

CITY OF GENOA
CITY COUNCIL MEETING AGENDA
JUNE 16, 2020
7:00 P.M.

I. CALL TO ORDER/ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. GUEST SPEAKERS
A) METRONET

IV. APPROVAL OF MINUTES FROM THE JUNE 2, 2020 CITY COUNCIL MEETING

V. APPROVAL OF ACCOUNTS PAYABLES

VI. ITEMS FROM INDIVIDUALS IN ATTENDANCE

VII. OLD BUSINESS

VIII. NEW BUSINESS

A) CONSIDER AMENDING THE CITY'S SEXUAL HARASSMENT POLICY

- MOTION TO APPROVE AN ORDINANCE AMENDING TITLE 1, CHAPTER 17, ETHICS, SECTION 7 OF THE MUNICIPAL CODE OF THE CITY OF GENOA

B) CONSIDER A FINANCIAL ADVISORY AGREEMENT FOR THE ISSUANCE OF A BOND FOR STREET AND PUBLIC IMPROVEMENTS

- MOTION TO APPROVE A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FINANCIAL ADVISORY AGREEMENT WITH PMA SECURITIES

C) CONSIDER THE PURCHASE AND INSTALLATION OF A NEW FURNACE AND AIR CONDITIONING UNIT AT OLD CITY HALL

- MOTION TO APPROVE THE PURCHASE AND INSTALLATION OF A NEW FURNACE AND AIR CONDITIONING UNIT AT 113 NORTH GENOA STREET BY DEKALB MECHANICAL, NOT TO EXCEED \$7,950.

IX. DEPARTMENT REPORTS

A) ADMINISTRATION

B) FINANCE

C) PUBLIC WORKS

D) POLICE

E) MAYOR

X. ANNOUNCEMENTS

XI. MOTION TO ADJOURN


To respect the agenda and flow of the meeting, the Mayor may limit audience participation to 5 minutes per speaker and/or a total of 30 minutes for this portion of the agenda.

THE CITY OF



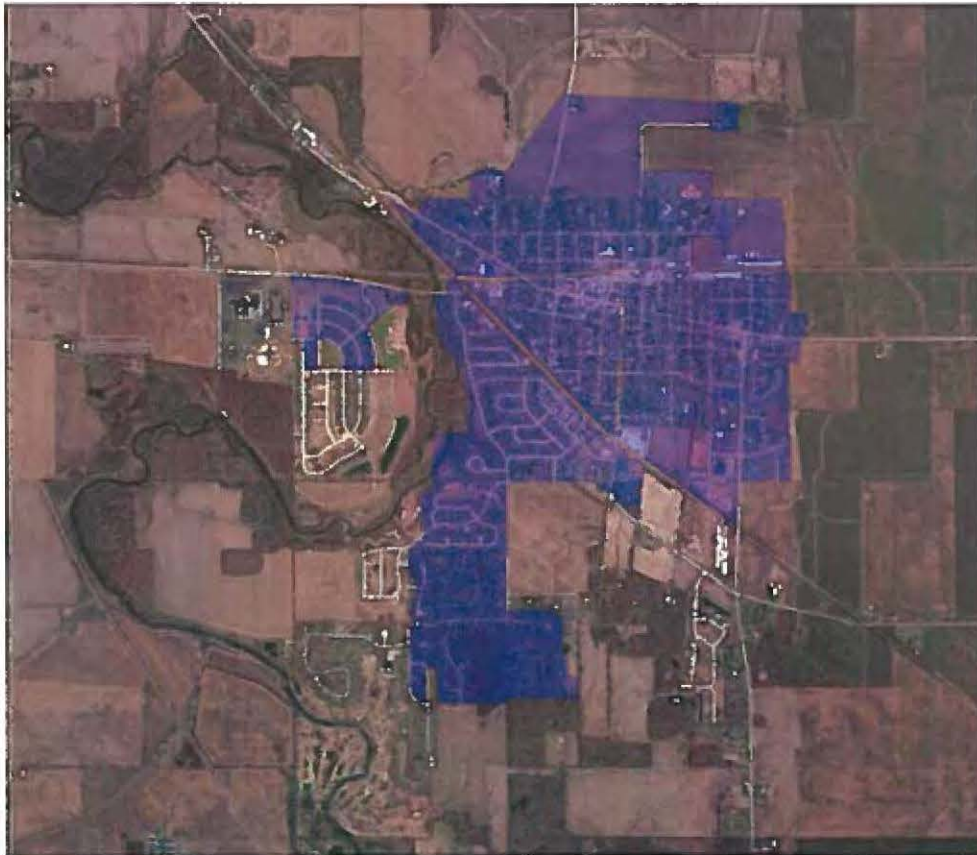
GENOA

MEMO

To: Mayor Vicary and the City Council
From: Alyssa Seguss, Administrative Director 
Subject: MetroNet
Date: June 8, 2020

Joe Salerno, a Market Manager and representative of MetroNet, will be at the June 16, 2020 City Council meeting. Mr. Salerno will provide an overview of MetroNet and the services they provide including fiber voice, video, and internet services. Staff and MetroNet have negotiated and come to an agreement on all terms of the franchise agreement, with the exception of an exhibit pertaining to the initial service area. The issue is that MetroNet is only including some residential areas within their initial service area (see map below). In addition to an overview of MetroNet's services, Staff has asked Mr. Salerno to explain the reasoning to only providing service to some of the community to the Council.

