARK UNIFORM SERVICES, INC.	2,701.32	97.83
	OPERATION & MAINTENANCE		1,494.37
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	131,719.72	237.50
	GARBAGE		237.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		

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INVOICES DUE ON/BEFORE 07/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5178	COMCAST BUSINESS	1,618.50	38.83
760	ROCK FALLS POSTMASTER	7,000.00	240.00
	CUSTOMER SERVICE CENTER		278.83
DUI FUND			
55	DUI		
T0004231	ULTRA STROBE COMMUNICATIONS	1,577.24	3,315.45
T0005353	JR SIGN CO		360.00
	DUI		3,675.45
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005352	BROOKE REINBECK		133.78
T0005354	SCOTT MCDUFFY		127.14
	CUSTOMER UTILITY DEPOSITS		260.92
	TOTAL ALL DEPARTMENTS		785,057.10

CITY OF ROCK FALLS

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

**ORDINANCE AUTHORIZING SALE OF SURPLUS PROPERTY  
AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH SYNDEO NETWORKS, INC. FOR THE SAME**

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

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

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

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

**ORDINANCE AUTHORIZING SALE OF SURPLUS PROPERTY  
AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH SYNDEO NETWORKS, INC. FOR THE SAME**

**WHEREAS**, the City of Rock Falls (the “City”) is the owner and operator of certain fiber optic infrastructure (the “Fiber Asset”), consisting of approximately 2.5 miles of physical fiber lateral located within the City of Dixon, Lee County, Illinois, which Fiber Asset is primarily utilized for providing high-speed internet services to Katherine Shaw Bethea Hospital and nearby units of local government; and

**WHEREAS**, the Mayor and City Council of the City (collectively, the “Corporate Authorities”) have reviewed the needs of the City with reference to the Fiber Asset, have made a careful study of said needs and have determined and concluded that the Fiber Assets are no longer useful or necessary to the function of the City and are declared to be surplus personal property of the City; and

**WHEREAS**, pursuant to Section 11-76-4 of the Illinois Municipal Code (the “Code”), the corporate authorities of a municipality may by ordinance authorize the sale of surplus personal property owned by the municipality in such manner as they may designate, with or without advertising the sale; and

**WHEREAS**, Syndeo Networks, Inc., an Illinois corporation (“Syndeo”), has indicated its desire to purchase the Fiber Asset and to assume the City’s contractual liabilities with respect to the same; and

**WHEREAS**, in connection with said purchase, Syndeo and the City have negotiated and desire to enter into an Asset Transfer Agreement (the “Agreement”), said Agreement being attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, pursuant to the Agreement, Syndeo has offered to pay to the City the sum of Forty-Five Thousand Dollars (\$45,000.00) (the “Purchase Price”) for the Fiber Asset; and

**WHEREAS**, the Corporate Authorities find it in the best interests of the City that the Fiber Asset be sold for the Purchase Price, all pursuant to the Agreement.

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

**SECTION 1:** The 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 Corporate Authorities of the City of Rock Falls hereby declare and find that the Fiber Asset is no longer necessary or useful to, or for the best interests of the City, and further authorize its sale in accordance with this Ordinance.



**SECTION 3:** The Agreement and sale of the Fiber Assets to Syndeo pursuant to said Agreement is approved. The Mayor is hereby authorized and directed to sign, and the City Clerk to attest, the Agreement on behalf of the City.

**SECTION 4:** The Mayor and City Clerk are further authorized to execute any supplemental documents as may be necessary or needful to consummate the sale of the Fiber Assets pursuant to this Ordinance.

**SECTION 5:** The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this Ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this Ordinance shall become effective upon its passage.

**SECTION 6:** If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

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

**SECTION 8:** This Ordinance shall be in full force and effect upon its adoption, approval, and publication as required by law.

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

AYE

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**EXHIBIT A**

*(attach Asset Transfer Agreement)*

## ASSET TRANSFER AGREEMENT

**THIS ASSET TRANSFER AGREEMENT** (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Rock Falls (“**CoRF**”), an Illinois municipal corporation and SYNDEO NETWORKS, INC. an Illinois corporation, (“**Syndeo**”) (CoRF and Syndeo each a “Party” or collectively, the “Parties”).

### **RECITALS:**

**WHEREAS**, CoRF is a municipal corporation organized and existing under the laws of the State of Illinois, and owns and operates a municipal broadband communications service (the “Service”), which includes the operation of a high speed, large capacity, fiber-optic network primarily intended to serve healthcare organizations, schools and other bodies of local government;

**WHEREAS**, the provision of the Service requires the use of certain facilities and equipment owned by CoRF or used by CoRF under agreements with certain third parties;

**WHEREAS**, CoRF desires to sell, assign and transfer certain facilities and equipment utilized in connection with the Service to Syndeo and Syndeo desires to acquire and assume ownership of the same;

**NOW, THEREFORE**, in consideration of the mutual premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **1. Preamble; Preliminary Recitals.**

The preamble and preliminary recitals set forth above are by this reference incorporated in and made a part of this Agreement.

#### **2. Transfer of Assets.**

Subject to the terms and conditions of this Agreement, on the Closing Date, as defined below, CoRF shall assign, transfer, convey and deliver to Syndeo, and Syndeo shall acquire from CoRF, free and clear of all encumbrances of any kind, all of CoRF’s rights, title and interest in, to and under, all of the assets, equipment, tangible property and rights identified below (“**Transferred Assets**”):

- (i) approximately two and one-half (2.5) miles of physical fiber lateral located within the City of Dixon, Lee County, Illinois, running from its intersection with I-88 to its demarcation at Katherine Shaw Bethea Hospital – all as more specifically depicted on Exhibit A, attached hereto and incorporated herein (the “**Dixon Fiber**”); and
- (ii) the contracts and agreements listed on Exhibit B, attached hereto and incorporated herein (the “**Fiber Agreements**”).

CoRF shall make copies of the Fiber Agreements available to Syndeo for inspection and review within five (5) business days after the execution of this Agreement by both Parties. From the date of receipt by Syndeo, it shall have ten (10) business days to conduct a review of all such Fiber Agreements as part of its due diligence. Syndeo shall have the right to terminate this

Agreement should it disapprove of any or all of the Fiber Agreements during the aforementioned ten (10) business day due diligence period.

