

Council Agenda _____	2
Council Minutes _____	5
Police Report _____	9
Street Report _____	11
Water Report _____	13
Finance Committee Agenda & Minutes _____	15
Public Works Committee Agenda & Minutes _____	17
Codes & Regulations Committee Agenda & Minutes _____	19
Community Development Committee Agenda & Minutes _____	22
Civil Service Commission Agenda _____	29
Public Hearing Agenda _____	30
Resolution - Northern Illinois Landbank with attachment _____	31
Resolution - IFiber Agreement with attachment _____	49
Resolution - Vigilant Agreement _____	63
Resolution - Authorizing the signing of an Addendum to the PSI Contract ____	79
Ordinance 2nd Reading - Restaurant Definition Amentment _____	83
Ordinance 2nd Reading - Sweepstakes Machines _____	85
Ordinance 2nd Reading - Sweepstakes machine Liquor License Restrictions .	87
Ordinance 1st Reading - 5902 E. Riverside Blvd. Car Wash _____	89
Ordinance 1st Reading - 6020 E. Riverside Blvd. Papa Johns _____	92

LOVES PARK CITY COUNCIL AGENDA–JANUARY 28, 2019- 6 P.M.
AT CITY HALL COUNCIL CHAMBERS, 100 HEART BLVD.,
LOVES PARK, 61111

- I. CALL TO ORDER**
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Alderman John Pruitt followed by the Pledge of Allegiance.**
- III. ROLL CALL**
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**
- V. COMMUNICATIONS, MAYOR’S REPORT AND ANNOUNCEMENTS**
- VI. APPROVE PAYMENT OF BILLS**
- VII. OFFICER’S REPORTS**
 - 1. Public Safety**
 - 2. Public Works**
- VIII. COMMITTEE REPORTS**
 - 1. Finance and Administration/Jacobson (Finance, Personnel, Buildings & Grounds, Purchasing, Recreation & Beautification)**
 - 2. Public Safety/Allton (Police, Fire, Public Safety & Health)**
 - 3. Public Works/Schlensker (Street, Water & Utilities)**
 - 4. Codes and Regulations/Peterson (Ordinances & Licenses)**
 - 5. Community Development/Frykman (Development, Planning, Zoning, Annexation, Building & Drainage)**
- IX. UNFINISHED BUSINESS**

Page Two.

Loves Park City Council Agenda

January 28, 2019

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing the Mayor to sign an Intergovernment Agreement to establish the Northern Illinois Landbank Authority.**
- 2. Resolution authorizing the Mayor to sign a Service Agreement with iFiber to provide high speed fiber computer connections to Loves Park City Hall and the Loves Park Police Department.**
- 3. Resolution authorizing the Police Chief to execute a Service Agreement with Vigilant Solutions, LLC for license plate recognition equipment and software.**
- 4. Resolution authorizing the Mayor to execute an addendum to the existing contract with Paramedic Services of Illinois to add 3 fire fighters and 6 paramedics.**

XII. ORDINANCES 2ND READING

- 1. Ordinance amending Chapter 6, Section 6-1, and Chapter 22, Section 22-46 of the Code of Ordinances (Definition of Restaurant).**
- 2. Ordinance amending the Loves Park Code of Ordinances to prohibit Electronic Sweepstakes Machines.**
- 3. Ordinance amending the Loves Park Code of Ordinances to add restrictions to Liquor License classes.**

Page Three.

Loves Park City Council Agenda

January 28, 2019

XIII. ORDINANCES 1ST READING

- 1. Ordinance authorizing a renewal of a Special Use Permit for a car and dog wash establishment at 5902 E. Riverside Blvd.**
- 2. Ordinance authorizing a Special Use Permit for a drive-thru window at 6020 E. Riverside Blvd.**

XIV. PUBLIC COMMENT

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT



CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, January 14, 2019

Loves Park City Hall

Mayor Gregory Jury called the meeting to order at 6:00 p.m.

Father Ryan Browning of St. Bridget Church opened the meeting with an invocation, followed by the Pledge of Allegiance led by St. Bridget School Student Council.

Present: Mayor Gregory Jury

Aldermen Nancy Warden, John Jacobson, Jim Puckett, Clint Little, John Pruitt, Charles Frykman, Mark Peterson, A. Marie Holmes, Rob Schlensker

Absent: Alderman Doug Allton, City Clerk Bob Burden

Also Present: Deputy City Clerk Sheila Mills
City Attorney Gino Galluzzo

1. Approve Minutes 01/07/18 The Journal of Proceedings for the regular meeting of January 7, 2018 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)
2. SEP/Dance Concert Request Received a Special Event Permit application from Victory Sports Complex to hold a dance concert on February 8, 2019 from 8:00 p.m. to 2:00 a.m. Referred to Alderman Peterson of the Codes and Regulations Committee.
3. SEP/Dance Concert Approved With Name Of Band Alderman Peterson of the Codes and Regulations Committee moved to approve a Special Event Permit application from Victory Sports Complex to hold a dance concert on February 8, 2019 from 8:00 p.m. to 2:00 a.m., on the condition that the city be provided the name of the band performing in advance of the concert. Second by Alderman Warden. Motion carried by voice vote.
4. Meeting Canceled Mayor Jury announced that the council meeting for next week has been canceled in observance of Martin Luther King Day and the next council meeting will be held Monday, January 28, 2019.
5. Catholic Schools Week Proclamation Mayor Jury and Alderman Peterson presented a proclamation to St. Bridget Student Council proclaiming January 27 through February 2, 2019 to be "Catholic Schools Week" in the City of Loves Park.
6. Hannah Hix President Hannah Hix, President of St. Bridget School Student Council, thanked city council for supporting the proclamation.
7. Student Council Members Mayor Jury announced the names of the other council members that were present. Maggie Schmidt – Vice President; Isabella Rodriguez – Commissioner of Religious Activity; and Nicole Riemer – Commissioner of Student Affairs.
8. No Shave November/ Mercyhealth Donation Police Chief Chuck Lynde and Deputy Chief Mike McCammond presented a check in the amount of \$3,763.00 to Jennifer Johns, Director of Mercyhealth Development Foundation from the proceeds of the Loves Park Police Department's No Shave November fundraiser, to be used at the Mercyhealth's rooftop healing garden.

9. Rooftop Healing Garden Jennifer Johns thanked the Loves Park Police Department for their efforts in raising funds for the Mercyhealth's rooftop healing garden.