If the Council is still interested in moving forward with this agreement, a public hearing will be scheduled and consideration of the agreement can take place in July.



If you have any questions, please contact me.

		ACCOUNTS PAYABLE FOR JUNE 15, 2020	
	VENDOR		
1	AirGas	PW- Gas for welding/cylinder lease renewal	\$ 451.18
2	Alan Brown	PD- Squad #770 repairs	\$ 74.32
3	ATCO International	PW- Face masks	\$ 72.00
4	Automatic Control Services	PW- Monthly phone service for wells/towers- June 2020	\$ 120.00
5	B&F Construction Code Service	Inspection Fees- May 2020- Reimbursed	\$ 570.00
6	Baxter & Woodman	Engineering Services- Well 4 Pump Equipment Rehab- April/May 2020	\$ 1,113.75
7	Baxter & Woodman	Engineering Services- Genoa Street Water Main Replacement- April/May 2020	\$ 14,976.70
8	Baxter & Woodman	Engineering Services- Well 4 Improvements- April/May 2020	\$ 2,467.50
9	Bobcat of Rockford	PW- Blade kit for mower	\$ 107.03
10	C.E.S. Inc.	Engineering Services- 2021 St Improvements- April/May 2020	\$ 1,827.50
11	C.E.S. Inc.	Engineering Services- Oak Creek Unit 4 development- April 2020	\$ 382.50
12	C.E.S. Inc.	Engineering Services- S Genoa St Improvements- April/May 2020	\$ 3,202.50
13	Charter	Monthly internet service - June 2020	\$ 204.98
14	City of DeKalb	PW- Monthly water testing	\$ 165.00
15	Culligan	Monthly rental- June 2020	\$ 29.95
16	Econo Signs	PW- 2 Directional signs for Riverbend subdivision	\$ 76.20
17	Galls	PD- Belt, paddle holster, boots	\$ 211.30
18	Helena	PW- Roundup for weed control	\$ 334.90
19	Il Notary "Discount" Bonding Co	PD- Notary bond renewal	\$ 53.95
20	Illini Security Systems, Inc.	CH- Annual fire alarm & testing inspection & service call for keypad malfunction	\$ 500.00
21	Illinois Rural Water Association	PW- Annual membership	\$ 534.64
22	Marco Technologies	All- Monthly contract & copies - 5/27/20-6/26/20	\$ 147.70
23	Martenson Turf Products	PW- Grass seed	\$ 389.00
24	Napa	PW- Rear brake rotor, duct tape	\$ 104.82
25	Northern Il Training Advisory	PD- Training fees	\$ 765.00
26	Northern Safety & Industrial	PW- Safety gear	\$ 372.67
27	Northwestern Medicine	Annual Employee Assistance Plan contract-5/15/20-5/14/21	\$ 525.00
28	Onsolve	PD- Code Red early cancellation fee	\$ 750.00

		ACCOUNTS PAYABLE FOR JUNE 15, 2020	
	VENDOR		
29	PetroChoice	Unleaded fuel- 6/5/20	\$ 1,445.01
30	Quadient Finance USA, Inc.	Postage- 5/29/20	\$ 1,000.00
31	Service Concepts	Chiller repairs at City Hall & air conditioner repairs at Crown Exteriors/Chamber	\$ 1,226.85
32	Sikich	Professional services- 2020 audit- partial billing	\$ 3,000.00
33	Tobinson's	PW/PD- Weed killer, ball valve, washers, hose menders, cocoa liner, HDMI cable,	\$ 584.74
34		batteries, nozzle, aerator, propane tank, potting soil, compost, couplings,	
35		round file, PVC, copper adapter, faucet, circular blade, distilled water,	
36		ladder, fasteners, square cover, coupler barb	
37	Vermeer	PW- Wood chipper repairs	\$ 154.00
38	Vortex Technologies	PW- Calibration of circular recorder and flow channel	\$ 595.00
39	WG Municipal Management LLC	Monthly Professional Services- 5/1/20-5/31/20	\$ 291.00
40	William Charles Construction	PW- 13 Tons of sand for drying beds	\$ 59.04
41			
42	Total		\$ 38,885.73
43			
44			
45		MANUALS FOR JUNE 15, 2019	
46			
47	Missy Bold	CH- Sealcoat & striping of West parking lot (See Purchase Requisition)	\$ 3,300.00
48	Illinois Department of Insurance	2021 Police Pension Fund Compliance Fee	\$ 474.55
49	Veto Enterprises	New squad (See Purchase Requisition)	\$ 28,540.00
50			
51			
52	Total		\$ 29,014.55
53			
54			
55			
56			