**3. Excluded Assets.**

The Transferred Assets shall not include any property, rights, interests or assets of CoRF not specifically described in Section 2 and, notwithstanding any provision to the contrary contained in Section 2 or elsewhere in this Agreement, the Transferred Assets shall not include the rights of CoRF to recover any losses, liabilities, damages, obligations, payments, or costs associated with any administrative, regulatory, or judicial actions or causes of action, suits, petitions, proceedings, investigations, hearings, demands, claims, or notices of violation delivered by any governmental authority to any person previously associated with CoRF stemming from activities relating to the Dixon Fiber or the Fiber Agreements that occurred prior to the date of this Agreement (all of the foregoing, the “**Excluded Assets**”).

**4. Compensation for Transferred Assets**

Syndeo agrees to pay to CoRF, as consideration for the sale of the Transferred Assets, on the Closing Date, subject to the terms and conditions of this Agreement, the sum of FORTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$45,000.00) (the “**Purchase Price**”).

**5. Assumption of Liabilities.**

As of the Closing Date, Syndeo shall assume and agree to pay, discharge and perform as appropriate only the following liabilities and obligations (the “**Assumed Liabilities**”):

- a. All obligations in connection with the Dixon Fiber and the Fiber Agreements, pursuant to an assignment and assumption agreement (the “**Assumption Agreement**”) substantially in the form included and attached to this Agreement as Exhibit C.
- b. [RESERVED]

**Syndeo is not assuming, nor shall it in any way be liable or responsible for, any liabilities, obligations or debts of CoRF arising before the Closing Date.**

**6. Covenants of the Parties.**

The Parties hereby covenant and agree as follows:

- a. Each Party is duly authorized to enter into this Agreement and by doing so it is not violating or in conflict with any contract, statute, rule, regulation or judicial decree;
- b. Until the Closing Date, CoRF shall use its best efforts to maintain its current relationships with vendors and others having relationships with CoRF in connection with the Transferred Assets.
- c. Until the Closing Date, except as otherwise permitted or contemplated by this Agreement, CoRF shall conduct its business and all transactions with respect to the Transferred Assets, only in the usual and ordinary course of conduct

consistent with CoRF's past procedures;

- d. Until the Closing Date, the Parties shall cooperate and use all commercially reasonable efforts to prepare and transmit all necessary documentation to effect all necessary applications, notices, petitions, filings and other documents necessary to effect the transfers contemplated by this Agreement.

**7. Conditions Precedent.**

Each Party's obligation to complete the closing of this Agreement is conditioned upon each of the following:

- a. Consent and approval of the sale of the Transferred Assets and the execution of this Agreement by the CoRF City Council;
- b. No suit, action or other proceeding shall be pending before any court or governmental or regulatory authority which seeks to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated by this Agreement;
- c. The Parties shall have timely delivered (if required to be delivered before the Closing Date) or shall be prepared to deliver the items set forth in Section 8; and
- d. Each Party shall have duly complied with or performed each of the covenants of this Agreement to be complied with or performed by said Party on or before the Closing Date.

**8. Closing.**

- a. The consummation of the transactions contemplated by this Agreement shall be completed at a closing to be held on a mutually agreeable date within ten (10) business days after obtaining the last required approval or consent, as enumerated below ("Closing Date").
- b. On or before the Closing Date, CoRF shall deliver the following documents to Syndeo:
  - i. A bill of sale (the "**Bill of Sale**") for the Dixon Fiber substantially in the form included and attached to this Agreement as Exhibit D;
  - ii. An executed copy of the Assumption Agreement; and
  - iii. Such other documents as may be reasonably requested by Syndeo and as approved by the CoRF City Council in connection with the consummation of the transactions contemplated by this Agreement.
- c. On or before the Closing Date, Syndeo shall deliver to CoRF the following:
  - i. An executed copy of the Assumption Agreement;
  - ii. the Purchase Price; and
  - ii. Such other documents as may be reasonably requested by CoRF in

connection with the consummation of the transactions contemplated by this Agreement.

**9. Delivery and Condition of the Transferred Assets.**

- a. As of the Closing Date, CoRF shall be deemed to have fully and completely transferred to Syndeo all rights, title and interest, if any, in, as well as possession, custody and control of, the Transferred Assets. CoRF shall not be liable or responsible for any liabilities or obligations of any kind or nature whatsoever arising out of, under, or related to the Transferred Assets from and after the Closing Date.
- b. As of the Closing Date, Syndeo agrees that it is acquiring and shall take possession of the Transferred Assets in their AS IS, WHERE IS condition and acknowledges that it has previously been given the opportunity to and has conducted such investigations and inspections of the Transferred Assets as it has deemed necessary or appropriate for the purposes of this Agreement, and that CoRF makes no warranties or assurances, explicit or implied, as to the condition, useability or fitness for any particular purpose of the Transferred Assets.
- c. Within five (5) business days after the execution of this Agreement by both parties, CoRF shall provide an inventory of all Transferred Assets to Syndeo. Within ten (10) business days after receipt of such inventory, CoRF shall make available for investigation and inspection those physical Transferred Assets by Syndeo at times and locations mutually agreeable to the Parties. If for whatever reason, those Transferred Assets are not made available during this period, the parties agree to extend this period out to reasonably accommodate such investigations and inspections as deemed necessary to fulfill Syndeo's due diligence. Syndeo shall have the right to terminate this Agreement based upon its investigation and inspection of the physical Transferred Assets within three (3) business days following the inspection period set forth herein. Syndeo shall indemnify CoRF and its officers, agents and employees from any and all liabilities, claims, damages, suits, obligations or demands (including reasonable attorneys' fees and court costs) which CoRF may incur or which may be asserted against CoRF as a result of Syndeo and/or Syndeo's representatives' or agents' inspections made pursuant to this subsection (c).

**10. Termination.**

If either CoRF or Syndeo, acting in good faith and without willful and wanton conduct constituting deliberate non-performance or frustration of performance, fails to make the required deliveries as of the Closing Date or fails to adhere to the covenants provided in Section 6, above; or if the any of the conditions precedent provided for in Section 7, above, fails to be met, then either Party shall have the right to terminate this Agreement and thereupon this Agreement shall be null and void and of no legal effect whatsoever. If so terminated, each Party hereto shall suffer their own losses, costs, expenses or damages arising out of, under or related to this Agreement.

