

# City of Rock Falls

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

## *Mayor*

Rod Kleckler  
815-380-5333

## *City Administrator*

Robbin Blackert  
815-564-1366



## *City Clerk*

Pam Martinez  
815-622-1100

## *City Treasurer*

Kay Abner  
815-622-1100

Rock Falls City Council Agenda  
Council Chambers  
603 W 10<sup>th</sup> Street, Rock Falls, IL 61071

December 2, 2025  
5:30 p.m.

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

## **Audience Requests**

**Community Affairs -** Rock Falls Chamber of Commerce, Sam Kersey President/CEO

## **Consent Agenda:**

1. Approval of minutes from the November 18, 2025 City Council Meeting ☞
2. Approval of bills as presented ☞
3. Recommendation from Planning & Zoning Commission to grant the request for variance for the property located at 1113 9<sup>th</sup> Avenue, Rock Falls, PIN # 11-33-128-013 and direct the City Attorney to prepare an ordinance authorizing the same ☞
4. Recommendation from the Planning & Zoning Commission to deny the request for rezoning real estate from R-2 to B-1 for the property located at 1119 10<sup>th</sup> Avenue, Rock Falls, PIN # 11-33-127-011, 11-33-127-012 and 11-33-129-001 ☞

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

1. Ordinance 2025-2721 - Approving Lawn Maintenance & Snow Removal Agreement with P and T Peppers Lawn Care ☞

## **City Administrator Robbin Blackert:**

1. Consideration and approval of the retention of Reed Smith LLP to assist with Insurance Coverage Matters ☞

## **Information/Correspondence**

Matt Cole, City Attorney  
Corey Buck, City Engineer

## **Aldersperson Reports/Committee Chairman Requests**

### **Ward 1**

**Aldersperson Bill Wangelin** – Public Works/Public Property Committee Chairman/Tourism Committee

**Aldersperson Gabriella McKanna** – Finance/Insurance/Investment Committee Chairman/Utilities Committee

### **Ward 2**

**Aldersperson Vickey Byrd** – Tourism Committee

**Aldersperson Marshall Doane**

### **Ward 3**

**Aldersperson Steve Dowd** – Police Fire Committee Chairman

**Aldersperson Nathan Stahr**

### **Ward 4**

**Aldersperson Violet Sobottka** – Ordinance/License/Personnel/Safety Committee Chairman

**Aldersperson Cathy Arduini**

## **Mayor's Report:**

### **Executive Session:**

1. Enter into Executive Session for the purposes of:
  - a. Litigation – Section 2(c)(11) – Pending, probable or imminent litigation

## **Any Action taken from Executive Session**

## **Adjournment**

Next City Council Meeting – December 16, 2025, at 5:30 p.m.

Posted: November 26, 2025

Michelle Conklin, Deputy City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108 promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

# City of Rock Falls

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

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

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on November 18, 2025, in the Council Chambers by Mayor Rod Kleckler.

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

### **Audience request:**

1. Rock Falls Optimist Club – 2026 Optimist Calendar – Tom Starr and Jim Wiemken presented information about the 2026 Optimist Calendar and cost remains the same \$5.00. Sales of Calendar helps to support projects, youth and community.
2. Sauk Valley Community College – Impact Program updates – Kenneth Burn gave an update on the impact of the Impact Program for students of Rock Falls High School. Over 9,000 hours of community service have been completed in 3 ½ years with 174 students from Rock Falls High School. Fall of 2026 will be the first set of students to enter SVCC free of charge because of this program.

### **Community Affairs:** Rock Falls Chamber of Commerce, Sam Kersey, President/CEO

1. Hometown Holidays – Road Closures  
A motion was made by Alderwoman Sobottka to approve the road closures for Hometown Holidays and second by Alderwoman Byrd.  
**Vote via voice, all approved, motion carried.**

### **Consent Agenda:**

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

1. Approval of minutes of the November 4, 2025, City Council Meeting
2. Approval of bills as presented.

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

**Vote 7 aye, motion carried.**

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

1. Ordinance 2025-2714 – Amending Certain Provisions of the Rock Falls Municipal Code Relating to Appointed Positions

A motion was made by Alderwoman McKanna to approve Ordinance 2025-2714 – Amending Certain Provisions of the Rock Falls Municipal Code Relating to Appointed Positions for second reading and adoption and second by Alderwoman Sobottka.

**Vote 4 aye, 3 noes (Doane, Dowd and Arduini), (Alderman Wangelin absent counts as no) Tie-Breaker vote - Mayor Kleckler vote no. Motion did not pass.**

2. Ordinance 2025-2715 – Fiscal Year 2026 Tax Levy Ordinance  
A motion was made by Alderwoman McKanna to approve Ordinance 2025-2715 – Fiscal Year Tax Levy Ordinance for second reading and adoption and second by Alderwoman Bryd.  
**Vote 7 aye, motion carried.**
3. Ordinance 2025-2716 – Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$5,300,000 General Obligation Bonds (Alternate Revenue Source), Series 2017  
A motion was made by Alderwoman McKanna to approve Ordinance 2025-2716 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$5,300,000 General Obligation Bonds (Alternate Revenue Source), Series 2017 for second reading and adoption and second by Alderwoman Sobottka.  
**Vote 7 aye, motion carried.**
4. Ordinance 2025-2717 – Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$2,115,000 General Obligation Bonds (Alternate Revenue Source), Series 2016  
A motion was made by Alderwoman McKanna to approve Ordinance 2025-2717 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$2,115,000 General Obligation Bonds (Alternate Revenue Source), Series 2016 for second reading and adoption and second by Alderman Dowd.  
**Vote 7 aye, motion carried.**
5. Ordinance 2025-2718 – Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$9,200,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2018A  
A motion was made by Alderwoman McKanna to approve Ordinance 2025-2718 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$9,200,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2018A for second reading and adoption and second by Alderman Dowd  
**Vote 7 aye, motion carried.**
6. Ordinance 2025-2719 – Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Waterworks System Alternate Revenue Source), Series 2018B  
A motion was made by Alderwoman McKanna to approve Ordinance 2025-2719 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Waterworks System Alternate Revenue Source), Series 2018B for second reading and adoption and second by Alderwoman Sobottka.  
**Vote 7 aye, motion carried.**
7. Ordinance 2025-2720 – Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Sewerage System Alternate Revenue Source), Series 2018C  
A motion was made by Alderwoman Sobottka to approve Ordinance 2025-2720 - Ordinance Abating the Tax Heretofore Levied for the Year 2025 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Sewerage System Alternate Revenue Source), Series 2018C for second reading and adoption and second by Alderwoman McKanna.  
**Vote 7 aye, motion carried.**