10. Water Dept. Bills 01/07/19 Alderman Jacobson presented the Water Department bills dated January 7, 2019 in the amount of \$54,363.37, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)

11. General Fund Bills 01/07/19 Alderman Jacobson presented the General Fund and all other bills dated January 7, 2019 in the amount of \$584,437.28, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)

12. Water Dept. Bills 01/14/19 Alderman Jacobson presented the Water Department bills dated January 14, 2019 in the amount of \$13,751.97, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)

13. General Fund Bills 01/14/19 Alderman Jacobson presented the General Fund and all other bills dated January 14, 2019 in the amount of \$109,188.37, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)

14. Public Safety Report Alderman Schlensker presented the Police Department Reports for the weeks of December 29, 2018 and January 5, 2019, presented the Fire Department Report for December 2018, to be placed on file.

15. Public Works Report Alderman Schlensker presented the Water Department Report dated January 9, 2019; presented the Street Department Report dated January 14, 2019, to be placed on file.

16. Finance/Admin Committee Alderman Jacobson of the Finance and Administration Committee presented the minutes from the committee meeting held January 7, 2019, to be placed on file.

17. Public Safety Committee Alderman Schlensker of the Public Safety Committee presented the minutes from the committee meeting held September 4, 2018, to be placed on file.

18. Codes & Regulations Committee Alderman Peterson of the Codes and Regulations Committee announced that a committee meeting is scheduled for Monday, January 28, 2019, following city council. He also presented the minutes from the committee meeting held November 26, 2018, to be placed on file.

19. Community Development Committee Alderman Frykman of the Community Development Committee announced that a committee meeting will be held Monday, January 28, 2019 at 6:15 p.m. He also reminded everyone of the Zoning Board of Appeals meeting to be held Thursday, January 17, 2019 at 5:30 p.m.

20. Fire Department To Purchase Defibrillator Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that Chief Jerry Wiltfang of the Loves Park Fire Department be allowed to purchase from Zoll Medical Corporation, an X Series Manual Monitor/Defibrillator for use in the Loves Park Fire Dept. at a cost of \$32,388.48. Funds will be taken from the \$50,000.00 donation the Loves Park Fire Dept. has received and will be expended from Account No. 01-01-6650(Grants). Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)

RESOLUTION NO. 19-004

21. Ordinances First Reading Alderman Peterson presented for first reading Agenda Items 1-5 from Ordinances First Reading.
22. 1st Reading
Liquor License
For 1718 E.
Riverside Blvd. Alderman Peterson presented for first reading an ordinance approving the issuance of a Class R-1 Liquor License to BJ of Loves Park, Inc. d/b/a/ Teriyaki Express and Sushi at 1718 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton) Laid over
23. Suspend Rules Alderman Peterson moved to suspend any and all rules to bring the above ordinance in for second reading. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)
24. ORD 4245-19
Liquor License
For 1718 E.
Riverside Blvd. Alderman Peterson presented for second reading an ordinance approving the issuance of a Class R-1 Liquor License to BJ of Loves Park, Inc. d/b/a/ Teriyaki Express and Sushi at 1718 E. Riverside Blvd., and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)
ORDINANCE NO. 4245-19
25. 1st Reading
Liquor License
For 6480 E.
Riverside Blvd. Alderman Peterson presented for first reading an ordinance approving the issuance of a Class E Liquor License to MZ Group of Illinois Inc. d/b/a/ Phillips 66 Gas Station and Mini Market at 6480 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton) Laid over
26. Suspend Rules Alderman Peterson moved to suspend any and all rules to bring the above ordinance in for second reading. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)
27. ORD 4246-19
Liquor License
For 6480 E.
Riverside Blvd. Alderman Peterson presented for second reading an ordinance approving the issuance of a Class E Liquor License to MZ Group of Illinois Inc. d/b/a/ Phillips 66 Gas Station and Mini Market at 6480 E. Riverside Blvd., and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton)
ORDINANCE NO. 4246-19
28. 1st Reading
Amend Chapter
6, Section 6-1,
Chapter 22,
Section 22-46 Alderman Peterson presented for first reading an ordinance amending Chapter 6, Section 6-1, and Chapter 22, Section 22-46 of the Code of Ordinances (Definition of Restaurant), and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton) Laid over
29. 1st Reading
Prohibit
Electronic
Sweepstakes
Machines Alderman Peterson presented for first reading an ordinance amending the Loves Park Code of Ordinances to prohibit Electronic Sweepstakes Machines, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton) Laid over

30. 1st Reading
Amending By
Adding
Restrictions To
Liquor License
Classes Alderman Peterson presented for first reading an ordinance amending the Loves Park Code of Ordinances to add restrictions to Liquor License classes, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Allton) Laid over
31. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:24 p.m.

APPROVED:

Robert J. Burden, City Clerk

COMMITTEE MEETINGS:

Zoning Board of Appeals:	Thursday, January 17, 2019 5:30 p.m.
Codes & Regulations:	Monday, January 28, 2019 Following City Council
Community Development:	Monday, January 28, 2019 6:15 p.m.

STANDING COMMITTEE MEETINGS:

Finance and Administration:	Prior to Council Meeting 5:40 p.m.
Public Works:	Prior to Council Meeting 5:15 p.m.



LOVES PARK **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 01/28/2019

Subject: Police Activity Report

Police activity report for the week of 01/06/2019 through 01/12/2019

Calls for Service 479

Total Number of Arrests 203

Accidents 18

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE



LOVES PARK **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 01/28/2019

Subject: Police Activity Report

Police activity report for the week of 01/13/2019 through 01/19/2019

Calls for Service 580

Total Number of Arrests 388

Accidents 11

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE

**Department of Public Works
Street Department Weekly Activity Report**

Submitted by: Shannon Messinger
Street Department Manager

Week of January 14, 2019 thru January 21, 2019

Previous week's activity:

1. Continued working on trucks.
2. Continued picking up leaves.
3. Dumped and rinsed plow trucks.
4. Filled potholes.
5. Continued working in the shop.
6. Plowed snow.

Proposed work:

1. Continue working on trucks.
2. Dump and rinse trucks after snow storm.
3. Check and repair plow trucks.
4. We will be chipping the Christmas trees at Martin Park.
5. Fill potholes.

**Department of Public Works
Street Department Weekly Activity Report**

Submitted by: Shannon Messinger
Street Department Manager

Week of January 21, 2019 thru January 28, 2019

Previous week's activity:

1. Continued working on trucks.
2. Dumped and Rinsed trucks.
3. Repaired plows after snow event.
4. Chipped Christmas trees at Martin Park for the Park District.
5. Filled potholes.