**11. Post-Closing Activities of Syndeo.**

Syndeo, its principals, owners or assigns, shall be permitted as of the Closing Date to engage in the operation of a fiber network and shall not be enjoined by CoRF from engaging in any such activity under any name other than that of "Syndeo Networks, Inc." or any variation thereon. To the extent it should become necessary for Syndeo to move the Transferred Assets after the Closing Date, it shall do so at its own expense.

**12. Indemnification.**

- a. CoRF agrees that it will indemnify, defend (as to third party claims only), protect and hold harmless Syndeo and its respective officers, directors, managers, members, shareholders, divisions, subdivisions, agents, employees, successors and assigns at all times from and after the Closing Date from and against all claims, losses, damages, actions, costs and expenses (including court costs, reasonable attorneys' fees and expenses) that arise as a result of or incident to: (a) any breach of, misrepresentation in, untruth in or inaccuracy in the representations and warranties by CoRF set forth in this Agreement or in any other document delivered pursuant to this Agreement; (b) nonfulfillment or nonperformance of any agreement, covenant or condition on the part of CoRF made in this Agreement or in any other document delivered pursuant to this Agreement; or (c) any Excluded Assets.
- b. Syndeo agrees that it will indemnify, defend (as to third party claims only), protect and hold harmless CoRF and its respective officers, affiliates, agents, employees, successors and assigns at all times from and after the Closing Date from and against all claims, losses, damages, actions, costs and expenses (including court costs, reasonable attorneys' fees and expenses) that arise as a result of or incident to: (a) any breach of, misrepresentation in, untruth in or inaccuracy in the representations and warranties by Syndeo set forth in this Agreement; (b) nonfulfillment or nonperformance of any agreement, covenant or condition on the part of Syndeo made in this Agreement; (c) any Assumed Liabilities; or (d) the ownership or control of the Transferred Assets by Syndeo after the Closing Date.

**13. Attorneys' Fees.**

Should any litigation or proceeding be commenced under this Agreement, the successful party in such litigation or proceeding shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**14. Notices.**

Any notice required or permitted by this Agreement shall be in writing and effectively delivered for all purposes if delivered personally, by overnight delivery service or by United States mail, certified mail, postage prepaid, return receipt requested:



If delivered to CoRF, to:

City Administrator Robbin Blackert  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071  
rblackert@rockfalls61071.com

with a copy to:

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

If delivered to Syndeo, to:

Amit Patel, CEO  
Syndeo Networks, Inc.  
300 Cardinal Dr #110,  
St. Charles, IL 60175

with a copy to:

Chris Cosentino  
The Cosentino Law Firm, LLC  
801 E. Main Street  
St. Charles, IL 60174  
chris@cosentinolaw.net

All notices shall be deemed delivered upon receipt.

**15. Survival.**

The representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement and Closing.

**16. Brokers.**

Syndeo and CoRF each acknowledge that neither Party has engaged, consented to, and authorized a broker to act on its behalf in connection with the transactions contemplated by this Agreement and there is no such broker entitled to a fee from the sale proceeds flowing to CoRF in connection with this Agreement.

**17. Amendment and Modification**

This Agreement may be amended, modified or supplemented only by written agreement of the

Parties.

**18. Severability**

Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**19. Entire Agreement.**

This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

**20. Waiver.**

No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

**21. Governing Law/Choice of Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Should suit need to be commenced to enforce this Agreement or any of the obligations or covenants arising hereunder, the Circuit Court of Whiteside County, Illinois shall have exclusive jurisdiction thereover.

**22. Counterparts.**

This Agreement may be executed in one or more counterparts all of which when taken together constitute one and the same instruments. A signed counterpart is as binding as an original. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

**23. Headings, Exhibits.**

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement. All lettered Exhibits are attached to and by this reference made a part of this Agreement.

**24. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

**SYNDEO NETWORKS, INC.**

By: Amit Patel  
Its: President

\_\_\_\_\_  
Amit Patel

**CITY OF ROCK FALLS**

By: William B. Wescott  
Its: Mayor

\_\_\_\_\_  
William B. Wescott

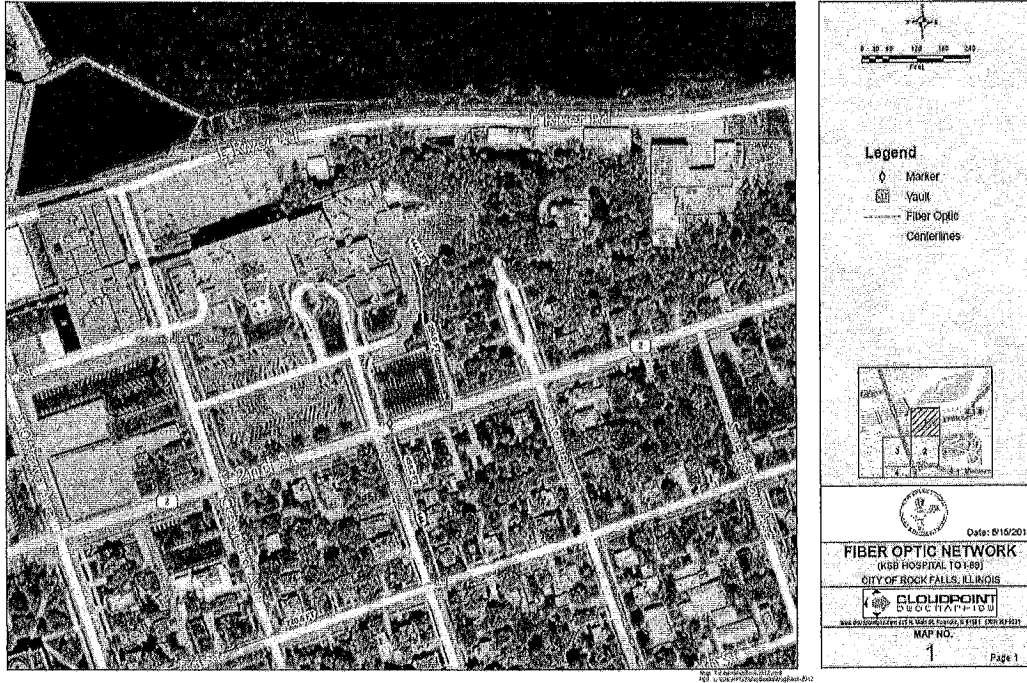
ATTEST:

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

# EXHIBIT A

(the "Dixon Fiber")