**Resolutions:**

1. Resolution 2025-940 – Resolution Granting Real Estate Tax Abatement (Ready Lab)  
A motion was made by Alderwoman McKanna to approve Resolution 2025-940 – Resolution Granting Real Estate Tax Abatement (Ready Lab) and second by Alderman Dowd.  
**Vote 7 aye, motion carried.**
2. Resolution 2025-941 – Resolution Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission (200 W 2<sup>nd</sup> Street).  
A motion was made by Alderwoman Sobottka to approve Resolution 2025-941 – Resolution Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission (200 W 2<sup>nd</sup> Street) and second by Alderman Stahr.  
**Vote 7 aye, motion carried.**

**Rock Falls Tourism – Melinda Jones:**

1. Review of 2025 Tourism Events:  
Melinda presented City Council with a review of all events for 2025 and the ones that are coming up. The season ended with 73 sponsors.

**City Administrator:**

City Administrator Blackert gave an update on 11<sup>th</sup> Street Bridge – Grant is for \$1,800,000.00 and bid came in for \$1,700,000.00  
City Administrator Blackert gave a statement on the outcome of the trial.

**City Attorney:**

None

**City Departments:**

None

**Alderman Reports / Committee Chairman Requests**

A motion was made by Alderwoman Byrd to approve the Recommendation from the Public Works/Public Property Committee to allow the Rock Falls Chamber of commerce to adjust the Community Building Rental Rates and the Chamber of Commerce's monthly management fee and second by Alderwoman Sobottka.  
**Vote 6 aye, 1 no (Doane), motion carried.**

A motion was made by Alderwoman Byrd to approve the Recommendation from the Public Works/Public Property Committee to approve Snow Angel Program in the City of Rock Falls and second by Alderman Dowd.  
**Vote 7 aye, motion carried.**

A motion was made by Alderwoman Bryd to approve the Recommendation from the Public Works/Public Property Committee to support the IDOT project of installing a turn lane on W 2<sup>nd</sup> Street and to draft a Letter of Support to IDOT and second by Alderwoman Sobottka.  
**Vote 7 aye, motion carried.**

**Mayor's Report:**

None.

**Executive Session:**

1. Enter into Executive Session for the purpose of:
  - a. Litigation – Section 2(c)(11) – Pending, Probable or imminent litigationA motion was made by Alderwoman McKanna to move into Executive Session and second by Alderwoman Arduini.  
**Vote 7 aye, motion carried. (6:20 p.m.)**

**Any Action taken from Executive Session:**

None

A motion was made by Alderman Doane to adjourn and second by Alderman Stahr.  
**Vote via voice, all approved (6:51 p.m.)**

*Pamela Martinez*

\_\_\_\_\_  
Pamela Martinez, City Clerk

CITY OF ROCK FALLS

603 W 10th Street

Rock Falls, Illinois

12/2/2025 Council Meeting

To the Mayor and City Council of the City of Rock Falls, your Committee on Finance would respectfully report that they have examined the following bills presented against the City, and have found the same correct and would recommend the payment of the various amounts to the several claimants as follows:

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Tourism	\$4,800.27
Worker's Comp/General Liability	\$420.00
General Fund	\$85,864.10
Building Code Demolition Fund	\$360.00
Industrial Development	\$3,266.71
TIF - Downtown Redevelopment	\$1,831.32
Electric	\$34,552.88
IT Fund	\$13,944.84
Sewer	\$4,755.02
Water	\$22,005.06
Community Policing	\$5,700.00
Motor Fuel Tax Fund	\$638.92
Customer Utility Deposits	\$200.00
	<hr/> <hr/>
	\$178,339.12

Alderman McKanna

Alderman Wangelin

Alderman Byrd

Alderman Stahr

DATE: 11/20/25  
TIME: 11:35:17  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/21/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
194	GRUMMERT'S HARDWARE - R.F.	4,915.49	7.99
5015	CARD SERVICE CENTER	57,222.27	1,443.68
5308	LEAF	4,256.04	150.00
5314	LINK MEDIA OUTDOOR	11,963.00	2,709.00
5389	MELINDA JONES	1,433.82	67.20
5450	AMBER MARTINEZ	39.90	22.40
T0005704	RAILS TO TRAILS CONSERVANCY		100.00
T0005812	THE RADAR FREE PRESS	1,250.00	300.00
	TOURISM		4,800.27
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
3137	MOELLER MYERS & ASSOCIATES PC	1,680.00	420.00
	W/C-GENERAL LIABILITY		420.00
GENERAL FUND			
01	ADMINISTRATION		
5015	CARD SERVICE CENTER	57,222.27	29.51
795	SBM BUSINESS EQUIPMENT CENTER	8,013.77	11.00
	ADMINISTRATION		40.51
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	8,013.77	11.00
	CITY ADMINISTRATOR		11.00
04	BUILDING		
1493	WILLIAM & MARY COMPUTER CENTER	82,612.31	1,585.50
5015	CARD SERVICE CENTER	57,222.27	2,375.00
5308	LEAF	4,256.04	774.95
5311	SAMSARA NETWORKS INC	4,440.00	20.00
	BUILDING		4,755.45

DATE: 11/20/25  
 TIME: 11:35:17  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 11/21/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	57,222.27	115.28
	CITY CLERK'S OFFICE		115.28
06	POLICE		
194	GRUMMERT'S HARDWARE - R.F.	4,915.49	13.96
3137	MOELLER MYERS & ASSOCIATES PC	1,680.00	560.00
5015	CARD SERVICE CENTER	57,222.27	1,097.40
5061	JONATHAN CATER	349.73	516.57
651	NICOR	16,370.40	72.39
T0005448	TROTSKY INVESTIGATIVE POLYGRAP	1,050.00	210.00
T0006183	KARL CHEVROLET		37,964.20
	POLICE		40,434.52
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	5,400.00	850.00
	CODE HEARING DEPARTMENT		850.00
10	STREET		
110	BONNELL INDUSTRIES, INC.	12,792.17	711.36
2451	MENARDS	12,154.15	53.94
4207	O'REILLY AUTOMOTIVE INC	3,930.63	22.99
4796	VERIZON WIRELESS	6,488.74	165.14
5015	CARD SERVICE CENTER	57,222.27	438.91
5311	SAMSARA NETWORKS INC	4,440.00	200.00
5360	AMAZON CAPITAL SERVICES	10,176.57	166.55
5394	OLIVIA GUTIERREZ	2,585.00	125.00
T0003321	M & R STRIPING		7,261.46
	STREET		9,145.35
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES	203,789.10	2,484.10
	PUBLIC PROPERTY		2,484.10