Proposed work:

1. Repair trucks after weekend snow storm.
2. Dump and rinse trucks after snow storm.
3. Wash trucks.
4. Start trimming various tree locations hitting plow trucks.
5. Fill potholes.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **1/9/18-1/16/19**

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Back wash wells as needed
 - e. Read commercial and residential meters
2. Rebuilt spare vacuum pump for well #1 filter plant
3. Repaired filter bed level sensor at well #1 filter plant
4. Sampled wells 5&6 for well maintenance recommendations
5. Did shut offs for non-payment for water department

Work anticipated for this week:

1. Organize main garage for storage of meters and radios for meter upgrade program
2. Clean and organize all wells
3. Replace fuel tank straps on main break truck
4. Review Water GEMS model to finalize improvement recommendations

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: 1/16/19-1/23/19

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Back wash wells as needed
 - e. Read commercial and residential meters
2. Replaced fuel tank straps on main break truck
3. Reviewed Water GEMS model to finalize improvement recommendations
4. Cleaned HMO skid at well #5

Work anticipated for this week:

1. Organize main garage for storage of meters and radios for meter upgrade program
2. Clean and organize all wells
3. Assist street dept with snow removal
4. Repair chlorine roto meter at well #6

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
JANUARY 28, 2019 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD JANUARY 14, 2019**
- 4. ITEMS FOR CONSIDERATION**
 - A. Resolution authorizing the Police Chief to execute a service agreement with Vigilant Solutions LLC for license plate recognition equipment and software.**
 - B. Resolution authorizing the Mayor to sign an Intergovernmental Agreement to establish the Northern Illinois Landbank Authority.**
 - C. Resolution authorizing the Mayor to sign a services agreement with iFiber to provide high-speed fiber computer connections to Loves Park City Hall and the Loves Park Police Department.**
 - D. Resolution authorizing the Mayor to execute an addendum to the existing contract with Paramedic Services of Illinois to add 3 fire fighters and 6 paramedics.**
- 5. LIST OF BILLS**
- 6. GENERAL DISCUSSION/PUBLIC COMMENT**
- 7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: January 14, 2019

CALLED TO ORDER: 5:30 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Mark Peterson, Charles Frykman, John Pruitt

ALSO PRESENT: Mayor Jury, A. Marie Holmes, Steve Thompson, Attorney Galluzzo,
Robert Schlensker, Nancy Warden, Jim Puckett, Clint Little, Chief Wiltfang,
Chief Lynde

MINUTES APPROVAL: January 7, 2019

Alderman Peterson moved to approve minutes. Second by Alderman Frykman.
Motion carried. 4 Ayes – 0 Nays

ITEMS FOR CONSIDERATION

1. Presentation of the City of Loves Park's Audit FY 2018 by Carol Jackowski, CPA of Beggin Tipp Lamm LLC.
2. Resolution authorizing the Loves Park Fire Department to purchase an X Series Manual Monitor/Defibrillator for use in the department.

Alderman Peterson moved to approve. Second by Alderman Frykman.
Motion carried. 4 Ayes – 0 Nays

3. List of Bills: No questions or concerns.
4. Adjournment.

Alderman Peterson moved for adjournment. Second by Alderman Frykman
Motion carried. 4 Ayes – 0 Nays

Adjournment: 5:48 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
January 28, 2019
5:15 P.M.
City Council Chambers**

I. Approval of Minutes

A. Approval of Minutes from the November 12, 2018 meeting.

II. Project Updates:

A. No report

III. Reports from Director:

A. Consideration of waiver of residential garbage collection at 302 Pearl Avenue

IV. Resolutions & Ordinances

A. None

V. General Discussion/Public Comment

VI. Adjourn

PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: November 12, 2018

CALLED TO ORDER: 5:15 P.M.

MEMBERS PRESENT: Ald. Pruitt and Ald. Schlensker

MEMBERS ABSENT: Ald. Holmes, Ald. Jacobson

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Puckett, Ald. Frykman, Ald. Allton, Ald. Warden, Ald. Paterson and Attorney Galluzzo

APPROVAL OF MINUTES: October 29, 2018
Motion carried 4 ayes – 0 nays

MATTERS PROPOSED, DISCUSSED OR DECIDED AND RECORD OF VOTES TAKEN:

1. A resolution was discussed or decided authorizing the Street Department Manager to hire Medrano's for snow removal for City properties in the 2018-2019 winter season
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:21 p.m.; seconded by Alderman Pruitt
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

RESPECTFULLY SUBMITTED, ROB SCHLENSKER CHAIRMAN OF THE PUBLIC WORKS COMMITTEE

**CITY OF LOVES
PARK AGENDA
CODES & REGULATIONS
COMMITTEE January 28th,
2019 6:15 P.M. CONFERENCE
ROOM B**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD January 7th, 2019.**
4. **ITEMS FOR CONSIDERATION**
 - A. "Class F" liquor license request by B and B Gaming Inc. d.b.a. Penny Lane Gaming, located at 1521 East Riverside Boulevard.
5. **PUBLIC COMMENT**
6. **GENERAL DISCUSSION**
7. **ADJOURN**

City of Loves Park Codes & Regulations Committee January 7, 2019 Minutes

- I. Call to Order – the meeting was called to order by Alderman Peterson, Chairman at 6:20 PM.

Committee Members Present – Alderman Little, Alderman Warden, Alderman Puckett. Also in Attendance – Nathan Bruck, Gino Galluzzo, James Backstrom, Bial Zheng, Mohammad Zaidan, Sam Shatat

- II. The minutes of the November 26, 2018 meeting were approved upon a motion by Alderman Little, seconded by Alderman Warden. Vote 4 – 0 to approve.

III. Items For Consideration

- A. Request for a Class R-1 Liquor License for BJ of Loves Park Inc. dba Teriyaki Express and Sushi located at 1718 E. Riverside Blvd.

Motion to approve by Alderman Little. Second by Alderman Warden. Vote 4 – 0 to approve.

- B. Request for a Class F Liquor License from B & B Gaming Inc. dba Penny Lane Gaming located at 1521 E. Riverside Blvd.

Since the petitioner was not present, motion to table by Alderman Warden. Second by Alderman Little. Vote 4 – 0 to table.

- C. Request for a Class E Liquor License from MZ Group of Illinois Inc. dba Phillips 66 Gas Station and Mini Market located at 6480 E. Riverside Blvd.

Motion to approve by Alderman Warden. Second by Alderman Little. Vote 4 – 0 to approve.

- D. Proposed amendment of the definition for “Restaurant”.

The Committee agreed with the proposed new definition and directed it be incorporated into Loves Park Ordinances.

- E. Proposed amendment to define and ban the furnishings and use of “Sweepstakes Machines”.