PDF Fiber Map – KSB to I88





Feet

**Legend**

- Marker
- Vault
- Fiber Optic
- Centerlines

Date: 5/15/2012  
**FIBER OPTIC NETWORK**  
 (USB HOSPITAL TO I-98)  
 CITY OF ROCK FALLS, ILLINOIS  
  
 www.bluddpoint.com 414 N. Central Expressway, #1011 Rock Falls, IL 61081  
 MAP NO.  
**2** Page 2



Feet

**Legend**

- Marker
- Vault
- Fiber Optic
- Centerlines

Date: 5/15/2012  
**FIBER OPTIC NETWORK**  
 (USB HOSPITAL TO I-98)  
 CITY OF ROCK FALLS, ILLINOIS  
  
 www.bluddpoint.com 414 N. Central Expressway, #1011 Rock Falls, IL 61081  
 MAP NO.  
**3** Page 3



**Legend**

- Marker
- Vault
- Fiber Optic
- Centerlines

Date: 5/15/2012

**FIBER OPTIC NETWORK**  
(KISS HOSPITAL TO I-88)  
CITY OF ROCK FALLS, ILLINOIS

www.cloudpoint.com | 1-800-368-3686 | 618-241-1100  
 MAP NO.  
**4**

Page 4



**Legend**

- Marker
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- Fiber Optic
- Centerlines

Date: 5/16/2012

**FIBER OPTIC NETWORK**  
(KISS HOSPITAL TO I-88)  
CITY OF ROCK FALLS, ILLINOIS

www.cloudpoint.com | 1-800-368-3686 | 618-241-1100  
 MAP NO.  
**5**

Page 5



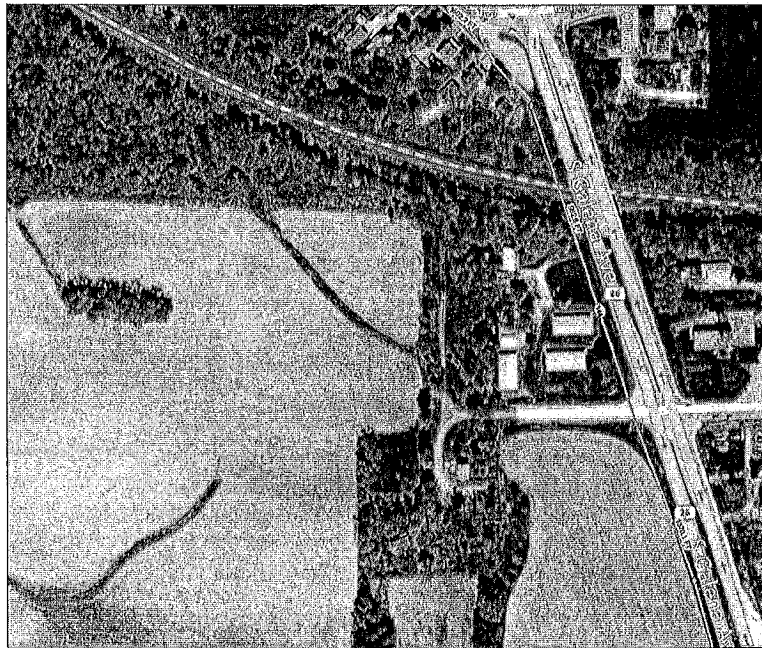
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 — Centerlines

Date: 6/15/2012

**FIBER OPTIC NETWORK**  
 (KSB HOSPITAL TO I-80)  
 CITY OF ROCK FALLS, ILLINOIS

**CLOUDPOINT**  
 CONSULTANTS  
www.cloudpoint.com

MAP NO.  
**6** Page 6



**Legend**  
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 Vault  
 — Fiber Optic  
 — Centerlines

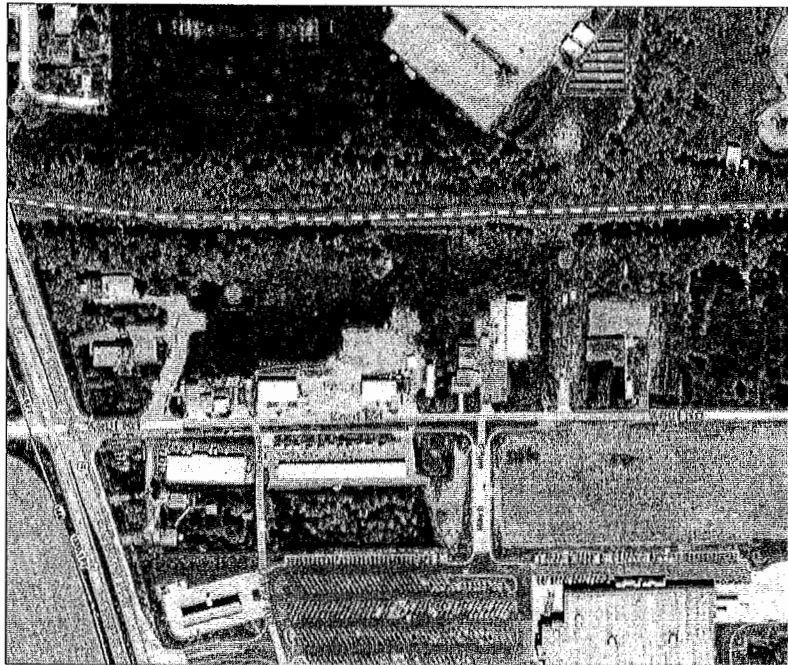
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**FIBER OPTIC NETWORK**  
 (KSB HOSPITAL TO I-80)  
 CITY OF ROCK FALLS, ILLINOIS

**CLOUDPOINT**  
 CONSULTANTS  
www.cloudpoint.com

MAP NO.  
**7** Page 7

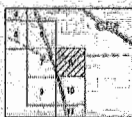





  
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**Legend**

- ◇ Marker
- ⊠ Vault
- Fiber Optic
- Centerlines




 Date: 6/15/2012


**FIBER OPTIC NETWORK**  
(KSD HOSPITAL TO I-55)  
CITY OF ROCK FALLS, ILLINOIS


 www.cloudpoint.com 1175 W. B. RYAN, LEON, ILL. 62451

MAP NO.  
**8**

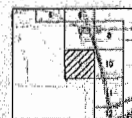
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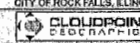
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- Centerlines