DATE: 11/20/25  
 TIME: 11:35:17  
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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/21/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	4,915.49	18.49
4385	DINGES FIRE COMPANY	24,547.39	134.66
4443	MACQUEEN EQUIPMENT LLC	13,962.70	2,313.90
5015	CARD SERVICE CENTER	57,222.27	1,210.09
5032	COMCAST	329.22	48.00
651	NICOR	16,370.40	217.15
967	UNIVERSITY OF IL PYMT CENTER		700.00
T0002968	BRANDON LEWIS		240.03
T0005484	FIRECOM		146.82
T0006182	DIXON RURAL FIRE DEPARTMENT		12,998.75
	FIRE		18,027.89
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
5382	P & T PEPPERS LAWN CARE	40,016.60	360.00
	BUILDING CODE DEMOLITION FUND		360.00
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
T0005162	LANCE'S PLUMBING INC		3,266.71
	INDUSTRIAL DEVELOPMENT		3,266.71
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
5360	AMAZON CAPITAL SERVICES	10,176.57	119.40
5411	SPRING GREEN		1,711.92
	DOWNTOWN REDEVELOPMENT		1,831.32
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	10,220.09	515.00
1224	AIRGAS USA LLC	1,598.75	62.06

DATE: 11/20/25  
TIME: 11:35:17  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 11/21/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1314	AMERICAN SAFETY UTILITY CORP		2,309.92
1853	MOORE TIRES INC.	10,858.35	1,003.42
4789	UTIL FINANCIAL SOLUTIONS, LLC		2,945.00
4796	VERIZON WIRELESS	6,488.74	713.08
5008	POWER SYSTEM ENGINEERING INC	10,722.84	10,704.41
5015	CARD SERVICE CENTER	57,222.27	1,310.77
5311	SAMSARA NETWORKS INC	4,440.00	280.00
5380	WINTROY SUPPLY LLC	925.64	4,303.50
5384	D R O'DONNELL INC	36,414.50	2,067.00
5441	INTREN LLC	156,368.09	7,711.20
651	NICOR	16,370.40	627.52
	OPERATION & MAINTENANCE		34,552.88
IT FUND			
22	IT FUND		
1493	WILLIAM & MARY COMPUTER CENTER	82,612.31	13,944.84
	IT FUND		13,944.84
SEWER FUND			
38	OPERATION & MAINTENANCE		
4119	USA BLUE BOOK	7,027.07	321.09
4207	O'REILLY AUTOMOTIVE INC	3,930.63	35.97
4796	VERIZON WIRELESS	6,488.74	268.97
5015	CARD SERVICE CENTER	57,222.27	517.13
5311	SAMSARA NETWORKS INC	4,440.00	120.00
5369	HELM ELECTRIC	103,708.75	385.00
651	NICOR	16,370.40	3,106.86
	OPERATION & MAINTENANCE		4,755.02
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	203,789.10	15,183.10
4361	FERGUSON WATERWORKS #2516	120,953.86	2,403.13
	WATER		17,586.23

DATE: 11/20/25  
TIME: 11:35:17  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 11/21/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,598.75	63.34
1493	WILLIAM & MARY COMPUTER CENTER	82,612.31	849.00
1853	MOORE TIRES INC.	10,858.35	25.67
194	GRUMMERT'S HARDWARE - R.F.	4,915.49	12.49
2212	ALLIANCE MATERIALS INC	10,072.33	1,405.85
2301	STERLING NAPA	700.91	15.29
2451	MENARDS	12,154.15	189.32
4207	O'REILLY AUTOMOTIVE INC	3,930.63	55.17
4796	VERIZON WIRELESS	6,488.74	38.01
5015	CARD SERVICE CENTER	57,222.27	1,244.69
5143	HAWKINS, INC	14,294.00	20.00
5311	SAMSARA NETWORKS INC	4,440.00	120.00
5369	HELM ELECTRIC	103,708.75	230.00
5395	ANDREW TRIBLEY		150.00
	OPERATION & MAINTENANCE		4,418.83
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS INC	10,072.33	638.92
	MOTOR FUEL TAX		638.92
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0006181	CONNIE KELLY		200.00
	CUSTOMER UTILITY DEPOSITS		200.00
	TOTAL ALL DEPARTMENTS		162,639.12

DATE: 11/25/25  
TIME: 09:49:53  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/25/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
12	PUBLIC PROPERTY		
T0005521	COLOMA TOWNSHIP PARK DISTRICT		10,000.00
	PUBLIC PROPERTY		10,000.00
COMMUNITY POLICING			
54	COMMUNITY POLICING		
T0004860	RYAN MCKANNA		5,700.00
	COMMUNITY POLICING		5,700.00
	TOTAL ALL DEPARTMENTS		15,700.00

# City of Rock Falls

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

*Mayor*  
Rodney Klecker  
815-380-5333

*City Administrator*  
Robbin D. Blackert  
815-564-1366



*City Clerk*  
815-622-1100  
Ext. 4

*City Treasurer*  
Kay Abner  
815-622-1100

## MEMO

To: Mayor & City Council

From: Planning & Zoning Commission

RE: Planning & Zoning Commission

Requesting a Variance of Parcel #11-33-128-013

Rezoning of Parcel #'s 11-33-127-011, 11-33-127-012, & 11-33-129-001

From R-2 to B-1

November 25, 2025

The Planning & Zoning Commission held a Public Hearing meeting on Thursday, November 13, 2025. During this meeting, a Public Hearing for Aaron Ruch was held pertaining to requesting a variance 3-foot setback for his garage for the purpose of rebuilding the structure that burned down. This variance request is commonly known as 1113 9<sup>th</sup> Avenue, Rock Falls, IL, parcel # 11-33-128-013.

The Planning & Zoning Commission approved the variance and recommended the City Council to grant the request for the variance for the property commonly known as 1113 9<sup>th</sup> Avenue, Rock Falls, IL, parcel # 11-33-128-013.

The Planning & Zoning Commission held a Public Hearing meeting on Thursday, November 13, 2025. During this meeting, a Public Hearing for Angel Mendoza was held to petition a request for the rezoning of Real Estate R-2 to Business B-1. This petitioner is the owner of the real estate property located at 1119 10<sup>th</sup> Avenue, Rock Falls, IL, parcel #'s 11-33-127-011, 11-33-127-012, and 11-33-129-001.