The Committee agreed and directed an Ordinance be created to prohibit sweepstakes machines in Loves Park.

IV. General Discussion – None.

V. Public Comment – None

VI. Adjournment – the meeting was adjourned at 6:54 PM upon motions by Alderman Little and Alderman Warden. Vote 4 – 0 in favor.

Respectfully submitted by:
Mark Peterson
Committee Chairman



CITY OF LOVES PARK

Department of Community Development

100 HEART BOULEVARD
LOVES PARK, ILLINOIS 61111
815- 654-5033 • Fax: 815-654-5004

Planning • Zoning • Building • Economic Development

City of Loves Park
Community Development Committee
January 28, 2019
CITY COUNCIL CHAMBERS
6:15 P.M.
100 Heart Boulevard, Loves Park, Illinois 61111
Agenda

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **January 7, 2019** meeting
3. Report from the Zoning Office - None
4. Unfinished business
5. New business –

- A. 6200 FOREST HILLS ROAD & 6202 FOREST HILLS ROAD – A Special Use**
Permit to allow a banquet facility and café in the IL (Light Industrial) Zoning District.

Staff Recommendation: Approval with conditions

Conditions:

1. The Special Use Permit expires with the change in property ownership of 6202 Forest Hills Road, and/or 6200 Forest Hills Road. The special use expires with the discontinuance of the banquet/café business, or change in business ownership at 6202 Forest Hills Road, and/or 6200 Forest Hills Road.
2. The landscape requirements at 6202 Forest Hills Road shall be completed on or before May 31, 2019.
3. The dumpster enclosure shall be installed at 6202 Forest Hills Road on or before May 31, 2019.
4. The parking lot area, at 6202 Forest Hills Road, shall be striped and curbed on or before May 31, 2019. The parking lot area at 6200 Forest Hills Road shall be striped on or before May 31, 2019.
5. The sidewalk connecting 6202 Forest Hills Road and 6200 Forest Hills Road shall be installed on or before May 31, 2019.
6. There shall be no outside storage of materials at 6200 Forest Hills Road or 6202 Forest Hills Road. All materials related to either property shall be stored behind a site obscuring fence.
7. No outside storage of personal vehicles, recreational vehicles, trailers, rv's, water craft, or mobile homes shall be permitted for 6200 Forest Hills Road or

6202 Forest Hills Road.

8. The special use permit shall expire after 1 year.
9. The site plan, as approved by the Zoning Board of Appeals, shall be tied to the approval of the special use.

ZBA Recommendation: Approval with conditions

Conditions:

1. The Special Use Permit expires with the change in property ownership of 6202 Forest Hills Road, and/or 6200 Forest Hills Road. The special use expires with the discontinuance of the banquet/café business, or change in business ownership at 6202 Forest Hills Road, and/or 6200 Forest Hills Road.
2. The landscape requirements at 6202 Forest Hills Road shall be completed on or before May 31, 2019.
3. The dumpster enclosure shall be installed at 6202 Forest Hills Road on or before May 31, 2019.
4. The parking lot area, at 6202 Forest Hills Road, shall be striped and curbed on or before May 31, 2019. The parking lot area at 6200 Forest Hills Road shall be striped on or before May 31, 2019.
5. The sidewalk connecting 6202 Forest Hills Road and 6200 Forest Hills Road shall be installed on or before May 31, 2019.
6. There shall be no outside storage of materials at 6200 Forest Hills Road or 6202 Forest Hills Road. All materials related to either property shall be stored behind a site obscuring fence.
7. No outside storage of personal vehicles, recreational vehicles, trailers, rv's, water craft, or mobile homes shall be permitted for 6200 Forest Hills Road or 6202 Forest Hills Road.
8. The special use permit shall expire after 1 year.
9. The site plan, as approved by the Zoning Board of Appeals, shall be tied to the approval of the special use.
10. Limited hours for banquet or events will cease by 11 p.m. Sunday through Thursday, and by 12 midnight Friday through Saturday.

B. TEXT AMENDMENT – CHAPTER 102, DIVISION 2, RESIDENTIAL

Staff Recommendation – Approval

Zba Recommendation - Approval

C. TEXT AMENDMENT – CHAPTER 102, DIVISION 3, COMMERCIAL

Staff Recommendation – Approval

Zba Recommendation - Approval

D. TEXT AMENDMENT – CHAPTER 102, EAST RIVERSIDE/I-90 OVERLAY

Staff Recommendation – Approval

Zba Recommendation - Approval

6. Public participation & comment
7. General discussion
8. Adjournment

Andrew Quintanilla
Zoning Officer

Community Development Committee Meeting Minutes

January 7, 2019

Called to Order At: 6:22 p.m.

Members Present: Ald. Frykman, Ald. Holmes and Ald. Allton

Staff Present: Steve Thompson, Andrew Quintanilla

Others Present

Approval of Minutes: November 26, 2018

Motion Ald. Holmes 2nd Ald. Allton Vote to approve 3 yays-0 nay

Unfinished business:

- A. 6020 E. Riverside Boulevard-A Special Use Permit to allow a drive-thru window for a carryout fast food establishment.

Petitioner: Tom Baudhuin
No Objectors Present

Motion to Approve by Ald. Holmes, 2nd by Ald. Allton
Approval with ZBA Conditions
No Additional Conditions
Vote: Approved 3 ayes-0 nays

Items for Consideration:

- A. 5902 E. Riverside Boulevard-A Special Use Permit renewal to allow a car and dog wash establishment in the CR Zoning District

Petitioner was not present
No Objectors Present

Motion to Approve by Ald. Holmes, 2nd by Ald. Allton
Approval with ZBA Conditions
No Additional Conditions
Vote: Approved 3 ayes-0 nays

- B. Approval of the 2019 Zoning Board of Appeals and the Community Development Committee Schedule.

Presentation by: Andrew Quintanilla

Motion to Approve by Ald. Holmes, 2nd by Ald. Allton
Vote: Approved 3 ayes-0 nays

Public Participation and Comment: None

General Discussion: None

Adjournment at 6:41 p.m. on a motion by Ald. Allton, 2nd by Ald. Holmes

Respectfully submitted by: Ald. Chuck Frykman Chairman of the Community Development Committee

Recommended Findings of Fact of City Staff based on the information provided by the applicant

Findings as Required by Loves Park Ordinance - Each enumerated finding must be met before a petition for a special use may be approved.

Mark "Yes," if the findings have been considered and found to be relevant and true. Mark "No," if the findings have been considered and found to be not true. If you mark "No," please explain why in the space provided below each finding. Mark "N/A," if the findings are not applicable to the situation.