		ACCOUNTS PAYABLE FOR JUNE 15, 2020	
	VENDOR		
57		TRANSFERS FOR JUNE 15, 2020	
58			
59	Silverthorne Development	Temporary occupancy bond reimbursement- 1013 Persimmon Dr	\$ 800.00
60	Silverthorne Development	Temporary occupancy bond reimbursement- 1000 Joel Ln	\$ 3,000.00
61	Silverthorne Development	Temporary occupancy bond reimbursement- 1000 Persimmon Dr	\$ 3,000.00
62	Waste Management	Monthly refuse service - May 2020	\$ 37,982.04
63			
64	Total		\$ 44,782.04
65			
66	Total		\$ 112,682.32

**Department of Public Works
Purchase Requisition for Items/Services Exceeding \$2,500.00**

Date:	Submitted By:	Services:	Dollar Amount:
5/21/20	Rich Gentile Public Works Director	Crack-fill, Sealcoat and Stripe	\$3,300.00

Request Summary:

Bold Sealcoating will crack-fill, sealcoat and stripe the Fitness Center parking lot.

This would be a good time to provide the necessary work to provide pavement maintenance to the City's west parking lot.

Account Number: 01-31-511

Quote Amount: \$3,300

Year to Date Account Balance: \$ 30,000

City Treasurer: Janis Tures Date: 5-21-2020

Administrative Director: Alyssa Seguss Date: 5/22/2020

**Genoa Police Department
Purchase Requisition for Items/Services Exceeding \$2,500.00**

Date:	Submitted By:	Equipment:	Dollar Amount:
5/20/20	Robert Smith	2019 Ford Taurus	\$28,900

Request Summary:

The Genoa Police Department is looking at purchasing a 2019 Ford Taurus (AWD) for the fleet. The squad will be used by the Chief, with the old K9 vehicle going back into the fleet. A separate purchase request will be submitted for the additional equipment and installation. The cost savings with going with a passenger vehicle compared to a sport's utility is approximately \$15,000. The Ford Explorer stopped their production for the year and the earliest it could be ordered was 2021.



Account Number: 65-00-801

Equipment Dollar Amount: \$28,900

Total Account Budget: \$65,000 Year to Date Account Balance: \$65,000


Police Chief: *Robert Smith* Date: 5/21/20

City Treasurer: *Janis Tures* Date: 5-22-2020

Administrative Director: *Alyssa Segers* Date: 5/22/2020

THE CITY OF 
GENOA

MEMO

To: Mayor Vicary and the City Council
From: Alyssa Seguss, Administrative Director 
Subject: Sexual Harassment Policy Memo
Date: June 8, 2020

Attached to this memo is an ordinance to amend the City's sexual harassment policy within the Municipal Code. These amendments are State mandated in order to comply with recent amendments to the State Officials and Employees Ethics Act. The Illinois Municipal League provided a model ordinance and some amendments were necessary to the City's current policy, which are bolded within the attached ordinance.

The Act also requires that all Illinois employers, including municipalities, provide sexual harassment prevention training to all employees prior to December 31, 2020 and annually thereafter. Staff has been working with the City's insurance carrier who has a sexual harassment training program that can be provided to City employees. The IML has also provided materials that may be used to train employees.

If you have any questions, please contact me.

CITY OF GENOA
DEKALB COUNTY, ILLINOIS

ORDINANCE NO. 2020- ____

ADOPTED BY
THE MAYOR AND
CITY COUNCIL
OF THE
CITY OF GENOA

AN ORDINANCE AMENDING TITLE 1, CHAPTER 17, ETHICS, SECTION 7
OF THE MUNICIPAL CODE OF THE CITY OF GENOA

Adopted June 16, 2020, by the Mayor and City Council of the City of Genoa
DeKalb County, Illinois, and approved and published in pamphlet form
This 17th day of June 2020.

ORDINANCE NO. 2020-_____
AN ORDINANCE AMENDING TITLE 1, CHAPTER 17, ETHICS, SECTION 7 OF THE
MUNICIPAL CODE OF THE CITY OF GENOA

BE IT ORDAINED by the Mayor and City Council of the CITY OF GENOA, DeKalb County, Illinois, as follows:

WHEREAS, Public Act 101-0221 amended the State Officials and Employees Ethics Act; and

WHEREAS, the Act mandates that the City of Genoa updates its current Sexual Harassment Policy; and

NOW THEREFORE, the Municipal Code of the City of Genoa be amended as follows:

SECTION 1: That Title 1, Chapter 17, Ethics, Section 7 be amended to instead read:

1-17-7: POLICY PROHIBITING SEXUAL HARASSMENT:

A. Prohibition on Sexual Harassment

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the City of Genoa to prohibit sexual harassment of any person by any municipal official, municipal agent, municipal employee or municipal agency or office on the basis of sex or gender. All municipal officials, municipal agents, municipal employees, and municipal agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

B. Definition of Sexual Harassment

1. This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

2. Conduct which may constitute as sexual harassment includes, **but is not limited to**:
 - a. Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements **of a sexual nature** about other employees, even outside of their presence, ~~of a sexual nature.~~
 - b. Non-verbal: suggesting or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises.
 - c. Visual: posters, signs, pin-ups or slogans of sexual nature, viewing pornographic material or websites.
 - d. Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
 - e. Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and **posts** on social network websites like Facebook and Twitter).

C. Procedure for Reporting an Allegation of Sexual Harassment

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person".