The Planning & Zoning Commission has given the recommendation to the City Council is to deny the request for rezoning Real Estate R-2 to Business B-1 for the property located at 1119 10<sup>th</sup> Avenue, Rock Falls, IL, parcel #'s 11-33-127-011, 11-33-127-012, and 11-33-129-001

“Proud of Our Past – Confident of Our Future”

CITY OF ROCK FALLS

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ORDINANCE NO. 2025- 2721

ORDINANCE APPROVING  
LAWN MAINTENANCE & SNOW REMOVAL AGREEMENT  
WITH P AND T PEPPERS LAWN CARE

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025

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This Ordinance was published in pamphlet form by authority of the City Council of the City of Rock Falls this \_\_\_\_ day of \_\_\_\_\_, 2025.

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ORDINANCE NO. 2025-2721

ORDINANCE APPROVING  
LAWN MAINTENANCE & SNOW REMOVAL AGREEMENT  
WITH P AND T PEPPERS LAWN CARE

WHEREAS, the Mayor and the City Council of the City of Rock Falls, Whiteside County, Illinois (the "**Corporate Authorities**") have determined it is in the best interests of the City and its residents to enter into a contract, attached hereto as Exhibit A ("**Contract**") with P and T Peppers Lawn Care for purposes of lawn maintenance and snow removal, all as more specifically set forth herein.

NOW, THEREFORE, BE IT ORDAINED, by the Corporate Authorities as follows:

**SECTION 1:** The recitals contained in the preamble of this Ordinance are true and correct and are hereby incorporated into this Section 1 as if fully set forth herein.

**SECTION 2:** The Contract is approved. The Mayor and City Clerk are hereby authorized and directed to execute and attest the Contract on behalf of the City.

**SECTION 3:** 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 4:** All ordinances, resolutions, and policies, or any parts thereof, that are in conflict with this Ordinance are, to the extent of such conflict, hereby repealed as of the effective date of this Ordinance.

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

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

Approved this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

**AYE:**

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**NAY:**

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Exhibit A

*(attach Contract)*

**CITY OF ROCK FALLS  
LAWN MAINTENANCE & SNOW REMOVAL AGREEMENT**

This LAWN MAINTENANCE & SNOW REMOVAL AGREEMENT (this “Contract”) is dated as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the CITY OF ROCK FALLS, an Illinois municipal corporation (“City”) and P AND T PEPPERS LAWN CARE (“Contractor”). City and Contractor are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

In consideration of the mutual covenants and promises as set forth herein, and for such other consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor hereby agree as follows:

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter contained, the Parties hereto agree as follows:

**Section 1: The Work.** City and Contractor agree that Contractor, at its own cost and expense, shall perform the following lawn maintenance services for the City, which shall include, but not be limited to:

- (i) Mowing grass (mulch clippings), picking up paper or debris, sweeping and cleaning sidewalks of mowing debris, removing excess clumps of grass and/or clippings, removing leaves, weed-whacking around obstacles (“Lawn Work”); and
- (ii) removal of snow from designated (primarily downtown) roadways, sidewalks, and parking lots, as well as the application of salt or other de-icing materials (“Snow Work”); and
- (iii) such other lawn maintenance and snow removal services as may be requested, necessary or required by the City building department (all of the foregoing, the “Work”); and

to furnish all materials, tools, equipment, and labor necessary to complete the Work in full compliance with all of the terms and requirements of this Contract, including the “Bid Submittal Form City of Rock Falls Lawn Maintenance” and “Contractor’s Contract Bond”, which documents are attached hereto and made a part hereof. Lawn Work requested shall be completed within five (5) days of notice from the City building department. Snow Work requested shall be completed within twenty-four (24) hours from notice by the City building department. Adverse weather will be taken into consideration from the City building inspector as to the time period by which to complete the Work.

**Section 2: Contract Term.** This Contract shall be for a term of three (3) years, beginning on May 1, 2026 and ending on April 30, 2029, unless earlier terminated in accordance with the terms herein. The City shall, at its election, have the right to terminate this Contract, for any reason or for no reason, upon sixty (60) days prior written notice to Contractor.

**Section 3: Payments.** On or before the second Wednesday of each month, the Contractor shall submit to the City a written “Application for Payment” showing the value of Work

completed and return all work orders and photographs. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for Work consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 et seq.). Payments made to Contractor shall be at the unit prices accepted by the City and established on Exhibit A, attached hereto and incorporated herein.

Section 4:     **Contractor Representations.** Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the place of its origin and that it possesses all the authority necessary to enter into this Contract and perform the obligations of Contractor hereunder.

Section 5:     **Default.** A party is in default and may immediately terminate this Contract if: (i) either party violates any representations or warranties herein; or (ii) either party otherwise breaches a material provision herein, including but not limited to the failure of Contractor to complete the Work, and such breach is not cured within fifteen (15) days after the non-breaching party provides written notice of such breach.

Section 6:     **Indemnification.** To the extent permissible under applicable law, each party hereby covenants and agrees to indemnify and save harmless the other party, its agents and employees from all liabilities, damages, charges, expenses, fees, attorney fees and costs on account of or by reason of any injuries, liabilities, claims, suits or losses owing to the indemnifying party's negligence, willful misconduct, or breach of applicable laws and regulations. The party being indemnified may at its option select counsel at its own expense and participate in any indemnification proceedings.

Section 7:     **Insurance.** Contractor shall purchase and maintain throughout the term of this Contract commercial general liability insurance written on an occurrence basis with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Contractor shall also maintain motor vehicle insurance with a limit of not less than \$1,000,000 per occurrence, including coverage for hired or leased vehicles and owned and non-owned vehicles with no-fault coverage as required by law. Contractor shall carry such workers compensation insurance as required by state law. If applicable, the City shall be named as an additional insured on all policies.

Section 8:     **Independent Contractor.** Contractor agrees that City will not withhold from any amount payable by City hereunder such amounts as City reasonably determines to be necessary for compliance with federal and state tax withholding requirements in the event such requirements exist. Contractor is not an employee, and shall at all times remain responsible for payment of all applicable taxes and shall remain responsible at all times to pay or properly deposit such sums with taxing authorities as are necessary and required by or for any applicable taxing authority, whether state, federal, or local.

Section 9:     **Entire Agreement.** This Agreement constitutes the entire agreement and understanding by and between City and Contractor with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect.

Section 10:    **Assignment.** This Contract shall not be assigned by Contractor without the

prior written consent of the City.

**Section 11: Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the parties as follows:

If to City:

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

If to Contractor:

P and T Peppers Lawn Care  
623 5<sup>th</sup> Avenue  
Rock Falls, IL 61071  
Attn: Paul Peppers

Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this Section.