Location: 6202 Forest Hills Road and 6200 Forest Hills Road

Staff ZBA

- 1 YES Yes The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The use is not likely to have an adverse affect on the public. The property was used for residential living, as well as, served retail uses, and as a dance studio for teaching. The varied uses have been functioning at this location for over 20 years with little to no incidence. The area will likely see increased traffic to this property, however, the area is highly traveled already. The use will bring business to the City, and utilize a structure that is desperately in need of repair.

Reason: *Agree. Proximate residential areas discussed.*

- 2 YES Yes The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, not substantially diminish and impair property values within the neighborhood.

The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The new property owner will be spending money to install a new parking lot, with landscaping, which will improve the property and positively impact the property's value. It will likely increase values to the adjacent property's and maybe even the zoning district as a whole. The owner will be making building improvements to the building bringing it up to code for the use. All of the improvements are positive for this property. The landscaping that is required should improve the area by softening up the view from the street.

Reason: *Previous activity at the property included assembly*

- 3 YES Yes The establishment of the special use will not impede the normal orderly development and improvement of the surrounding property for uses permitted in the district.

The establishment of the special use will not impede the normal orderly development and improvement of the surrounding property for uses permitted in the district. The development in this area has not changed a whole lot. There has been minor light industrial use additions to the area, and this development will likely enhance the area. It may spur other development in the zoning district, which is needed.

Reason:

- 4 YES Adequate utilities, access roads, drainage and/or necessary facilities have been, are being, or will be provided.

Adequate utilities, access roads, drainage and/or necessary facilities have been, are being, or will

be provided. The improvements that will be taking place to the parking area will meet all City standards for those types of improvements. The building will be brought up to code for the uses as well.

Reason:

Agreed & discussed.

- 5 YES Yes. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.

Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets. The development of the parking area has been do so to minimize congestion for the property, as well as, for ingress/egress.

Reason:

Agreed & discussed.

- 6 YES Yes. The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located. The zoning officer shall forward the board of appeal's decision and records to the city council within ten days after action or within 45 days from the date of the public hearing if no action has been taken by the board of appeals.

These findings are based on staff interpretation of the required findings necessary for approval of a Special Use Permit. The Zoning Board of Appeals must indicate whether or not all the findings have been considered to substantiate the approval of a special use.

These findings have been adopted as the official Findings of Fact for the City of Loves Park, Zoning Board of appeals agenda item: 6202 Forest Hills Road and 6200 Forest Hills Road
Banquet facility and café establishment

Chairman

Alise Howlett

Alise Howlett
Signature

01.17.19
Date



CITY OF LOVES PARK

100 HEART BOULEVARD
LOVES PARK, ILLINOIS 61111
815-654-5030 • Fax: 815-633-2359

Gregory R. Jury, *Mayor* • Robert J. Burden, *City Clerk* • John C. Danielson, *City Treasurer*

CIVIL SERVICE COMMISSION OF THE CITY OF LOVES PARK

AGENDA

City Hall
100 Heart Boulevard, Loves Park, IL 61111

January 29, 2019 at 6:00 p.m.

1. Commission scheduled oral interviews* for Public Works Department Bookkeeping Position
2. Public Works Department Bookkeeping Clerk Position – Voluntary Withdrawal by Candidate and Disqualification of Candidate for Failure to Participate in Unsourced Interview

* Items indicated as “closed session” may be conducted in closed session pursuant to Section 2(c)(1) of the Open Meetings Act, 5 ILCS 120/2(c)(1) or other applicable provisions of the Act.

LOVES PARK CITY COUNCIL PUBLIC HEARING AGENDA

January 28, 2019, 5:45 P.M.

Loves Park City Hall City Council Chambers
100 Heart Boulevard, Loves Park, IL 61111

1. Continuation of the Public Hearing regarding the formation of Special Service Area Number 6 (Interstate Boulevard Maintenance SSA).

City of Loves Park

Finance and Administration

By Alderman Jacobson

Resolution No.

Date: January 28, 2019

Department: Community Development

Resolved by the adoption of this resolution, Mayor Gregory Jury is authorized to sign a Intergovernmental Agreement to establish the Northern Illinois Landbank Authority. Attached to this resolution is a copy of the Intergovernmental Agreement.

Gregory Jury – Mayor

Ald. John Jacobson - Chairman

Ald. Mark Peterson – Vice Chairman

Ald. Charles Frykman

Attest: Robert J. Burden, City Clerk

Ald. John Pruitt

Motion:

Second:

Voting:

INTERGOVERNMENTAL AGREEMENT AND BY-LAWS

AN AGREEMENT TO ESTABLISH THE NORTHERN ILLINOIS LAND BANK AUTHORITY

This Intergovernmental Contract and By-Laws Agreement is entered this the _____ day of _____, 20__ by and among the undersigned units of local government (each a “Member”) for the purpose of creating and establishing an intergovernmental entity to administer and operate a land bank in member communities (“Region”). The land bank will be a separate entity whose purpose will be to administer and carry out the objectives of this Agreement, in accordance with the terms of this Agreement, as written or amended in accordance with its terms. This Agreement is made pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 (the “Constitution”) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) (the “Act”) and has been authorized by the corporate authorities of each Member.

WHEREAS, in recent years a substantial number of properties in the Region have become vacant, dilapidated, and non-revenue generating; and

WHEREAS, these properties contain numerous violations of health and safety ordinances, contribute to the blight and deterioration within the Region, and impose a significant economic burden upon municipalities within the Region; and

WHEREAS, there exists within the Region the need for (i) the creation of safe, decent housing for existing and future residents, (ii) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues, (iii) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, water retention and other public purposes; and

WHEREAS, the Members desire to enter into this cooperation agreement to create an intergovernmental entity as a land banking authority in order to address most efficiently and effectively these needs within the Region; and

WHEREAS, the Members agree that the establishment of such an authority would be beneficial to the people and local governments within the Region; and

WHEREAS, for administrative purposes, the Region 1 Planning Council shall be the Land Bank fiscal agent; and

NOW, THEREFORE, the Members agree to the following terms in accordance with the authority set forth in the Illinois Constitution and laws of the State of Illinois:

ARTICLE I

AUTHORITY

Section 1.01. Authority. This Agreement is entered into pursuant to the authority set forth in Article VII, Section 10 of the Illinois Constitution and the laws of the State of Illinois set forth in 5 ILCS 220/1 *et seq.*, and the authority granted to governments by Constitutional and statutory powers.