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

1. **Electronic/Direct Communication:** If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or memo.

2. **Contact with Supervisory Personnel:** At the same time direct communication is undertaken, or in the event the employee feels threatened by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a **director of human resources, an ethics officer**, the city manager or administrator, or the chief **executive elective** officer of the municipality.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are not witnesses and the victim fails to notify a supervisor or the responsible officer, the municipality will not be presumed to have knowledge of the harassment.

3. **Resolution Outside the Municipality:** The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and the incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.
4. **Allegations of Sexual Harassment made against an elected official of the governmental unit by another elected official of a governmental unit:** In addition to the methods of reporting included above, an elected official may request an independent review of a complaint of sexual harassment by another elected official. The request shall be made to the human resources director, the city manager or administrator, or the chief elected official of the municipality. The official receiving the request shall take immediate action in keeping with the procurement process of the municipality to retain a qualified individual or entity for the independent review of the allegations of sexual harassment in violation of this policy. The outcome of the independent review shall be reported to the corporate authorities.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

D. Prohibition on Retaliation for Reporting Sexual Harassment Allegations

No municipal official, municipal agency, municipal employee or office shall take any retaliation action against any municipal employee due to a municipal employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purpose of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's involvement in protected activity pursuant to this policy.

No individual making report a will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. **In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal law, rule or regulation.** (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes

to be sexual harassment in employment, because he/she made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge- either due within 300 days. (Ordinance 2018-27, 11-06-2018)

E. Consequences of a Violation of the Prohibition on Sexual Harassment

In addition to any and all other discipline that may be applicable pursuant to municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may will-be subject to a fine of up to \$5,000 per offense, applicable disciplinary actions -discipline up to and including or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or federal agency.

F. Consequences for Knowingly Making a False Report

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness for the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline up to and including discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks, and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the Illinois State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

SECTION 3: This ordinance shall be in full force and effect from and following its passage and approval.

Alderman Name	Aye	Nay	Abstain	Absent
Pam Wesner				
Glennis Carroll				
Dennis Di Guido				
James Stevenson				
Courtney Winter				
Chuck Cravatta				
Jonathon Brust				
Katie Lang				
Mayor Mark Vicary				

PASSED by the City Council of the City of Genoa, DeKalb County, Illinois this ____ day of _____, 2020.

Approved by me this ____ day of _____, 2020.

Mark Vicary, Mayor

(SEAL)

ATTESTED and filed in my office this ____ day of _____, 2020.

Kim Winker, City Clerk

CITY OF GENOA
DEKALB COUNTY, ILLINOIS

RESOLUTION NO. 2020 - _____

ADOPTED BY
THE MAYOR AND
CITY COUNCIL
OF THE
CITY OF GENOA

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A FINANCIAL ADVISORY AGREEMENT WITH PMA SECURITIES

Adopted June 16, 2020, by the Mayor and City Council of the City of Genoa,
DeKalb County, Illinois, and approved and published in pamphlet form
this 17th day of June 2020.

CITY OF GENOA
RESOLUTION NO. 2020-_____

A Resolution Approving and Authorizing the Execution of a Financial Advisory Agreement with PMA Securities

WHEREAS, the City intends to issue General Obligation Bonds for public infrastructure;
and

WHEREAS, a financial advisor is necessary to advise the City regarding the authorization, sale, issuance, and delivery of such Bonds; and

Now Therefore BE IT RESOLVED by the Mayor and City Council of the CITY OF GENOA, DeKalb County, Illinois, as follows:

SECTION 1: That the Financial Advisory Agreement attached hereto between PMA Securities and the City of Genoa is hereby approved.

SECTION 2: That the Mayor is hereby authorized to execute this Financial Advisory Agreement on behalf of the City.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Resolution shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Alderman Name	Aye	Nay	Abstain	Absent
Pam Wesner				
Glennis Carroll				
Dennis Di Guido				
James Stevenson				
Courtney Winter				
Chuck Cravatta				
Jonathon Brust				
Katie Lang				
Mayor Mark Vicary				

APPROVED:

Mayor Mark Vicary

(SEAL)

ATTEST: _____
City Clerk Kim Winker

Passed: _____

Approved: _____

Published: _____



FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the "Agreement") is made and entered into by and between the City of Genoa, DeKalb County, Illinois ("Issuer") and PMA Securities, LLC ("PMA") effective as of June 8, 2020 (the "Effective Date"). The Issuer and PMA collectively constitute the "Parties" hereunder.

WITNESSETH:

WHEREAS, the Issuer intends to issue \$2,500,000* General Obligation Bonds (Alternate Revenue Source), Series 2020 for public infrastructure (the "Securities"), and in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain a financial advisor to advise the Issuer regarding the issuance of the Securities;

WHEREAS, PMA is willing to provide its professional services and its facilities as financial advisor in connection with the Securities as may be considered and authorized by the Issuer during the period in which this Agreement shall be effective;

WHEREAS, the Issuer is a municipal entity and the Securities are municipal securities as defined by the Securities Exchange Act of 1934 and the rules of the Municipal Securities Rulemaking Board ("MSRB"); and

WHEREAS, PMA is registered as a municipal advisor with the U.S. Securities Exchange Commission ("SEC") and the MSRB and thus, may provide municipal advisor services to a municipal entity such as the Issuer, including advice with respect to the issuance of municipal securities.