 Date: 6/15/2012

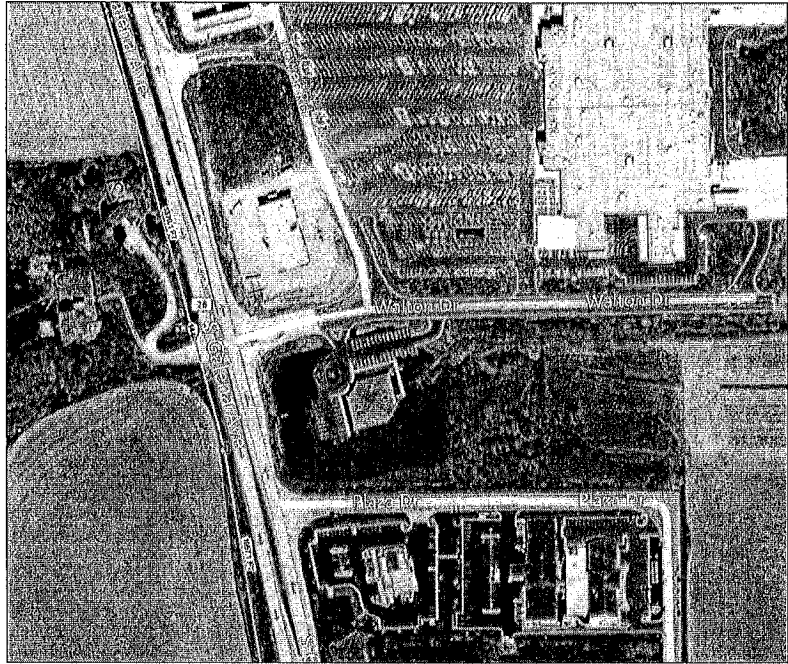
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CITY OF ROCK FALLS, ILLINOIS


 www.cloudpoint.com 1175 W. B. RYAN, LEON, ILL. 62451

MAP NO.  
**9**

Page 6





Feet

**Legend**

- Marker
- Vault
- Fiber Optic
- Centerlines

Date: 6/15/2012  
**FIBER OPTIC NETWORK**  
 (RBB HOSPITAL TO I-88)  
 CITY OF ROCK FALLS, ILLINOIS  
  
 www.cloudpointgeographics.com  
 MAP NO.  
**10** Page 10

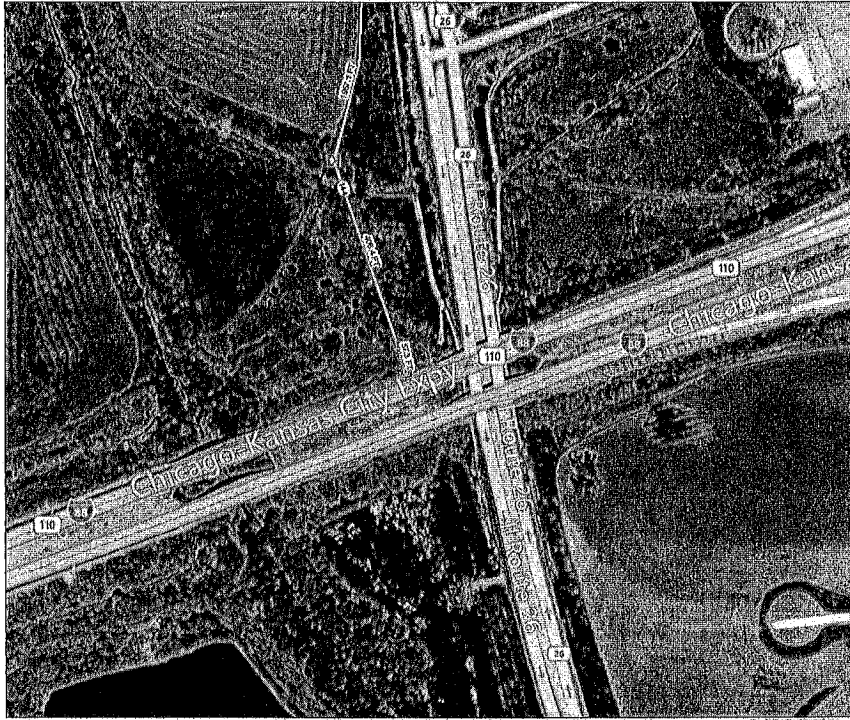


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- Marker
- Vault
- Fiber Optic
- Centerlines

Date: 5/15/2012  
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 CITY OF ROCK FALLS, ILLINOIS  
  
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 MAP NO.  
**11** Page 11



**Legend**

- Marker
- Vault
- Fiber Optic
- Centerlines

Date: 6/16/2012

**FIBER OPTIC NETWORK**  
(KSB HOSPITAL TO I-88)  
CITY OF ROCK FALLS, ILLINOIS

www.cloudpointgeographics.com | 800.441.1000

MAP NO.  
**12**

Page 12

## **EXHIBIT B**

(list of "Fiber Agreements")

1. Assignment of Rights (IRU) by the City of Rock Falls, IL to Illinois Municipal Broadband Communications Association (IMBCA)
2. Agreement for use of four (4) fiber strands by Illinois Rural Health Network to provide services to KSB Hospital

## EXHIBIT C

### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated as of \_\_\_\_\_, 2020, (the "Effective Date") is made and entered by and between the CITY OF ROCK FALLS, an Illinois municipal corporation ("Assignor"); and SYNDEO NETWORKS, INC., an Illinois corporation (the "Assignor").

#### WITNESSETH:

**WHEREAS**, pursuant to the Asset Transfer Agreement, dated as of \_\_\_\_\_, 2020, by and between Assignor and Assignee (the "Asset Transfer Agreement"), whereby Assignor has agreed to sell, transfer, assign, convey and deliver all of Assignor's right, title and interest in the Transferred Assets and the Assumed Liabilities to Assignee, and Assignee has agreed to purchase, acquire and assume the Transferred Assets and the Assumed Liabilities from Assignor, on the terms and subject to conditions more fully described in the Asset Transfer Agreement; and

**WHEREAS**, capitalized terms used herein, but not otherwise defined shall have the meanings specified in the Asset Transfer Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Asset Transfer Agreement, Assignor hereby agrees as follows:

#### ARTICLE I AGREEMENT

Section 1.01. Assignment. As of the Closing Date, Assignor hereby assigns and transfers to Assignee all of its respective right, title and interest in, to and under the Fiber Agreements and the Assumed Liabilities to have and to hold forever.

