
THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

A RESOLUTION AUTHORIZING REVISED FIBER OPTIC INTERNET SPEEDS

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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City Council

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Ottosen DiNolfo Hasenbalg & Castaldo, Ltd., 1804 North Naper Boulevard, Suite 350, Naperville, Illinois 60563

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO.

A RESOLUTION AUTHORIZING REVISED FIBER OPTIC INTERNET SPEEDS

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 operates various utilities through Rochelle Municipal Utilities (“RMU”), one of its departments; and

WHEREAS, RMU offers fiber optic internet services; and

WHEREAS, RMU is seeking to provide updated faster fiber optic internet speeds; and

WHEREAS, the proposed faster speeds and rates are attached herein as Exhibit A; and

WHEREAS, new customers will receive the revised speeds and rates, and existing customers will be eligible for the improved speeds at their existing rates if they fill out the form attached as Exhibit A; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to revise the fiber optic internet speeds and rates as outlined in Exhibit A.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby authorize and approve Exhibit A and revise the fiber optic internet speeds as defined therein.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

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

APPROVED THIS 28th day of April 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



Fiber Optic Internet

Access Account - Business

333 Lincoln Hwy
PO Box 456
Rochelle, IL 61068
815-562-4155

Thank you for choosing Rochelle Municipal Utilities.

You will need the following documents when applying for fiber-optic service:

- o Driver's License or Alternate Government Issued Picture Identification.
- o Completed RMU Application for Utility Service (this form).

PLEASE COMPLETE ALL INFORMATION

Applicant Information:

Business Name/DBA :			
Address of Service :			
City/ST/Zip :			
Billing Name (if different) :			
Billing Address :			
City/ST/Zip :			
Telephone :		Alt Telephone :	
FEIN (optional):		Service Start Date :	
Website :			

Contact Information:

Business Contact Person :			
Contact Person Address/City/ST/Zip :			
Contact Person Business Phone :			
Contact Person Email Address :			

I give representatives of Rochelle Municipal Utilities permission to discuss this account and any information related to this account with the following individuals:

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Available Plans

*Choose your service plan.

Fiber-10
(10 x 10 MB)
\$74.95/mo ☐

Fiber-25
(25 x 25 MB)
\$149.95/mo ☐

Fiber-50
(50 x 50 MB)
\$214.95/mo ☐

Fiber-100
(100 x 100 MB)
\$295.95/mo ☐

Fiber-200
(200 x 200 MB)
\$495.95/mo ☐

Fiber-400
(400 x 400 MB)
\$695.95/mo ☐

Activation Fees

1-Year Term: ☐
\$690

2-Year Term ☐
Waived

Additional Services:

I would like more information regarding one or more of the following services. Please contact me at the number listed on this form. NOTE: RMU strongly suggests the use of a firewall with any type of internet connection.

☐ Firewall ☐ Router ☐ Additional IP Addresses

****VOIP/Phone services available at additional charges based upon customer needs.**

Ask to speak with someone at Advanced Communications for more details.

Monthly service charges of \$9.95 per incoming call line with additional charges per handset if phones are not purchased outright.

Number of Direct Dial in Numbers _____

Number of Handsets _____

RMU technicians will verify a valid internet connection to the Ethernet port (demarcation point) of the router but are not responsible for the configuration of your business or residence internal network.



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IMPORTANT-APPLICANT READ BEFORE SIGNING AGREEMENT

The applicant represents that they have accurately completed this application. The applicant authorizes Rochelle Municipal Utilities (RMU) to verify the information contained herein and to make such additional normal inquiries, as reasonably may be related to or associated with this application, from credit bureaus, employers and creditors. The applicant requests RMU to furnish fiber-optic service(s) and agrees to pay for the service(s) supplied to this address as bills are rendered until notice is given the utilities to discontinue service. The applicant agrees that if applicant or business owes RMU any past due bills, all unpaid bills must be PAID IN FULL prior to service being provided anywhere within the RMU service area. The applicant agrees to the terms, conditions and all regulations (including page 4 of this application) of RMU governing the supply of fiber-optic.