NOW, THEREFORE, the Issuer and PMA, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

Upon the request of an authorized representative of the Issuer, PMA agrees to perform the financial advisory services (hereinafter "Services" or "Scope of Services") stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay PMA the compensation as provided in Section VI hereof.

A. Financial Planning. At the direction of the Issuer, PMA shall:

1. Analysis. Conduct an analysis of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service the Securities contemplated. This analysis will include reviews of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, may include an analysis of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. The analysis may take into account any outstanding indebtedness payable from the revenues of existing or projected facilities operated by the Issuer, additional revenues to be available from any proposed rate increases and additional revenues, as projected through internal proprietary systems of PMA and its affiliates or through other parties employed by the Issuer, resulting from improvements to be financed by the Securities under consideration.

*Preliminary, subject to change, and reflects the current estimated par amount.

2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff, through internal proprietary systems of PMA and its affiliates or through other parties, if any, employed by the Issuer.
3. Recommendations for Securities. Submit recommendations to the Issuer regarding the Securities under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Securities to be sold on terms that are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
4. Market Information. Advise the Issuer of current bond market conditions, other related forthcoming bond issues, economic data and other market information, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Securities may be set at a favorable time.
5. Elections. Assist in coordinating the assembly of data for the preparation of any necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the issuance of municipal securities, including assistance in the transmission of such data to any law firm retained by the Issuer, such as issuer counsel, bond counsel, disclosure counsel or otherwise, in the event it is necessary to hold an election to authorize the Securities.

B. Debt Management and Financial Implementation. At the direction of the Issuer, PMA shall:

1. Method of Sale. Evaluate the particular financing of Securities being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:
 - a. If the Securities are to be sold by an advertised competitive sale, PMA will:
 - (1) Oversee the sale of the Securities;
 - (2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids which may include the use of a third party auction platform;
 - (3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
 - (4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.
 - b. If the Securities are to be sold by negotiated sale, PMA will:
 - (1) Recommend, for the Issuer's formal approval and acceptance, one or more investment banking firms as managers of an underwriting syndicate to negotiate the purchase of the Securities. This may include a request for proposal for underwriting services. A recommendation will be based upon but not limited to the following: proposed underwriter fees, indicative interest rates and yields, recent comparable bond sales that support the indicative rates and yields, quality of structuring ideas proposed, experience of the underwriter and its personnel, and willingness to commit capital. In keeping with the

provisions of Rule G-23 of the MSRB, PMA will not participate in an underwriting syndicate in connection with the negotiated purchase of the Securities.

- (2) Cooperate with and assist the underwriter(s) in the review of a bond purchase contract and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriter(s), but shall not be or become an obligation of PMA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by PMA.
 - (3) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any, and provide a cost comparison for both expenses and interest, which are suggested by the underwriter(s), to the then current market.
 - (4) Advise the Issuer as to the fairness of the prices/yields offered by the underwriter(s).
- c. If the Securities are to be sold as a placement:
- (1) Direct Sale. The Issuer shall identify the potential purchasers and provide the information to PMA in a direct sale. At the request of the Issuer, PMA will disseminate information, including any offering documents, to prospective purchasers and collect prospective purchasers' timely submission of offers to purchase. PMA will analyze such offers to purchase and make a recommendation to the Issuer regarding the acceptance of one or more offers to purchase the Securities according to parameters set out by the Issuer or based on the Issuer's best interest.
 - (2) Private Placement. PMA may recommend that the Issuer engage a placement agent for a private placement of the Securities, under certain circumstances. The recommendation to engage a placement agent will be based upon, but not limited to, the following factors: the size and complexity of the Securities, the credit of the Issuer, the amortization length of the Securities and whether DTC eligibility is appropriate for the issuance. If PMA recommends the use of a placement agent, PMA will then recommend, for the Issuer's formal approval and acceptance, an investment banking firm as placement agent for the Securities. This may include a request for proposal for placement agent services. A recommendation will be based upon, but not limited to the following: proposed fee, indicative interest rates, recent comparable bond sales that support the rates, quality of structuring ideas proposed and experience of the placement agent and its personnel.
2. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested and at all times when PMA may be of assistance or service and the subject matter is related to the Securities.
 3. Review of Third Party Recommendations. Review of a recommendation of another party if requested by the Issuer and the request is within the Scope of Services. PMA will determine, based on the information obtained through reasonable diligence, whether the municipal securities transaction or municipal financial product is or is not suitable for the Issuer. In addition, PMA will inform the Issuer of:
 - (1) PMA's evaluation of the material risks, potential benefits, structure and other characteristics of the recommended municipal securities transaction or municipal financial product;
 - (2) The basis upon which PMA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Issuer; and