Section 1.02. Acceptance. As of the Closing Date, Assignee hereby accepts and assumes the assignment and transfer of such Fiber Agreements and Assumed Liabilities, and agrees to assume and pay or perform, when such payment or performance is required.

Section 1.03. No Assumption of Liabilities. Assignee expressly does not, and shall not, assume or agree to assume, pay, satisfy, discharge, perform or be responsible for in any manner and shall not, by virtue of the execution and delivery of this Agreement, be deemed to have assumed or to have agreed to pay, satisfy, discharge or perform or be responsible for in any manner, any liabilities, obligations or commitments of Assignor of any nature whatsoever whether direct or indirect, known or unknown, choate or inchoate, absolute, fixed, contingent or otherwise and whether or not disclosed to Assignee, other than the Assumed Liabilities specifically assumed by Assignee under the Asset Transfer Agreement.

Section 1.04. Governing Agreement. This Agreement is expressly made subject to the terms and provisions of the Asset Transfer Agreement. The delivery of this Agreement shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Asset Transfer Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Asset Transfer Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Asset Transfer Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Asset Transfer Agreement, the terms and provisions of the Asset Transfer Agreement shall govern and control.

Section 1.05. Successors and Assigns. The provisions of this Agreement shall bind Assignor and its successors and permitted assigns and inure to the benefit of Assignee and its respective successors and permitted assigns.

Section 1.06. Interpretation. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Whenever the context requires in this Agreement, the singular shall include the plural, and vice versa. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 1.07. Execution in Counterparts. This Agreement may be executed and delivered in two (2) original or electronic counterparts, each of which shall be deemed and original, but both of which together shall constitute one and the same document. Only one (1) counterpart signed by Assignor must be produced to evidence the execution and delivery of this Agreement.

Section 1.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to conflict of laws principles of any jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

CITY OF ROCK FALLS

SYNDEO NETWORKS, INC.

\_\_\_\_\_

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

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

ATTEST:

---

**EXHIBIT D**

**GENERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE**

Effective as of \_\_\_\_\_, 2020, the CITY OF ROCK FALLS, an Illinois municipal corporation (“CORF”), for good and valuable consideration and pursuant to that certain Asset Transfer Agreement, dated as of \_\_\_\_\_, 2020 (the “Asset Transfer Agreement”), by and between CORF and SYNDEO NETWORKS, INC., an Illinois corporation (“SYNDEO”), hereby sells, assigns, transfers, conveys and delivers to SYNDEO, all of CORF’s right, title and interest in and to the Dixon Fiber.

TO HAVE AND TO HOLD all such Dixon Fiber unto SYNDEO and its successors and assigns to and for its or their use forever. **IT IS AGREED AND ACKNOWLEDGED THAT THE DIXON FIBER HAS BEEN PURCHASED BY SYNDEO “AS IS” AND “WITH ALL FAULTS”, AND SYNDEO ACKNOWLEDGES THAT NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE TO BE IMPLIED IN THIS SALE. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE ASSET TRANSFER AGREEMENT, NO WARRANTIES OR REPRESENTATIONS SHALL APPLY TO THE DIXON FIBER WHATSOEVER.**

This General Conveyance, Assignment and Bill of Sale is delivered pursuant to the Asset Transfer Agreement and shall be construed consistently with the Asset Transfer Agreement. Capitalized terms used in this instrument shall have the meanings given them in the Asset Transfer Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF ROCK FALLS

\_\_\_\_\_

ATTEST

\_\_\_\_\_

**AMENDMENT NO. 1  
TO  
REDEVELOPMENT AGREEMENT**

THIS AMENDMENT NO. 1 (this "Amendment") is made and entered into this \_\_\_\_ day of August, 2020, by and between the CITY OF ROCK FALLS, an Illinois municipal corporation (the "City"), and ZESTY MEATLOAF, LLC, an Illinois limited liability company (the "Developer").

WHEREAS, on December 18, 2018, the City and the Developer entered into a Redevelopment Agreement (the "Agreement") for, among other purposes, the Developer's redevelopment of certain property located within the corporate limits of the City into a My Place Hotel; and

WHEREAS, as more fully set forth in Section 3(a)(iii) of the Agreement, the Developer agreed to complete the development of the My Place Hotel on or before March 31, 2020; and

WHEREAS, the Developer has asked for a modification of Section 3(a)(iii) of the Agreement to extend the date for completing the development of the My Place Hotel until on or before April 30, 2021.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree as follows:

1. The recitals set forth in the preambles to this Amendment are true and correct, and they are hereby incorporated by reference into this first paragraph.

2. Section 3(a)(iii) of the Agreement is hereby amended to read as follows:

"Phase three of the Project shall be the Developer's development of the Hotel Parcel into the My Place Hotel on or before April 30, 2021. Completion of development of the My Place Hotel shall be evidenced by the City's issuance of a certificate of occupancy following inspection of the Subject Property and confirmation that all activities described in the building permit and other required City approvals have been completed in a good and workmanlike manner in accordance with the Legal Requirements."

3. Except as specifically modified and amended as provided in this Amendment, the Agreement shall remain in full force and effect.

4. This Amendment may be executed and effectuated through the transmission of signature pages by facsimile or electronic mail and in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same Amendment.



IN WITNESS WHEREOF, the City and the Developer have caused this Amendment to be executed by their duly authorized officers on the date and year first written above.