ARTICLE II

PURPOSE

Section 2.01. Purpose. Pursuant to and in accordance with this Agreement, the Members shall jointly form and operate a land banking authority, named Northern Illinois Land Bank Authority (the “Land Bank”), to foster the public purpose of combating community deterioration by returning property to productive use in order to provide open space, housing, industry, and employment for citizens within the Region.

Section 2.02. Duties. In carrying out its purpose, the Land Bank shall, in accordance with applicable laws, codes, policies and procedures approved by the Land Bank Board and otherwise without limitation, acquire, manage and dispose of certain real and personal property and perform other functions, services, and responsibilities as may be assigned to the Land Bank by its Members.

ARTICLE III

CREATION OF THE LAND BANK

Section 3.01. Creation and Legal Status of the Land Bank. The Members agree to cause the creation of the Land Bank as an intergovernmental entity to implement the functions, services, and responsibilities contemplated by this Agreement.

Section 3.02. Title to Land Bank Assets. Except as otherwise provided in this Agreement, the Land Bank shall have exclusive title to all real property transferred to, purchased by, or otherwise acquired by the Land Bank. No Member shall have an ownership interest in any real or personal property held in the Land Bank’s name.

Section 3.03. Compliance with Law. The Land Bank shall comply with all applicable federal and State laws, rules, regulations, and orders.

Section 3.04. Relationship of Members. The Members agree that no Member shall be responsible or liable, in whole or in part, for the acts of the Land Bank, or the employees, agents, and servants of the Land Bank, or any other Member acting separately or in conjunction with the implementation of this Agreement. The Members shall only be bound and obligated under this Agreement as expressly agreed to by each Member. No Members may obligate any other Member. No member shall be obligated or liable for any debt, obligation, or liability of the Land Bank.

Section 3.05. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any person or entity other than a Member any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Member's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV **POWERS OF THE LAND BANK**

Section 4.01. Powers of the Land Bank. The Members hereby confer upon the Land Bank, to the full extent of the Member's constitutional and statutory authority, the authority to do all things necessary or convenient to implement the purposes, objectives, and provisions of this Agreement, and take all related actions. Among other powers, the Land Bank shall exercise and enjoy the authority of its home rule Members to:

- (a) Purchase, accept or otherwise acquire real and personal property from any entity, including, but not limited to, other governmental units and private third parties;
- (b) Hold real and personal in its name of the Land Bank for the purposes set forth herein;
- (c) Sell real and personal property held by the Land Bank to any entity, including, but not limited to, other governmental units and private third parties;
- (d) Hold property exempt from real estate taxes pursuant to the Property Tax Code, 35 ILCS 200/1-1 *et. seq.*;
- (e) Extinguish past due tax liens to the extent permitted by Illinois law, including but not limited to exercise of authority provided in 35 ILCS 200/21-95;
- (e) Exercise the statutory authority of its Members to take removal action, lien property, foreclose on liens, and petition a Circuit Court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual Member;
- (f) Sue and be sued in its own name, including, defending the actions of the Land Bank;
- (g) Borrow money and issue notes through the Land Bank, and secure debt by mortgaging Land Bank property;
- (h) Enter into contracts and other instruments in any capacity, necessary, incidental, or convenient to the performance of the Land Bank's duties and the exercise of its powers, including, but not limited to, agreements with Members or other local governments regarding the disposition of Land Bank properties located within their respective municipal boundaries;
- (i) Solicit and accept gifts, grants, labor, loans, and other aid from any person or entity, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;

- (j) Procure insurance or another method to reduce loss in connection with the property, assets, or activities of the Land Bank;
- (k) Invest money of the Land Bank, in instruments, obligations, securities, or property which are permitted investments of a unit of local government;
- (l) Employ and terminate employment of any legal and technical consultants, other officers, agents, or employees, to be paid from the funds of the Land Bank. The Land Bank shall determine the qualifications, duties, and compensation of those it employs. The Board of Trustees of the Land Bank may delegate to one or more, officers, agents, or employees any powers or duties it considers proper;
- (m) Contract for goods and services and engage personnel as necessary, to be paid from the funds of the Land Bank;
- (n) Study, develop, and prepare any reports or plans the Land Bank considers necessary to assist it in the exercise of its powers under this Agreement and to monitor and evaluate the progress of the Land Bank under this Agreement;
- (o) Enter into contracts for the demolition of, the maintenance, management, and improvement of, the collection of rent from, or the sale of real property held by the Land Bank;
- (p) Acquire properties, without a cash bid, from the County Trustee for Taxing Districts, through the entity appointed as Tax Agent pursuant to 35 ILCS 200/21-90,
- (q) Exercise authority held by county Members pursuant to 35 ILCS 200/21-90, in concert with any Tax Agent that has been retained by the county Member to act on its behalf pursuant to 35 ILCS 200/21-90;
- (r) Collect a membership and/or a transaction fee from Member, and;
- (s) Do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

Section 4.02. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities.

Section 4.03. Non-Discrimination. The Land Bank shall comply with all applicable laws prohibiting discrimination. The Land Bank shall not fail or refuse to hire, recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to

perform the duties of a particular job or position. The Land Bank shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to receive services from the Land Bank.

ARTICLE V

BOARD OF TRUSTEES

Section 5.01. Land Bank Board Composition. The Land Bank shall be governed by the Board of Trustees (the “Board”), which shall be appointed as follows:

As a Member, Winnebago County’s Board Chairman shall appoint by resolution of its governing body one (1) representative to serve for a three-year term as Trustee of the Land Bank.

As a Member, Boone County’s Board Chairman shall appoint by resolution of its governing body one (1) representative to serve for a three-year term as Trustee of the Land Bank.

As a Member, the City of Rockford’s Mayor shall appoint by resolution of its governing body one (1) representatives to serve for a three-year term as Trustee of the Land Bank.

As a Member, the City of Belvidere’s Mayor shall appoint by resolution of its governing body one (1) representatives to serve for a three-year term as Trustee of the Land Bank.

As the host organization of the Land Bank, the Region 1 Planning Council’s Executive Director shall serve as the Presiding Officer of the Land Bank. The representative appointed by Region 1 Planning Council shall not have a voting interest on the Board.

All other local government Members (“Additional Member”) shall each appoint, by resolution of their governing bodies, one (1) representative to serve for a three-year term as a Trustee of the Land Bank. If a local government Member has a population of less than 6,000, the appointed Trustee shall be an ex-officio member. Ex-officio members shall not have a vote during Board of Trustee meetings. Refer to Section 11.02 for admittance procedures for Additional Members.