- (3) Whether PMA has investigated or considered other reasonably feasible alternatives to the recommended municipal securities transaction or municipal financial product that might also or alternatively serve the Issuer's objectives.
4. Offering Documents. Draft the preliminary and final Official Statements, Offering Memoranda or Term Sheets ("Offering Documents") based on information provided by the Issuer as well as information derived from other sources. The information contained in the Offering Documents will be derived from the sources stated or, if not otherwise sourced, from the Issuer. PMA makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Offering Document, and its assistance in preparing the Offering Document should not be construed as a representation that it has independently verified such information. The Issuer will be expected to examine, approve and make certifications with respect to the information in the Offering Documents in accordance with its obligations under the federal securities laws.
 - (1) In a competitive sale, PMA will coordinate the preparation of the notice of sale and bidding instructions, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification.
 - (2) PMA will electronically distribute the Offering Documents.
 - (3) Some of the data collected may require a fee, such as overlapping debt or an auditor's certificate. Upon the request of an authorized representative of the Issuer, any fees for data will be sent to the Issuer for prior approval.
 - (4) As needed for Offering Documents disclosure purposes, PMA will file reportable event notices and other information to the MSRB's Electronic Municipal Market Access ("EMMA") as directed by the Issuer.
5. Credit Ratings and Insurance. Make recommendations to the Issuer as to the advisability of obtaining a credit rating and/or insurance for the Securities. Where insurance for the Securities is advised, PMA will request bids from insurance agencies. When directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency and/or insurance agencies. If PMA's advice includes personal presentation of information to the rating agency and/or insurance agencies, PMA will arrange for such personal presentations by the Issuer's representatives.
6. Trustee, Paying Agent, Registrar. Assist the Issuer in the selection of a trustee and/or paying agent/registrar for the Securities and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
7. Escrow Bidding Agent, Escrow Agent, Verification Agent. Assist the Issuer in the selection of an escrow bidding agent, an escrow agent and/or a verification agent for the Securities and assist in the negotiation of agreements pertinent to those services and the fees incident thereto, if needed.
8. Financial Publications. Advise financial publications of the forthcoming sale of the Securities and provide them with all pertinent information, when appropriate. Upon request, PMA will coordinate the publication of legal notices when required by law for the issuance of the Securities.
9. Consultants. Arrange for reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Securities and assist in the negotiation of agreements pertinent to those services and the fees incident thereto.

10. Legal Counsel. Maintain liaison with bond counsel, disclosure counsel and local counsel, if any, in the preparation of legal documents pertaining to the authorization, sale and issuance of the Securities.

11. Delivery of the Securities. Coordinate the efforts of the working group for the Securities, which typically includes the Issuer, underwriter, bond counsel, and other counsel, as applicable, rating agency, bond registrar, paying agent, and any other third party engaged by the Issuer, as soon as a bid for the Securities is accepted by the Issuer, so that the Securities may be delivered and paid for as expeditiously as possible. Assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Securities.

C. Services Not Related to an Issuance of Municipal Securities. If requested by the Issuer, PMA will perform the services following this paragraph for the Issuer, with respect to the Securities, with no additional compensation required. This Agreement hereby terminates any prior Financial Advisory Agreement or Financial Advisory Engagement Letter for the provision of the following services:

1. Rating surveillance preparation;
2. Debt summary and debt book updates;
3. Educational presentations to the Issuer's governing body, community and/or staff;
4. Review paying agent/DTC invoices for accuracy;
5. Review and provide advice related to a bond levy;
6. Advise the Issuer of filings related to tax credit bonds and the need to approve abatement resolutions and debt service extension base modification resolutions;
7. Assist with filing debt-related documents with other government entities, such as the state;
8. Assist with FOIA-related documentation and questions; and
9. Assist with post-issuance compliance per the rules of the Internal Revenue Service ("IRS").

D. Limitations on Services. The Services are subject to the following limitations:

1. The Services are limited solely to the services described herein and are subject to any limitations set forth within the Scope of Services.
2. PMA is not responsible for certifying as to the accuracy or completeness (including the accuracy or completeness of any description of the Issuer's compliance with its continuing disclosure obligations) of any preliminary or final Offering Documents, other than with respect to any information about PMA provided by PMA for inclusion in such documents.
3. The Services do not include tax, legal, accounting or engineering advice with respect to the Securities, services not related to an issuance of municipal securities (except as provided in Section I.C. above) or in connection with any opinion or certificate rendered by bond counsel or any other person at closing, and does not include review or advice on any feasibility study.
4. Unless requested by the Issuer, PMA will not negotiate fees or send out a request for proposal for legal services including issuer counsel, bond counsel or disclosure counsel.

5. Dissemination Agent services for continuing disclosure are not included under this Agreement except as provided under Section I.B.4.(4). Dissemination Agent services include, for example, annual financial information and annual financial statement filings to EMMA.

E. Amendment to Scope of Services. The Scope of Services may be amended as set forth in Section VIII.D. The Parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services. Changes to the Scope of Services may result in an increased fee.

SECTION II POTENTIAL BENEFITS & RISKS OF ISSUING THE SECURITIES

A. The potential benefits involved with issuing the Securities include, among other things:

1. Meeting the Issuer's Funding Needs. The Securities are being issued to meet the Issuer's stated funding needs.
2. Relative Low Cost of Financing. Municipal obligations, such as the Securities, generally offer a lower cost of financing than other available alternatives.
3. Ability to Lower Cost of Financing in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to lower the cost of financing with a future refinancing of the Securities.
4. Ability to Restructure Payments in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to restructure the repayment schedule with a future refinancing or defeasance of the Securities.