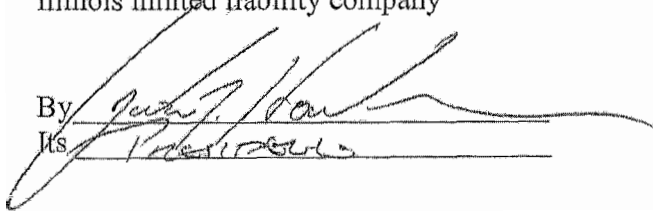
CITY OF ROCK FALLS, an  
Illinois municipal corporation

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

Attest:

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

ZESTY MEATLOAF, LLC, an  
Illinois limited liability company

By   
Its \_\_\_\_\_

TRANSIT T150 8670 GVWR RWD  
MED. ROOF - LONG

VIRTC1DP

CNGP530  
=>

VEHICLE ORDER CONFIRMATION

05/27/20 15:38:54  
Dealer: F41535  
Page: 1 of 1

2020 TRANSIT NA  
Order No: 9999 Priority: H2 Ord FIN: QF116 Order Type: 5B Price Level: 040  
Ord PEP: 101A Cust/Fit Name: ROCK FALLS PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
E1C MR CARGO RWD	\$36935	\$35089.00	20A 8670# GVWR	NC	NC
148" WHEELBASE			425 50 STATE EMISS	NC	NC
YZ OXFORD WHITE			98F FLEX FUEL CAPBL	NC	NC
V VINYL			SP FLT ACCT CR		(1023.00)
K PALAZZO GRAY			FUEL CHARGE		13.10
101A PREF EQUIP PKG			DEST AND DELIV	1695	1695.00
.XL TRIM			TOTAL BASE AND OPTIONS	38875	35997.10
57B .MANUAL A/C	NC	NC	TOTAL	38875	35997.10
998 3.5L PFDI V6			*THIS IS NOT AN INVOICE*		
44U .10-SPEED TRANS					
TC8 .235/65R16C BSW					
X73 3.73 NON-LS	NC	NC			
JOB #2 ORDER					
FRT LICENSE BKT	NC	NC			
16E VINYL F/R FLOOR	245	223.00			
F1=Help		F2=Return to Order	1L TITLE	150.00	
F4=Submit		F5=Add to Library	1L M PLATE	10.00	
S099 - PRESS F4 TO SUBMIT					

\$ 27507.10

1L TITLE 150.00

1L M PLATE 10.00

\$ 27667.10

OPTIONAL

- LMTD SLIP REAR AXLE \$ 325.00
- CLOTH FRT SEATS \$ 115.00
- BACK UP ALARM \$ 125.00
- REVERSE SENSING \$ 269.00 ✓
- HD TRAILER TOW PKG \$ 485.00
- LONG MIRRORS \$ 65.00
- 2 ADDITIONAL KEYS TOTAL 4 \$ 75.00
- OUTLETS 110V / 150W \$ 100.00 ✓
- 110V / 400W \$ 475.00

ORDER OUT

14-16 WEEKS

Barb Wright  
Commercial  
Account Manager



Office 815.625.6300  
Cell 563.370.2638

barb.wright@kunescountry.com

WRITE OFFS APRIL 2020 - JUNE 2020

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<b><u>BANKRUPTCY</u></b>													
EDWARDS, SUZANNE	6-01080-00	87.53			68.04		19.49						87.53
HOUPT, CHARLES	43-00200-04	484.05	306.48	4.06	97.19	0.83	46.71	0.28	21.30	0.31	6.89		484.05
HOUPT, TASHUA	43-00200-05	532.66			400.46	15.36	114.68	2.16					532.66
HOUPT, TASHUA	43-00200-06	101.07			78.57		22.50						101.07
<b><u>TOTAL</u></b>		<b>1,205.31</b>	<b>306.48</b>	<b>4.06</b>	<b>644.26</b>	<b>16.19</b>	<b>203.38</b>	<b>2.44</b>	<b>21.30</b>	<b>0.31</b>	<b>6.89</b>	<b>0.00</b>	<b>1,205.31</b>
<b><u>DECEASED</u></b>													
COLLIN, LINDA	27-00160-05	174.01	170.74								3.27		174.01
HOLCOMB, THERESA	44-01000-05	355.60	185.46		96.66		43.64		26.35		3.49		355.60
LEAL, RAUL	12-00290-00	335.77	222.48	7.82			100.48	1.44			3.55		335.77
<b><u>TOTAL</u></b>		<b>865.38</b>	<b>578.68</b>	<b>7.82</b>	<b>96.66</b>	<b>0.00</b>	<b>144.12</b>	<b>1.44</b>	<b>26.35</b>	<b>0.00</b>	<b>10.31</b>	<b>0.00</b>	<b>865.38</b>
<b><u>SPECIAL CIRCUMSTANCE</u></b>													
BUSER, PEGGY	9-00650-03	487.87			367.40	14.08	104.47	1.92					487.87
BUSER, PEGGY	9-00650-04	530.37			400.95	12.80	114.82	1.80					530.37
LEFEVRE, HOPE	14-00350-03	1,266.72			952.09	49.45	257.87	7.31					1,266.72
PEREZ, JUAN	15-01460-02	483.52			362.13	14.77	104.56	2.06					483.52
PEREZ, JUAN	15-01460-03	506.80			380.62	15.08	108.98	2.12					506.80
PEREZ, JUAN	15-01460-04	307.87			236.20	3.54	67.64	0.49					307.87
WHITE, ROSE	27-01610-06	166.96			112.17	8.28	42.83	3.68					166.96
<b><u>TOTAL</u></b>		<b>3,750.11</b>	<b>0.00</b>	<b>0.00</b>	<b>2,811.56</b>	<b>118.00</b>	<b>801.17</b>	<b>19.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,750.11</b>
<b><u>AGED OUT</u></b>													
ANDREAS, GREGORY	14-00360-01	919.18	426.23	31.45	264.07	13.20	118.23	4.77	47.44	2.43	11.36		919.18
BALLARD, KEVIN	21-01670-10	121.66	70.61	1.07	32.26	0.60	15.04	0.19			1.89		121.66
BELL, TINA	16-00440-15	323.23	196.83	13.36	72.85	3.98	29.64	1.22			5.35		323.23
CASTILLO, SHEENA M	11-00730-04	336.53	151.32	7.12	93.39	4.73	39.19	1.65	33.54	1.70	3.89		336.53
CLARK, KATIE	43-01310-05	61.63	29.41		22.37		9.10				0.75		61.63
DRANE, AMY	42-00240-16	761.59	317.16	15.79	226.73	10.87	133.54	6.07	40.77	2.04	8.62		761.59
FULLINGTON, DYLAN	42-00050-13	431.02	202.83	10.39	113.65	5.53	66.23	2.74	22.66	1.35	5.64		431.02
HAMMOND, HAROLD	15-01310-06	376.39	241.46	14.52	75.37	4.47	32.22	1.68			6.67		376.39
HARLAND, AARON	23-00160-03	210.21	74.17	2.96	78.64	5.47	19.84	0.69	25.27	1.37	1.80		210.21
HILL, KURT	11-01270-03	45.36	42.26	2.10							1.00		45.36
LEWIS, JUANITA ANN	27-00090-04	156.89	152.73								4.16		156.89
OK COLLISION INC	29-00760-01	1,455.41	1,239.19	52.62	80.43	3.93	46.82	1.58			30.84		1,455.41