All Trustees serve until a successor is appointed. All Trustees shall have equal voting rights, with the exception of the Region 1 Planning Council Executive Director and any ex-officio member. The Presiding Officer and the Ex-Officio Members shall not have a vote. A Trustee may assign his/her voting powers to a proxy for one or more meetings. The temporary proxy assignment must be in written form, identify the duration of the assignment, contain an original signature of the Trustee, and be

presented to the Presiding Officer of the Land Bank's Board of Trustees prior to the effective date of the assignment.

Section 5.02. Removal. A Trustee of the Land Bank Board appointed under Section 5.01 may be removed for any reason deemed in the best in interests of the Land Bank by action of the Board of Trustees.

Section 5.03. Vacancies. Any vacancy among the Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

Section 5.04. Duties of Officers.

- (a) Presiding Officer. The Presiding Officer shall be the principal executive officer of the Land Bank and shall preside at all meetings of the Board of Trustees. Subject to any policies adopted by the Board of Trustees, the Presiding Officer shall have the right to supervise and direct the management and operation of the Land Bank and to make all decisions as to policy and operations which may arise between meetings of the Board of Trustees. Unless otherwise provided by the Board, the officers and employees shall be under the Presiding Officer's supervision and control. The Presiding Officer shall give, or cause to be given, notice of all meetings of the Board of Trustees. The Presiding Officer's duties shall include execution of all deeds, leases, contracts and other documents that arise in the normal course of business for the Land Bank, subject to limits and direction provided by the Board. The Presiding Officer shall perform such other duties and have such other authority and powers as the Board of Trustees may from time to time prescribe.

The Presiding Officer shall be responsible for the administrative functions of the Land Bank including record keeping, correspondence, document maintenance, website, general information dissemination to the public, other supportive services to the Land Bank member agencies, and the financial record keeping in coordination with the Region Planning Council staff. The Presiding Officer, or designee, shall schedule meetings, prepare agendas, issue notices, prepare minutes and generally ensure that all meetings are conducted in accordance with the Illinois Open Meetings Act.

- (b) Treasurer. The Treasurer shall be responsible for all of the following tasks:

1. The Treasurer shall be elected from the pool of Trustees, by a majority vote of the Board of Trustees, to serve a two-year term.
2. The Treasurer shall be responsible financial oversight of the Land Bank. The Treasurer shall ensure the Land Bank has the custody of the Land Bank funds and securities and shall ensure that the Land Bank keeps full and accurate accounts of receipts and disbursements of the Land Bank, and shall ensure that all the deposit of monies and other valuables are in the name and to the

credit of the Land Bank into depositories designated by the Region 1 Planning Council.

3. The Treasurer shall ensure the disbursement of funds of the Land Bank as ordered by the Board of Trustees, and that financial statements are prepared each month or at such other intervals as the Board of Trustees shall direct.
4. The Treasurer shall be under the supervision of the Presiding Officer. The Treasurer shall perform such other duties and have such other authority and powers as the Board of Trustees may from time to time prescribe or as the Presiding Officer may from time to time delegate.

Section 5.05. Meetings. The Land Bank Board shall meet at least quarterly. The place, date, and time of the Land Bank Board's meetings shall be determined at the discretion of the Land Bank Board in accordance with all applicable Illinois laws. The Land Bank Board may meet at any time and at any frequency that is consistent with Illinois law. Meetings may be called by the Presiding Officer or any two voting members of the Land Bank Board. To the extent it applies, meetings shall be held in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("Open Meetings Act").

Section 5.06. Quorum and Voting. A quorum shall be necessary for the transaction of any business by the Land Bank Board. A majority of the voting members of the Land Bank Board shall constitute a quorum for the transaction of business. Except as otherwise provided in this Agreement, the Land Bank Board shall only act: 1) in meetings attended by a quorum of the Board; and 2) by a majority vote of all Trustees present. The Board can permit electronic or remote attendance in accordance with the Open Meetings Act.

Section 5.07. Records of Meetings. Minutes shall be transcribed for all meetings, approved by the Land Bank Board, and maintained by the Land Bank.

Section 5.08. Fiduciary Duty. The members of the Land Bank Board have a fiduciary duty to conduct the activities and affairs of the Land Bank in the Land Bank's best interests. The members of the Land Bank Board shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

Section 5.09. Compensation. The members of the Land Bank Board shall receive no compensation for the performance of their duties. The Land Bank may reimburse members of the Land Bank Board for actual and necessary expenses incurred in the discharge of their official duties.

Section 5.10. Conflict of Interest. No member of the Land Bank Board shall vote on any matter in which such Trustee or any parent, spouse, child, partner, employer, client or similar business or personal relationship or entity has an interest in any property or business that would be affected by such action. Trustees shall annually disclose all known conflicts of interest. In the event that a Trustee abstains from a specific vote due to a conflict of interest, the conflict shall be identified in the Board's meeting minutes.

ARTICLE VI

POWERS AND DUTIES OF THE REGION 1 PLANNING COUNCIL

The Region 1 Planning Council (RPC) shall supervise and coordinate the activities of the Land Bank and coordinate fiscal affairs of the Land Bank.

The RPC Executive Director shall be the Presiding Officer of the Land Bank and have the responsibility to direct the work of RPC staff for Land Bank activities. The Land Bank will rely on RPC staff for operations and overhead. RPC is expected to bill the Land Bank for employee (including Land Bank Director) costs related to operations, residual overhead, facility use, and other related costs.

The Region 1 Planning Council shall serve as the fiscal, operational and administrative agent and be responsible including but not limited to coordination of human resources, payroll, finance, benefits, IMRF and legal services as well as adjunct services of the Land Bank, including record keeping, correspondence, local funding disbursement and management, document maintenance, general information dissemination to the public, auditing, financial reporting and other supportive services.

ARTICLE VII

PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION

Section 7.01. Acquisition of Property. Except as otherwise provided in this Agreement, the Land Bank may exercise the powers of its Members, including but not limited to its home rule Members, to acquire by gift, devise, transfer, exchange, foreclosure, purchase, or any other means real or personal property or rights or interests in real or personal property on terms and conditions and in a manner the Land Bank considers proper or necessary to carry out the purposes of this Agreement. Unless otherwise indicated by the Board, the Land Bank will exercise the authority of its home rule Members to acquire, hold, and dispose of real property. Real property acquired by the Land Bank by purchase may be made by purchase contract, lease purchase agreement, installment sales contract, land contract, donative transfer, grant, or otherwise. Home rule Members transfer and jointly exercise its authority to acquire and own real property outside of its corporate boundaries for the Land Bank, as directed by the Land Bank Board of Trustees pursuant to this Agreement.