**Section 12: Amendment.** No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

**Section 13: Counterparts.** This Agreement may be executed by facsimile, digital or other electronic signature and in one or more counterparts, each of which will be deemed an original and together will constitute a single instrument.

**Section 14: Contractor Investigation.** Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site(s) of the proposed Work, investigated and become familiar with all the local conditions affecting the Contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examination and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of this Contract and agrees that the City will not be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

*(signatures of the Parties to appear on the following page)*

*[SIGNATURE PAGE TO LAWN MAINTENANCE & SNOW REMOVAL AGREEMENT]*

CITY OF ROCK FALLS

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

CONTRACTOR

\_\_\_\_\_

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

Exhibit A

BID SUBMITTAL FORM  
CITY OF ROCK FALLS

Lawn Maintenance 2023-2026

Bid pricing:

Lot Size:	Grass Height 8-12"	Grass Height 12" +
50' X 75'	\$ <u>120.00</u>	<u>180.00</u> unit price
50 X 100'	\$ <u>180.00</u>	<u>240.00</u> unit price
50' X 150'	\$ <u>240.00</u>	<u>360.00</u> unit price
50' X 200'	\$ <u>360.00</u>	<u>480.00</u> unit price

Hourly rate for garbage removal \$ 120.00

Hourly rate for brush removal \$ 120.00

Company Name: Paul T Peppers lawn care

Owner: Paul Peppers

Business Address: 623 5th ave

Rock Falls IL 61071

Phone Number: 779-245-7434

Email: paulpeppers2018@gmail.com

Owner Signature  
Paul Peppers

Date  
1-30-23

P & T Peppers Lawn Care  
779-245-7434  
623 5th Ave  
Rock Falls, IL 61071

Prepared For  
City Of Rock Falls

Proposal Date  
11/04/2025

Proposal Number  
0000055

### Pricing

Description	Rate	Qty	Line Total
Sidewalk Clearing Per Square Ft 1-3 Inches Price Increases 0.05 3-6 inches Price Increases 0.10 6 inches And Above	\$0.20	1	\$0.20
Salt Service Per LB Applied	\$0.60	1	\$0.60
Complete Snow Removal Per Hr. Equipment Used Truck, Dump Trailer, Tractor Loader	\$160.00	1	\$160.00
	Subtotal		160.80
	Tax		0.00
	Proposal Total (USD)		\$160.80



Driving progress  
through partnership

**Andrew M. Barrios**

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[reedsmith.com](http://reedsmith.com)

November 26, 2025

Timothy B. Zollinger ([zollinger@wmpj.com](mailto:zollinger@wmpj.com))  
202 E. Fifth Street  
Sterling, IL 61081

## Re: Firm Engagement

Dear Tim:

We at Reed Smith LLP are very pleased to have been invited to undertake the representation of the City of Rock Falls ("Rock Falls") in connection with providing insurance coverage advice relating to the excess verdict in the civil action captioned *Ramos v. City of Rock Falls*, Case No. 2022LA50, pending in the Circuit Court of the 14th Judicial Circuit, Whiteside County ("Engagement"). This letter will confirm the scope of work and will describe the arrangement and terms we discussed pursuant to which we will represent Rock Falls.

Our representation of Rock Falls is subject to both parties' agreement as set forth in this engagement letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms") which are hereby incorporated by reference. Unless changed by a subsequent written communication, future matters we may undertake for Rock Falls shall also be undertaken under the Standard Terms. However, this letter does not engage us in any matter for Rock Falls other than as set forth herein.

As indicated, unless otherwise specified in this engagement letter, the terms of the Engagement will be in accordance with our Firm's enclosed Standard Terms. We invite your attention to two provisions of particular importance for us to undertake the Engagement. First, "Exclusion of Owners, Subsidiaries, Officers, Directors and Employees" defines and limits entities to which the attorney-client relationship extends under this Engagement. Second, "Future Conflicts in Unrelated Non-Litigation Matters" addresses future conflicts of interest that may occur and provides for your advanced consent to these conflicts while you remain a current client. We ask that you consider these terms, as well as all of the other provisions of the Standard Terms, prior to agreeing to engage us as counsel.

My current hourly rate is \$960 per hour. I plan to handle this matter personally to ensure efficiency and predictability. If the scope of the Engagement expands and additional resources become appropriate, I may utilize other Reed Smith attorneys billed at lower hourly rates, generally ranging from \$600 to \$800 per hour. These rates are subject to periodic adjustment as outlined in the Standard Terms. Our policy on expenses, including those for which it is Rock Falls' initial responsibility to pay, is contained in the Standard Terms.

If the terms of this engagement letter and the Standard Terms meet with your approval, please sign below and return an electronic copy (.pdf preferred) of the signed copy via email. If, in the alternative, you have any questions regarding this engagement letter, the enclosed and incorporated Standard Terms, or otherwise our requested representation of Rock Falls for the Engagement, please contact me. We look forward to the opportunity to work with and for you.

Very truly yours,

/s/ Andrew M. Barrios  
Andrew M. Barrios

AMB/ps

Accepted By:

City of Rock Falls

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

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

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

**Reed Smith LLP**  
**Standard Terms and Conditions of Engagement**

The following Standard Terms and Conditions of Engagement are incorporated in and made a part of the engagement letter for each matter that Reed Smith LLP (“Reed Smith” or “Firm”) is engaged to represent “Client,” as defined in the engagement letter. To the extent Client provides the Firm with different, supplemental, or alternative terms, these Standard Terms shall prevail unless the Firm specifically agrees otherwise in writing. The Firm reserves the right to update these terms from time to time.

**Fees.** Reed Smith will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed accounting of services rendered and/or recorded during the immediately preceding month. The “services rendered” will be broken down into two separate components: (i) legal services provided by our attorneys, paralegals and other professionals, and (ii) reimbursable costs and expenses incurred by Reed Smith in connection with its representation of Client. With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted as of January 1 of each year and may, from time to time, be adjusted at other times during the year.

**Reimbursable Costs.** The second component of the Firm’s bill to Client will be a summary of expenses the Firm incurs in representing Client. General expenses shall be the reasonable and customary expenses associated with our providing legal services and not expenses considered to be part of overhead. For E-Discovery and other data-related expenses, the charges shall be based upon fair-market value pricing since exact cost cannot be calculated. See the table below for the identification of many of these E-Discovery and other data-related charges.