WRITE OFFS APRIL 2020 - JUNE 2020

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
O'SHAUGHNESSY, EMILY	20-00780-03	366.75	197.48	12.21	98.37	5.93	44.91	2.54			5.31		366.75
PRO, CINDY L	42-00430-06	150.69	40.35	2.86	57.25	2.80	23.40	0.86	21.18	1.11	0.88		150.69
ROCK FALLS PLAZA	27-01890-03	3,225.38	428.40	12.42	1,986.53	90.17	684.57	16.38			6.91		3,225.38
SEIDEL, RICHARD LEE	43-00060-11	315.83	201.05	9.71	54.13	1.90	22.11	0.58	20.02	0.75	5.58		315.83
SIMMONS, JAMIE	26-00270-08	26.75	12.99		7.55		3.09		2.79		0.33		26.75
SMITH, ERIC ALLEN	10-00460-21	244.26	109.02	2.13	70.92	1.97	40.20	1.03	15.60	0.46	2.93		244.26
SWANSON, KENNETH	11-00810-13	81.09	60.47		10.63		4.32		3.95		1.72		81.09
TARBILL, ROBBY	22-00010-09	316.92	186.58	7.15	63.53	2.81	31.28	1.28	18.43	0.77	5.09		316.92
THOMPSON, PAM	25-00380-00	206.19	97.52	4.87	51.88	4.81	29.97	2.90	10.84	0.75	2.65		206.19
TROXTELL, RON	6-01040-02	147.49	91.96		43.86				9.16		2.51		147.49
ULVE, THOMAS	25-01360-07	25.32	24.68								0.64		25.32
WILLIAMSON, PATRICIA A	15-00770-01	1,021.01	129.97	6.46	462.87	22.60	136.00	2.92	244.67	11.44	4.08		1,021.01
<b><u>TOTAL</u></b>		<b>11,326.78</b>	<b>4,724.67</b>	<b>209.19</b>	<b>3,967.28</b>	<b>185.77</b>	<b>1,529.70</b>	<b>49.08</b>	<b>516.32</b>	<b>24.17</b>	<b>120.60</b>	<b>0.00</b>	<b>11,326.78</b>
<b><u>GRAND TOTAL</u></b>		<b>17,147.58</b>	<b>5,609.83</b>	<b>221.07</b>	<b>7,519.76</b>	<b>319.96</b>	<b>2,678.37</b>	<b>72.34</b>	<b>563.97</b>	<b>24.48</b>	<b>137.80</b>	<b>0.00</b>	<b>17,147.58</b>

CITY OF ROCK FALLS

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

**ORDINANCE AUTHORIZING A VARIANCE FROM CERTAIN PROVISIONS  
OF ROCK FALLS MUNICIPAL CODE RELATING TO CONSTRUCTION  
IN THE RIGHT-OF-WAY PURSUANT TO PETITION OF U.S. CELLULAR**

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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 Mayor and City Council of the City of Rock Falls, this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

**ORDINANCE AUTHORIZING A VARIANCE FROM CERTAIN PROVISIONS  
OF ROCK FALLS MUNICIPAL CODE RELATING TO CONSTRUCTION  
IN THE RIGHT-OF-WAY PURSUANT TO PETITION OF U.S. CELLULAR**

WHEREAS, U.S. Cellular (the “Petitioner”) has submitted an application to the City of Rock Falls (the “City”) for the installation of eight (8) pole mounted antennas constituting Small Wireless Devices as defined in Section 26-301 of the Rock Falls Municipal Code (the “City Code”) within the public right-of-way, the proposed location of said antennas being identified on Exhibit A, attached hereto (the “Antennas”); and

WHEREAS, Section 6-308(b)(6) of the City Code regulating placement of Small Wireless Devices, requires the installation of a minimum 20 place circuit breaker to service electricity to the Antennas; and

WHEREAS, on July 27, 2020, the Petitioner requested a variance from the City’s Utility Committee to permit the installation by Petitioner of a single circuit breaker instead of a 20 place circuit breaker, in order to avoid the placement of an unsightly large panel at eye level (the “Variance Purpose”); and

WHEREAS, the Utility Committee, after discussion of the same, has determined that (i) the Variance Purpose is not contrary to the public interest; (ii) that a literal enforcement of Section 6-308(b)(6) would result in an unnecessary hardship to the Petitioner; and (iii) that based upon such findings, the Utility Committee recommends the approval of the variance request; and

WHEREAS, the City Council for the City of Rock Falls has determined to adopt the recommendation of the Utility Committee and to grant the Petitioner’s request for a variance with respect to the Antennas.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Rock Falls, that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference

BE IT FURTHER ORDAINED that the Mayor and City Council hereby find that a variance permitting the installation of a single circuit breaker to service electricity to the Antennas, instead of a 20 place circuit breaker, all as more particularly set forth herein, is granted. The variance shall continue until such time as the Antennas are removed, or otherwise materially altered in such a manner as to avoid the intent of this variance.

BE IT FURTHER ORDAINED that 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.

BE IT FURTHER ORDAINED that all ordinances and parts of ordinances in conflict

herewith are, to the extent of such conflict, hereby repealed.

BE IT FURTHER ORDAINED that the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

BE IT FURTHER ORDAINED that 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.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

NAY

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Exhibit A

(attach map of pole/antennas)





1 C-RAN - ROCK FALLS - NODE LOCATIONS



REVISIONS			
NO.	DESCRIPTION	DATE	BY
A	ISSUED FOR REVIEW	11/06/19	JGL
B	REVISED PER CLIENT COMMENTS	12/10/19	JGL
C	ISSUED FOR PERMITTING	01/14/20	JGL



**TERRA**  
CONSULTING GROUP, LTD.  
600 BUSSE HIGHWAY  
PARK RIDGE, IL 60068  
PH: 847-698-6400  
FAX: 847-698-6401



**GSS**  
INC.

SITE# 597414  
ROCK FALLS  
C-RAN NODE 1D  
102 12TH AVE.  
ROCK FALLS, IL 61071

DRAWN BY: EW  
CHECKED BY: EW  
DATE: 10/25/19  
PROJECT #: 156-052

SHEET TITLE  
NODE LOCATIONS

SHEET NUMBER

C-0