B. The potential risks involved with issuing the Securities include, among other things:

1. Interest Rate Risk. The Securities are issued at a fixed rate(s). If market interest rates decline subsequent to the sale of the Securities, the Issuer will not be able to take advantage of lower market interest rates for the Securities unless and until the Securities can be prepaid or refinanced.
2. Prepayment Risk. To the extent the Securities, or a portion of the Securities, are not subject to a prepayment provision, the Issuer cannot prepay the Securities prior to their maturity date(s).
3. Closing Risk. If the Securities fail to attract an appropriate purchaser, or fail to be delivered at closing, the Issuer will not receive proceeds from the Securities.
4. Default Risk. If the Issuer fails to make the scheduled principal and/or interest payment(s) on the Securities in a timely manner, a default will occur, which negatively affects the Issuer's ability to get financing for other needs.
5. Tax Risk. If the opinion of bond counsel for the Securities identifies the Securities as tax-exempt or tax advantaged, and the IRS subsequently determines the Securities are taxable or ineligible for a tax credit, this determination could cause the IRS to change the designation of the Securities to taxable or to revoke the tax credits, resulting in potential adverse publicity, impairment of the Issuer's ability to issue municipal securities in the future, litigation from bondholders and others or a settlement agreement between the IRS and the Issuer resulting in a payment from the Issuer to the IRS to maintain the tax-exempt or tax advantaged status of the Securities. Potential causes of such a

determination may include, but are not limited to the following: the Issuer does not spend the proceeds of the Securities in a timely manner, change in use of the project financed by the Securities and any other determination by the IRS that rules governing the issuance of tax-exempt obligations were violated.

6. Disclosure Risk. To the extent the SEC determines that a material fact was omitted from the Offering Documents or a material misstatement was made in the Offering Documents, the SEC could determine that the Issuer violated federal securities laws.

SECTION III COOPERATION IN MEETING REGULATORY REQUIREMENTS

The Issuer acknowledges that PMA has regulatory duties as municipal advisor to the Issuer, and the Issuer agrees to cooperate, and to cause its agents to cooperate, in carrying out these regulatory duties, including providing complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have PMA provide advice with regard to any recommendation made by a third party in accordance with Section I.B.3, the Issuer will provide to PMA written direction to do so and any information it has received from such third party relating to its recommendation.

SECTION IV TERM OF AGREEMENT

The terms of this Agreement are effective as of the Effective Date and shall remain in effect, unless earlier terminated by PMA or at the direction of the Issuer pursuant to the following section, until the closing of the Securities. This Agreement may be renewed for a maximum of three (3) years beyond the Effective Date at the Issuer's request for PMA to perform the any of the services set forth in Section I.C.

SECTION V TERMINATION

This Agreement may be terminated with or without cause by the Issuer upon prior written notice to PMA or by PMA upon at least thirty (30) days' prior written notice to the Issuer of the Party's intention to terminate, specifying in such notice the effective date of such termination. In the event the termination occurs before the Securities close, it is understood and agreed that no amounts are due to PMA for services provided or expenses incurred, unless otherwise stated in Section VI below. No penalty will be assessed for termination of this Agreement. The provisions of Section VII.B. shall survive any termination of this Agreement pursuant to this Section V or the expiration of the term of this Agreement pursuant to Section IV.

SECTION VI COMPENSATION AND EXPENSE REIMBURSEMENT

A. Compensation. The fees due to PMA for the Scope of Services set forth and described in Section I of this Agreement shall be \$12,000.00 plus \$3,500.00 for the services described in Section I.B.4, Offering Documents. Such fees, for which PMA is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Securities to the purchaser. No fee shall be due from the Issuer to PMA unless the Securities close.

As set forth in PMA's *Municipal Advisor Disclosure Statement*, PMA notes that this Agreement involves contingent based compensation subject to compensation based conflict. Also, we note how it relates to different structures or scenarios. For example, recommending a multi-issuance strategy versus a single issuance strategy could result in additional compensation for PMA and the application of minimum fees, if

any. However, this recommendation would be made only if the benefits exceed the costs. Such benefits could include bank qualification, reduced negative arbitrage in the investment of bond proceeds and meeting the financial goals of the Issuer. Also, the additional compensation would be paid over time, subject to the retention of PMA for subsequent issuances.

B. Issuer Expenses.

1. Customary fees and expenses incident to a sale are payable by the Issuer. These fees and expenses, depending upon the final structure, can include fees for underwriter(s), bond counsel, local counsel, disclosure counsel, rating agency, insurance premium, trustee/paying agency, competitive sale auction platform, escrow bidding agent and verification agent.
2. Customary fees and expenses incident to the preparation of the Offering Documents, such as overlapping debt and auditor's certificates, are payable by the Issuer. In the event PMA must pay these fees and expenses before the Securities close, the Issuer will be responsible for reimbursing PMA for the pre-paid fees and expenses.