Applicant's Signature

Date

Co-Applicant's Signature (if any)

Date

For Office Use Only:

1. Application must be signed and dated by applicant
2. ID Verification – 1 Form Required (Must be government issued picture ID)
List type of ID and ID number

Driver's License Number _____

Alternate Government Issued Picture ID _____

Application Signature Compared with ID Signature: ☐ Yes

Red Flags Present: ☐ No ☐ Yes

Number of Static IP Addresses Utilized _____

Number of Voice Lines Utilized _____

Activation Fee Added to Account: ☐ No ☐ Yes

Additional Service Request Sent to Communications: ☐ No ☐ Yes

CSR Initials _____



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Terms & Conditions

General

- By applying, you confirm the accuracy of all statements and authorize RMU and the City of Rochelle to verify information, including credit checks. This information becomes RMU's property.
- You agree to pay for high-speed internet services from activation on a month-to-month basis or until canceled as specified.
- You are responsible for all usage charges and must safeguard your passwords.
- RMU's Acceptable Use Policy (AUP), which governs account usage, is available at <https://www.rmu.net/about-rmu/terms-conditions.html> and may change without notice.
- Equipment provided by RMU must be returned in good condition upon service termination, or you may be charged the full retail price.
- Applicable local, state, and federal taxes will be billed as required.
- RMU can terminate service for non-payment. Billing starts when the account is activated and is prorated. Future billing is done on the first day of the billing cycle established for you by RMU. Cancellations after the first day of the billing cycle will incur charges for the next billing period.

Billing and Payment

- RMU will mail a paper bill within the established billing cycle and may send email reminders before payment is due. You agree and consent to receiving email reminders as a condition of accepting service from RMU.
- At the discretion of RMU, unpaid accounts may result in service suspension or termination; however, you shall remain responsible for any outstanding charges.
- If RMU hires an attorney to collect unpaid amounts, you are responsible for all associated attorneys' fees and costs.
- A \$35 fee is charged for each returned check. Unpaid balances are subject to a 3% late charge if not paid by the due date as listed on the bill.
- Billing disputes must be submitted in writing, and the obligation to pay continues until RMU receives notice.
- Termination of service does not relieve you of charges incurred before termination. Legality of Content
- You agree to use RMU services lawfully, not posting or transmitting material that infringes on others' rights, or violates any local, state, or federal laws or regulations. This includes, but is not limited to: threatening, abusive, defamatory, vulgar or obscene language, any action which threatens public or private rights, any action which encourages a criminal offense, any action which gives rise to civil liability or violates any law.
- Unauthorized access attempts and reselling or distribution of RMU services are strictly prohibited.
- You agree to indemnify, defend and hold RMU harmless from any damages or claims arising from your use or misuse of the service.

Continued on next page.



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Terms & Conditions

Continued

Responsibilities

- RMU makes no warranties regarding services and is not responsible for damages, of any kind, including loss of data or service interruptions.
- You are responsible for ensuring the network access is acceptable for your use.
- RMU provides limited technical support for internet connections, but not for diagnosing or repairing software or hardware.
- Network security and data backups are your responsibility.
- Unauthorized connections, reselling RMU services, or soliciting RMU users for other providers is strictly prohibited.

Right to Cancel

- Cancellations must be emailed to oncalltechs@rmu.net or submitted in writing to RMU's Business Office, providing your username, password, and forwarding email address.
- RMU may require additional information to verify cancellation requests.
- Cancellations are effective on the first day of the month following the receipt of the request. Early cancellations of annual contracts result in immediate payment of the contract balance.
- RMU reserves the right to cancel service without notice.

Relationship

- The relationship between you and RMU is solely that of service provider and subscriber.
- Violations of the terms may result in immediate service termination, with you responsible for RMU's attorney's fees.
- Dissatisfaction with the service or terms should be addressed by discontinuing use. Disputes are subject to the jurisdiction of Ogle County, Illinois, and any agreements shall be interpreted pursuant to Illinois law.

SPAM Policy

- Unsolicited emails (SPAM) are prohibited. Violations result in immediate termination and a \$500 charge.

Modification of Terms

- RMU may change terms, conditions, rates, or services at any time with written or Electronic notice. Continued use constitutes acceptance of any such changes.

Continued on next page.



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Terms & Conditions

Continued

Warranty Disclaimer

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY RMU, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER RMU NOR ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON OR FROM THE SERVICE IS FREE OF VIRUSES, CANCELBOTS, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. LIMITATION OF LIABILITY - UNDER NO CIRCUMSTANCES SHALL RMU, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM SUBSCRIBER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR SUBSCRIBER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF OR USE OF SUBSCRIBER'S ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT RMU IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT, RMU'S LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF SUBSCRIBER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM.

Rev 09/2024

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, _____, 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 Ordinance No. ___, “A RESOLUTION AUTHORIZING REVISED FIBER OPTIC INTERNET SPEEDS FOR EXISTING CUSTOMERS,” which was adopted by the Mayor and City Council of the City of Rochelle on April 28, 2025

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 28th day of April 2025.

CITY CLERK