While many expense costs are generally paid by the Firm and then charged to Client, it is our practice to forward invoices for significant filing fees or disbursements (e.g., \$1,000 or higher) to Client for direct payment to the vendor. In addition, if substantial costs are to be advanced in connection with the matter, it is our practice to obtain a retainer from Client to cover such costs.

**Retainer.** It is the Firm’s policy to require an initial retainer before commencing legal services for a new client. The amount of the retainer is specified in the attached engagement letter. As monies become due for legal fees and expenses, those items will be deducted from the retainer, with notice to Client of those deductions. Of course, with respect to any other matters the Firm may undertake on the Client’s behalf, the Firm may request an additional retainer that is reasonable in light of the anticipated scope of the task at hand.

Unless Client elects that the retainer (or other funds provided to the Firm in trust) to be placed in a separate account, applicable law may require the Firm to deposit retainers into an account from which interest generated from the account is used to provide legal services to the indigent or for other purposes that benefit the public and that are related to legal services. If Client desires it’s deposit to be placed in a trust account with interest payable to Client, please so advise on an Advance Deposit Form, along with Client’s taxpayer identification number on a properly executed W-9 Form. Reed Smith’s trust accounts are held in approved financial institutions, and bear interest at the bank’s rates for this type of account. The choice of bank, however, is subject to change at the Firm’s discretion.

**Payment.** Unless otherwise specifically agreed in the engagement letter, the Firm expects payment from Client within 30 days after the invoice date, as prompt and full payment for our services is vital to our ability to efficiently provide legal services to all clients.

**Interest on Overdue Accounts.** Client further understands and agrees that if payment is not made within 30 days of the bill date, Client’s account will be past due, and an interest charge will be added to the

outstanding balance in an amount equal to 1% per month. The Firm also reserves the right to discontinue services if our bills are not paid in a timely manner, and to seek payment for all outstanding and accrued fees and expenses.

**Third Party Service Providers** If Client instructs us to use a third party for any aspect of a matter, the Firm is not responsible for the security of data provided to that party or the service. However, Client consents for the Firm to utilize 'cloud' service providers for the storage of Client's data provided that the Firm has conducted reasonable due diligence and/or obtained confirming documentation from the provider as to the provider's ability to maintain data security consistent with the then-current cloud storage industry standards.

**Termination of Engagement.** Either Client or the Firm may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct.

**Client Responsibilities.** Client shall cooperate fully with the Firm and provide promptly all information known or available to Client relevant to the Firm's representation of Client's interests, including furnishing all documents requested by us.

**Conclusion of Attorney-Client Relationship.** Unless previously and expressly terminated, the Firm's representation of the Client will terminate, and the attorney-client relationship shall be deemed concluded, as to each matter for which the Firm has been engaged upon our completion of such matter, but no later than the later of the date of the last invoice for a given matter or three months after the last entry of time on a matter. Representation as to a given matter does not continue the Firm's attorney-client relationship in connection with another matter that has concluded. The Firm expects full payment for any amounts owed at that time. The fact that the Firm might inform Client from time to time of developments in the law does not constitute performing legal services and will not re-establish a lawyer-client relationship that has terminated by the passage of time or otherwise. Should Client be identified as a debtor in a bankruptcy proceeding or other proceeding for administration, the attorney-client relationship shall be presumed terminated unless and until the Firm consents to appointment as counsel to the debtor under such proceedings.

**Post-Engagement Developments/Proceedings.**

Client has engaged the Firm to provide legal services in connection with a specific matter as described in the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages the Firm to provide additional advice on issues arising from the matter, the Firm have no continuing obligation to advise Client with respect to future developments.

If the Firm is asked to testify as a result of our representation of Client, or if the Firm must defend the confidentiality of the Client's communications, Client shall compensate Firm for any resulting costs, including for our time, calculated at the hourly rate for the particular individuals involved, even if our representation of you has ended.

**Identification as a Client.** Client agrees that the Firm may identify Client simply as a current client for general business development purposes provided that no information be included as to the specific matters being handled for Client or otherwise reveals confidential information. In all cases, however, in which the Firm's representation of Client is a matter of public record, the Firm is authorized to make this identification.

**External Electronic Communication Authorization.**

The Firm may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communication ("EC") (via the internet or other network). The Firm shall use industry-standard safeguards in using EC but Client understands that EC is not an absolutely secure method of communication. Client acknowledges and accepts the risk and authorizes the Firm to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise the Firm in writing not to send them via EC and the Firm will comply with Client's request.

**Internal Communications.** There are occasions when lawyers in the Firm find it useful and helpful to discuss our professional obligations to clients with lawyers experienced in such matters. Accordingly, as part of our agreement concerning our representation of Client, if the Firm determines in its own discretion during the course of the representation of Client that it is either

necessary or appropriate to consult with the Firm's internal legal department or, if the Firm elects, outside counsel, the Firm has Client's consent to do so. Any such communications are and will be deemed to be communications protected by the Firm's attorney-client privilege with its counsel, and our representation of Client shall not, thereby, waive any attorney-client privilege that the Firm may otherwise have protecting the confidentiality of its communications with our counsel.

**Personal Data Protection.** The Firm will use Client's personal data (and that of Client's employees and related persons) primarily to provide legal services to Client, but also for related purposes as described in our Privacy Policy at [www.reedsmith.com](http://www.reedsmith.com). Please read our Privacy Policy as it contains information on what personal data the Firm collects, how that data is collected, on what grounds, who the Firm shares personal data with (including third party service providers), how transfer of personal data is conducted within Reed Smith, an individual's rights in relation to the personal data the Firm holds, and how to contact us with any queries or concerns in relation to personal data. The Reed Smith entity you instruct is the data controller for the personal data the Firm holds concerning Client, Client's employees and any related persons, for the purpose of the EU General Data Protection Regulation (GDPR), the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq (CCPA), or other similar privacy laws, to the extent applicable. Where Client shares personal data with us, Client confirms that Client is permitted to do so under applicable data protection laws.

**Use of Artificial Intelligence ('AI').** We utilize AI technology and tools as part of the provision of services to you. AI assists us in a variety of tasks including legal research and analysis, document drafting and review, translation, and data analysis. Any use of AI will not limit our duties to you including in respect of confidentiality and use of your information.

**Corporate Transparency Act.** Except as noted in an engagement letter or other separate written agreement between the Firm and Client, compliance with the U.S. Corporate Transparency Act ("CTA") is the responsibility of the Client, and the Firm's engagement does not include legal advice relating to any potential CTA reporting obligations, beneficial ownership analysis, or other assistance related to the CTA. In no

event shall we have any continuing obligation to notify you or monitor for changes that may require updates or amendments to your CTA report even if we become aware of them, and in no event will the Firm have any obligation to file such reports on your behalf.

