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**THE CITY OF ROCHELLE**  
**Ogle County, Illinois**

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

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**RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO  
A COLLOCATION LICENSE AGREEMENT WITH FOLLETT CORPORATION**

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**JOHN BEARROWS, Mayor**  
**ROSE HUERAMO, City Clerk**

**TOM MCDERMOTT**  
**BIL HAYES**  
**DAN MCDERMOTT**  
**KATE SHAW-DICKEY**  
**ROSAELIA ARTEAGA**  
**BEN VALDIVIESO**

**City Council**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle  
Peterson, Johnson, and Murray Chicago, LLC, City Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO  
A COLLOCATION LICENSE AGREEMENT WITH FOLLETT CORPORATION**

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

**WHEREAS**, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

**WHEREAS**, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

**WHEREAS**, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

**WHEREAS**, The City owns and operates, RMU owns the Rochelle Municipal Utilities Technology Center, located at 910 Technology Parkway, Rochelle, Illinois. The Technology Center has space available for collocation cages in which individual licensees can locate their telecommunications equipment; and

**WHEREAS**, Follett Corporation desires to have access to space on the Premises to install and operate its telecommunications equipment and cabling; and

**WHEREAS** the City has previously entered into a License Agreement, commencing in 2012, a First Amendment to the Agreement in 2019, and seeks to continue granting Follett Corporation the right to use such space in accordance with the terms of the Licensing Agreement.

**WHEREAS**, RMU staff have negotiated a Second Amendment to the Collocation License Agreement with Follett Corporation and recommends that the City enter into said agreement with Follett Corporation; and

**WHEREAS**, the Mayor and City Council finds that it is in the best interest of the City and its residents for the City of Rochelle to enter into a Second Amendment to the Collocation License Agreement between the City and Follett Corporation (attached hereto as Exhibit 1).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROCHELLE, ILLINOIS** as follows:

SECTION ONE. The foregoing Recitals are not mere preparatory language, but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

SECTION TWO. The City Manager is authorized to execute a Second Amendment to the Collocation License Agreement, in a form substantially similar to Exhibit 1, attached hereto, subject to review and revision as to form by the City Attorney.

SECTION THREE: All prior Ordinances, Resolutions and Personnel Policies in conflict or inconsistent herewith are hereby expressly repealed but only to the extent of such conflict or inconsistency.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 11th day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 11th day of December, 2023.

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MAYOR

ATTEST:

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CITY CLERK

**Exhibit 1**  
**NOT FOR EXECUTION**

**SECOND AMENDMENT TO ROCHELLE MUNICIPAL UTILITIES  
COLLOCATION LICENSE AGREEMENT**

This Second Amendment to Collocation License Agreement (“Second Amendment”) is made as of this \_\_\_ day of December, 2023 (“Effective Date”), by and between the City of Rochelle, acting through the Rochelle Municipal Utilities (“RMU” or “Licensor”), and Follett Corporation (“Licensee” or “Follett”) now located at 3 Westbrook Corporate Center, Westchester, IL 60154.

**RECITALS**

WHEREAS, Licensor and Follett are parties to a Rochelle Municipal Utilities Collocation License Agreement dated July 9, 2012 (“the Agreement”);

WHEREAS, Licensor and Follett executed a First Amendment to the Agreement (“First Amendment”) on January 27, 2019, extending the term of the Agreement to December 31, 2023 (the First Amendment and the Agreement collectively referred to as “Amended Agreement”);

WHEREAS, the parties desire to amend the Amended Agreement; and

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **TERM** – Notwithstanding anything in the Amended Agreement to the contrary (specifically including section (3)(a) and (c) of the Agreement or Section 1 of the First Amendment), the Term of the Amended Agreement in Section 3a is extended for an additional three (3) months, expiring on March 31, 2024. Licensee may extend the Term of the Amended Agreement for three (3) additional 90-day terms by providing written notice within 30 days prior to the end of the Term.
2. **LICENSE FEE** – During such extension term(s), the monthly License Fee of Section 2a, as provided for in the restated Exhibit B of the First Amendment will be the monthly license fee charged to Licensee for the extended Term and up to three (3) additional 90 day extension(s) thereafter as set forth herein.
3. **INCORPORATION OF TERMS** – Except as otherwise specifically modified herein, the terms in the Amended Agreement shall continue in full force and effect. In the event of any conflict between This Second Amendment and the Amended Agreement, the order of precedence controlling such conflict shall be as follows (in descending order): 1) Second Amendment; and then 2) the Amended Agreement. Defined terms used herein shall have the meanings as set forth herein or in the Amended Agreement. This Second Amendment shall be subject to and governed by the same governing laws as is set forth in Section 20 *Governing Law* of the Amended Agreement.

[Remainder of page left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amended Agreement in duplicate on the day and year first written above.

**Licensor: City of Rochelle,  
acting through Rochelle Municipal Utilities**

**Licensee:**

\_\_\_\_\_

\_\_\_\_\_

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

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

STATE OF ILLINOIS        )  
  )  
COUNTY OF OGLE        )        SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, “RESOLUTION AUTHORIZING THE EXECUTION OF A Second AMENDMENT TO A COLLOCATION LICENSE AGREEMENT WITH FOLLETT CORPORATION” which was adopted by the Mayor and City Council of the City of Rochelle on December 11, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 11th day of December, 2023.

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CITY CLERK