**SECTION VII
DISCLOSURES**

A. Disclosures. The *Municipal Advisor Disclosure Statement*, and each delivery thereof, as provided from time to time, shall be incorporated by reference into this Agreement as of the date thereof to the same extent as if set forth herein. As set forth in the *Municipal Advisor Disclosure Statement*, PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In these roles, PMA generally provides fixed income brokerage services and public finance services to institutional clients, including financial advisory services and advice with respect to the investment of proceeds of municipal securities. PMA is affiliated with PMA Financial Network, LLC, a financial services provider, and PMA Asset Management, LLC, an investment adviser registered with the SEC (the "Advisory Affiliate"). These entities operate under common ownership with the Firm and are referred to in this disclosure as the "Affiliates." Each of these Affiliates also provides services to municipal entity clients. Unless otherwise stated, separate fees are charged for each of these products and services and referrals to its Affiliates result in an increase in revenue to the overall Affiliated companies.

PMA's duties, responsibilities, and fees arise from that as a municipal advisor to the Issuer in connection with the issuance of the Securities. PMA receives additional fees for the services used by the Issuer, if any, described in the paragraph above. The fees for these services arise from separate agreements with the Issuer and with institutions of which the Issuer may be a member.

Additional disclosures are required with the implementation of MSRB Rule G-42. PMA is required to provide the Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. By signing this Agreement, the Issuer acknowledges that PMA has provided the Issuer with the *Municipal Advisor Disclosure Statement*, which contains important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client's evaluation of us relevant to our provision of municipal advisory services. This disclosure document will also specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that PMA files with the SEC and a brief explanation regarding the materiality of the change or addition.

B. Scope of Liability. PMA, at all times, will act in good faith with respect to its Services under this Agreement. The Issuer agrees that PMA shall not be liable to the Issuer for any act or omission in connection with the performance of PMA's services hereunder, other than as a result of PMA's negligent acts

or omissions, reckless conduct, intentional misconduct, bad faith, violation of applicable law or material breach of any of the material terms of this Agreement. PMA will have no duty, responsibility or liability under this Agreement as to any services identified in Section I.D. of this Agreement, relating to the services included in the Limitations on Services section. PMA shall not be responsible for any loss incurred by reason of any act or omission of the Issuer, or any member of the working group for the Securities. No recourse may be had against PMA for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action or other proceeding brought by or received from the IRS in connection with the Securities or otherwise relating to the tax treatment of the Securities, or in connection with any opinion or certificate rendered by counsel or any other party.

It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which PMA may have under federal securities laws or under applicable state law.

SECTION VIII MISCELLANEOUS

A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state in which the Issuer is located without regard to conflict of law principles.

B. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and PMA, their respective successors and assigns; provided however, neither Party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.

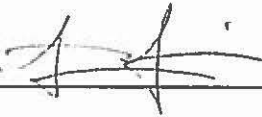
C. Prior Agreement or Documentation. Each Party acknowledges and agrees that the provisions of this Agreement modify and supersede any prior agreement or documentation with regards to the issuance of the Securities ("Prior Documentation"). The provision(s) set forth in this Agreement shall control in the event that any provision(s) of this Agreement conflict with any provision(s) contained in any Prior Documentation.

D. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed or acknowledged by each Party hereto. The form of this modification may include an email acknowledged by each Party. The Parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to the Agreement.

[The remainder of this page is intentionally left blank.]

PMA Securities, LLC

City of Genoa
DeKalb County, Illinois

By:  _____

By⁽¹⁾: _____

Andrew Kim
Director, Public Finance

Print Name

Title: _____

Date: _____

Date: _____

By: _____

James O. Davis
Chief Executive Officer

Date: _____

- (1) By signing this Agreement, as representative of the Issuer, the representative acknowledges that he or she has the ability to bind the Issuer by contract with PMA and that he or she is not a party to a disclosed conflict.

PMA Use Only:

Reviewed: _____ Date: _____

Revised 5/2020

**M
E
M
O**

To: Mayor / City Council

From: Richard Gentile *RG*
Director of Public Works

Date: June 12, 2020

Subject: Approve a new HVAC unit at 113 N Genoa Street

I am seeking a motion by the Mayor / City Council to approve DeKalb Mechanical's proposal to remove and install a new furnace and air condition unit at 113 N. Genoa Street, not exceed \$7,950.00.

We budgeted \$8,500.00 to replace the furnace and air condition unit for the building. This HVAC unit provides heat and air conditioning for the Chamber and Crown Exterior suites. The HVAC unit for the Barber Shop was replaced last year. Both HVAC equipment were about 26 years old.

We received three quotes, and DeKalb Mechanical had the lowest price to perform the work.

- DeKalb Mechanical - \$7,950.00
- Service Concepts - \$8,575.00
- Air Man - \$10,885.00



Note: The copper lines for the old AC unit are buried underneath the pavement. To reduce the cost, the new AC unit will be moved to the south and the new lines will be installed on the outside of the building. The lines will be covered and run up the corner of the building and along the top above the door light. At a later date, City Staff will paint the copper line shield.

If there are any questions, please feel free to contact me.