**No Imputation of Certain Conflicts of Interest.** No conflict of interest will be recognized for the Firm from the conduct of lawyers of the Firm practicing in another jurisdiction when such conduct is permitted by the rules of professional conduct of that other jurisdiction.

**Future Conflicts in Unrelated Non-Litigation Matters.** The Firm's ability to represent any and all clients is governed by the applicable rules of professional conduct, which include but are not limited to rules regarding conflicts of interest between two or more clients of a law firm or between a law firm and its clients (collectively, "the Conflicts Rules"). The nature and scope of the Firm's work for other clients may give rise to conflicts of interest in the future. The purpose of this section of the Standard Terms is to explain how the Firm proposes to resolve future conflicts issues so that the Client can decide whether or not to be represented by the Firm. In other words, the purpose of this section is to establish a waiver of future conflicts that may arise in matters not involving litigation but to do so subject to the conditions and limitations noted herein.

#### The Scope of the Waiver

- A. With respect to future non-litigation matters for other clients, the scope of the waiver being provided by Client in this section only applies to future non-litigation work for other clients that (1) is entirely factually and legally unrelated to the work the Firm shall do for Client and (2) is otherwise adverse to Client or Client's interest. Thus, the Firm agrees that this waiver would not allow it:
- to be adverse to Client in litigation, administrative proceedings, discovery disputes, or arbitration proceedings;
  - at any time, to attack the work that the Firm performs for the Client;
  - to affect the independence of the Firm concerning work that the Firm performs for the Client;
  - at any time, to disclose or use adversely to the Client, or to place itself in a position to disclose or use, any confidential and nonpublic information of the Client;

- at any time, to allow lawyers who work for the Client to simultaneously work adversely to the Client; or
- for so long as the Firm continues to represent the Client, to allege criminal conduct by the Client.

Outside of these limitations, Client acknowledges and agrees that the Firm is and will remain free to represent other clients adversely to the Client in non-litigation matters. In other words, the Firm may represent other clients in negotiations and business transactions or other similar legal matters even if those matters are adverse to Client or Client's interests. For example, and solely by way of illustration, the Firm could represent another client in negotiating a commercial contract, financing agreement, acquisition agreement, securities issuance, workout and other similar business transactions opposite Client, provided the Firm lawyers working on the matter did not have confidential information of Client that bears directly on the matter.

- B. With respect to future matters for Client that are adverse to other clients of the Firm, Client consents to such matters and waives any resulting conflict that may exist provided that the Firm's representation of the other client is disclosed to Client and that there are no circumstances which would be seen as affecting the Firm's independence in representing Client adverse to the other client.
- C. With respect to parties that we act against for you (your "adverse parties"), Client agrees that the Firm may represent such adverse parties in connection with unrelated matters so long as we protect Client's confidential information and, where required by the applicable rules of professional conduct, obtain the adverse parties' agreement not to object to our continued representation of Client.

Although the Client may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by the Firm prior to receipt of notice by the Firm of the revocation. In addition, and to the extent permitted by the applicable rules of professional conduct, the Client must consent to the Firm's withdrawal from the Client's matters if withdrawal is necessary for the Firm to continue representing other clients. If the Firm does withdraw from a matter, however, it will assist Client in transferring the matter to

other counsel of Client's choice and will not bill Client for legal fees, expenses, or other charges arising from the need to assist successor counsel in coming up to speed.

Considerations Relating to Client's Decision to Provide the Waiver

Having made you aware of this conflict waiver and its potential implications for you, the Firm ask that you inform us of any exception to agreeing to this waiver or if you have any unanswered or unaddressed reservations or concerns. The Firm also strongly encourages you to discuss this waiver with independent counsel of your choice.

**Clients with Competing Interests.** Some of our current or future clients are likely to operate in the same industry or sector as Client and may have interests which are commercially competitive to Client. Client accepts that the Firm may act for such other clients. The Firm will continue to have rigorous procedures to ensure the confidentiality of the information Client or other clients provide to us. Where Client request us to act for Client on a matter where Client is one of a number of parties competing for the same asset (for example, in a tender or corporate auction or in an insolvency situation), the Firm may act for other parties on the same matter provided that the Firm complies with applicable ethical rules, maintains confidentiality between the clients represented in the matter, and is able to act in the best interests of each client.

**Work in Other Jurisdictions.** If the Firm handles matters for Client involving lawyers in our London, Europe, Middle East, or Asia offices, the Firm may subcontract that work to our affiliated entities in those jurisdictions, and the terms herein will govern Client's relationship with those entities as though they were parties hereto.

**Insurance or Third Party Billing.** Client may wish to determine whether Client has insurance to cover its exposure concerning matters for which Reed Smith shall serve as Client's counsel. Absent an express and specific requirement in the Scope of Engagement above identifying Reed Smith as responsible, Client shall be responsible for (1) determining whether Client has insurance coverage associated with the Scope of Engagement and (2) for tendering any claim or suit to Client's insurer. It is possible that Client or Reed Smith may secure the agreement of an insurance company that Reed Smith may act as Client's counsel. Some

insurance companies impose restrictions on the type, amount of or hourly rate for legal services for which they will pay and may further refuse reimbursement for various cost items. In addition, some insurance companies may unilaterally impose other restrictions which are different from the terms provided hereunder. While Reed Smith will, of course, work cooperatively with any insurance company defending Client, and make every effort to minimize the expense not absorbed by Client's insurance company, Reed Smith's engagement agreement is with Client, and Client agrees to pay promptly Reed Smith's invoices, and Client will seek such reimbursement from the insurance company as may be appropriate. No attorney-client relationship is intended to be created between the Firm and any insurance carrier. In the event a billing dispute arises between Client and the insurance carrier, Reed Smith will advise Client and, if Client wishes, Reed Smith will represent Client in connection with that dispute, at Reed Smith's standard hourly rates.

Additionally, upon request, the Firm will forward or address our invoices to a third party designated by Client, other than an insurance company. Client agrees that in so requesting, Client waives any conflict of interest arising under applicable law which requires Client's consent for us to accept payment of legal fees from a party other than the represented client. The Firm commits to Client that our representation of Client shall not be made less independent through the acceptance of fees for our services to Client from a party other than Client.

**Matters Involving Patents.** The Firm does not offer the service of annuity/maintenance fee payments on pending and granted patents. Therefore, Client is required to either contract with a direct-pay firm for payment of annuities/maintenance fees or undertake payment of such fees on Client's own behalf. If requested, the Firm can assist Client in identifying such a firm but Client agrees to inform the Firm of its election in this regard. Further, Client agrees that if Client does not report to the Firm how annuity/maintenance fee payments will be made for Client's pending and granted patents, that the Firm may conclude, and therefore may rely upon, that Client has arranged to have the fees paid by some means other than through the Firm.

**Responses to Audit Letters.** If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that

the Firm provide a written description of all pending or threatened claims for lawsuits to which the Firm has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to the Firm. Minimum fees for responses to audit letters will be billed at \$550 for non-profit entities, \$1100 for non-public, for-profit entities, and \$1,600 for public entities. Client acknowledges that such response letters are opinion letters and not merely status reports to their auditor. Accordingly, Client agrees that these fixed fees are reasonable in view of the time the Firm shall spend in developing and preparing letters to Client's auditor. However, if more than three hours of time is necessary for a single response letter, the Firm will charge its regular hourly rates.

**Disposition of Records.** The Firm is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. The Firm may destroy any file materials (hard copy or electronic form) after termination of the matter involved, unless (1) Client requests those materials within thirty days of notification of the Firm's communication of intent to destroy them; or (2) after a period of six(6) years. It is agreed, however, that any file transmitted to Client shall not include attorney work product, attorney notes (other than notes of witness interviews, calls with opposing counsel, and other external communications), drafts, internal law firm emails and other communications, conflict checks, time records, staffing documents, privileged communications between the Firm's attorneys and in-house counsel, and any documents unrelated to the substance of the representation.

**Exclusion of Owners, Subsidiaries, Officers, Directors and Employees.** Our client, for purposes of the Firm's representation, is the Client as specifically identified in the engagement letter for the matter, and not, unless expressly named in the engagement letter, any "Affiliates" of Client. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (a) shareholders or constituent partners, members, or other equity stakeholders, (b) parent, sister, brother and subsidiary companies, (c) joint ventures, limited partnerships, general partnerships, limited liability companies or other unincorporated entities in which Client may have an ownership interest, (d) officers, (e) directors, (f) employees, or (g) any other party related by family relationship, management

position or capacity, contractual, cross-ownership or otherwise. **Should Client feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition of "Client" for a particular matter, please discuss this matter with us before engaging the Firm.** Our objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by our Firm find themselves being sued or in an adverse position to another client of our Firm because our records did not properly identify the client, or (2) after undertaking our representation of Client (or another client), and investing considerable time and dollars on Client's behalf, the Firm is forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney client relationship.

**Confidentiality of Firm Information.** Although the Firm's obligations concerning confidentiality of information provided to the Firm by Client is governed and defined by applicable rules of attorney conduct, the Firm is providing information to the Client that is confidential or proprietary to the Firm and Client shall keep such information confidential in accordance with the measures Client takes to keep its own confidential information secure. Confidential information the Firm may provide to the Client may include (but is not limited to):

The terms of this engagement agreement and any other engagement agreement;

Information provided to Client as part of an audit of the Firm authorized or conducted by Client; and

Other information associated with the operation of the business of the Firm that the Client requires the Firm to disclose.

**Waiver.** No failure or delay by the Firm in referring to, relying upon, or exercising any of these Standard Terms shall be deemed to be a waiver of that provision.

**Severability.** If any provision of these Standard Terms are determined to be unenforceable as a matter of law, such determination shall not affect the enforceability of any of the remaining provisions or the enforceability of the engagement agreement as a whole.

**Headings.** The section headings are for reference purposes only and shall not affect the meaning or interpretation of these terms.

**Mediation/Arbitration.** By signing this Agreement, Client agrees that any claim or dispute shall be resolved by submission to formal mediation and then binding arbitration as provided under these Standard Terms. A "claim or dispute" includes any claim or dispute arising out of or relating to this Agreement, the relationship, or the services performed including, but not limited to, disputes regarding the amount of, or payment or non-payment of attorneys' fees or expenses and disputes alleging negligence, breach of contract, malpractice of any type (no matter how denominated), breach of fiduciary duty, fraud, disgorgement, or any claim based upon a statute.

If a claim or dispute cannot be resolved by agreement, such claim or dispute shall first be submitted to non-binding formal mediation under the rules established by the American Arbitration Association ("AAA") before a mediator selected by mutual agreement.

If the claim or dispute cannot be resolved through agreement or formal mediation, the claim or dispute shall be settled by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration proceedings shall be brought in a mutually-agreeable location. A single qualified arbitrator will be chosen to serve under the then effective rules of the AAA, unless the parties mutually agree in writing to three arbitrators. The decision of the arbitrator(s) shall be final, binding, and not subject to judicial review.

Under these Standard Terms, arbitration can be compelled by a court having jurisdiction over the parties, arbitration cannot be avoided by the filing of any other lawsuit or proceeding, and provisional or ancillary remedies can be sought without waiver of arbitration rights.

The parties intend that this Agreement to arbitrate be valid, enforceable and irrevocable. Accordingly, for any dispute covered by this provision Client (1) waives its right to a jury trial; (2) waives any right of an appeal; (3) waives the ability to have broad discovery as such may be provided under the Federal Rules of Civil Procedure or other court rules; and (4) recognizes it may incur substantial upfront costs as compared to litigation. Notwithstanding, Client understands that in submitting to binding arbitration Client has not waived any right

Client may have to assert a disciplinary complaint to an attorney conduct board or other authority.

**NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.**

Client has read this agreement and understands it has a right to have this arbitration agreement reviewed by other counsel in order to advise if it is in Client's best interest. Client represents that it has had an opportunity to consult with independent counsel.

***Jurisdiction-Specific Terms.***

**Texas.** Should a matter for Client involve lawyers admitted to practice in Texas, those lawyers are subject to the Texas Lawyers' Creed, which can be found at [https://www.texasbar.com/AM/Template.cfm?Section=Ethics\\_Resources&Template=/CM/ContentDisplay.cfm&ContentID=30311](https://www.texasbar.com/AM/Template.cfm?Section=Ethics_Resources&Template=/CM/ContentDisplay.cfm&ContentID=30311).

The Firm must also advise you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's office of general counsel will provide you with information about how to file a complaint; for more information, call 1-800-932-1900.

**California.** Should a matter for Client involve lawyers admitted to practice in California, the agreement to arbitrate disputes is not a condition of the Firm agreeing to represent Client. If Client does not wish to agree to arbitrate, Client should advise the Firm before signing this Agreement so the Firm can delete this section of the Agreement.