Section 7.02. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the Land Bank, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the Northern Illinois Land Bank Authority in accordance with policies and procedures that are approved by the Land Bank Board.

Section 7.03. Holding and Managing Property. The Land Bank may exercise the authority of its home rule Members to hold and own in the Land Bank's name any property acquired by the Land Bank or otherwise transferred or conveyed to the Land Bank by a government unit, an intergovernmental entity, or any other public or private person or entity. Exercising the home

rule authority of its Members, the Land Bank may control, hold, manage, maintain, operate, repair, lease, convey, demolish, relocate, rehabilitate, or take all other actions necessary to preserve the value of the property it holds or owns.

Section 7.04. Transfer of Interests in Property. The Land Bank may exercise the authority of its home rule Members to convey, sell, transfer, exchange, lease, or otherwise dispose of property or rights or interests in property in which the Land Bank holds a legal interest to any public or private person or entity for any amount of consideration the Land Bank considers appropriate and consistent with the policies and procedures approved by the Board of Trustees.

Section 7.05. Trustee Approval and Veto Authority. Notwithstanding any other provision herein, the Land Bank may not acquire or sell any property within the corporate limits of a Member jurisdiction without the prior consent, in writing, from the Trustee representing that Member jurisdiction.

ARTICLE VIII

BORROWING, CHECKS, DEPOSITS AND FUNDS

Section 8.01. Bonding and Borrowing. Any borrowing of money or notes by the Land Bank shall be approved by the Board of Trustees.

Section 8.02. Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Land Bank shall be signed by such officer or officers, agent or agents, of the Land Bank and in such other manner as may from time to time be determined by resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Region 1 Planning Council Executive Director and countersigned by the Treasurer of the Land Bank. The Board of Trustees shall require all individuals who handle funds of the Land Bank to qualify for a security bond to be obtained by the Land Bank, at the expense of the Land Bank, in an amount not less than \$100,000.00.

Section 8.03. Deposits. All funds of the Land Bank shall be deposited from time to time to the credit of the Land Bank in such banks, trust companies or other depositories as the Region 1 Planning Council, as fiscal agent, may direct.

Section 8.04. Gifts. The Land Bank may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Land Bank on terms and conditions and in a manner the Board of Trustees considers appropriate.

ARTICLE IX

BOOKS, RECORDS, AND FINANCES

Section 9.01. Land Bank Records. The Land Bank shall keep and maintain at its principal office, all documents and records of the Land Bank, which shall be available to the Members

upon request. The records shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 9.02. Annual Reports. Not less than annually, the Land Bank shall file with the Members a report detailing the activities of the Land Bank, the total income and expenses of the Land Bank, an inventory of real property held by the Land Bank, and a list of employees of the Land Bank. The Land Bank shall provide any additional information as may be reasonably requested by the Members.

Section 9.03. Freedom of Information Act. To the extent that the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*, applies to the Land Bank, the Secretary shall be the designated FOIA officer for all requests.

Section 9.04. Establishment of Budget and Annual Contribution. The Land Bank Board shall establish the Land Bank's budget annually and submit this budget to the Members for each Fiscal Year. The Budget may be amended by action of the Board. The Budget may provide for requested annual contributions, if any, from the Members, as approved by the Board.

Section 9.05. Financing. The Members may, but shall not be obligated to, grant or loan funds to the Land Bank for operations of the Land Bank. The Members may, but shall not be obligated to, enter into separate agreements with the Region 1 Planning Council for the performance of services, functions and responsibilities related to project or operations of the Land Bank.

Section 9.06. Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Region 1 Planning Council, as fiscal agent.

Section 9.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Land Bank Board.

Section 9.08. Financial Statements and Reports. As the fiscal agent, the RPC shall include the Land Bank as a part of the annual audit of the Region 1 Planning Council. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 9.09. Fiscal Year. The fiscal year of the Land Bank shall begin on July 1 of each year and end on the following June 30.

ARTICLE X

INDEMNITY AND INSURANCE

Section 10.01. General. Notwithstanding any provision in this Agreement to the contrary, individuals who serve as Trustees, officers, employees and agents shall have all rights of indemnification and defense provided under law.

Section 10.02. Third Party Actions. The Land Bank shall hold harmless, defend and indemnify any person or Member, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative (other than an action by or in the right of the Land Bank) by reason of the fact that he, she or it is or was a Trustee, officer, member, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Trustee, officer, employee, or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Land Bank.

Section 10.03. Insurance. As the Land Bank's fiscal agent, the RPC shall purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Trustee, officer, employee or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.

Section 10.04. No Waiver of Governmental Immunity. The Members agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Member of any governmental immunity provided under any applicable law.

ARTICLE XI

COMMENCEMENT ADDITIONAL MEMBERS AND WITHDRAWALS

Section 11.01. Commencement. The Land Bank shall commence its existence as an intergovernmental entity when two (2) or more of the Members, whose names are set forth on Exhibit "A," attached to and made a part of this Agreement have, by acts of their Corporate Authorities, approved this Intergovernmental Agreement and By-Laws document. Once in existence, the initial term of the Land Bank shall be for the remainder of that portion of the fiscal year to come, which shall end June 30th.

Section 11.02. Additional Members. The Board of Trustees may admit Members as members of the Land Bank upon a concurrence of at least two-thirds (2/3) of all voting members of the Board of Trustees, appointed and serving. The Member may be admitted to membership under whatever terms and conditions the Board of Trustees shall establish, but such new Members shall be subject to at least the minimum requirements, which apply to all other Members.

Section 11.03. Withdrawal as a Party. Any Member to this Agreement shall have the right to withdraw as a party to this Agreement, and thereby terminate its participation in the Land Bank at the expiration of the first term and thereafter at any subsequent one-year term by giving sixty (60) calendar days advance written notice to all other parties to this Agreement. Upon the effective withdrawal of any Member to this Agreement, the Member so withdrawing will forfeit any and all rights to whatever funds or other assets the Member has contributed to the Land Bank. To the extent that any withdrawing Member incurs an obligation to the Land Bank prior to withdrawal, said Member shall remain legally and financially responsible for that obligation after withdrawal.

Section 11.04. Expulsion of Members. By the concurring vote of at least two-thirds (2/3) of the entire voting members of the Board of Trustees, in each case appointed and serving, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons: (a) Failure to make payments due to the Land Bank; (b) Failure to transfer property to the Land Bank which it had previously agreed in writing to do; (c) Failure to maintain or clear property, prior to transfer to the Land Bank or at any time for which it had made a written pledge to carry out such activities; (d) Failure to carry out any obligation of a Member which impairs the ability of the Land Bank to carry out its purpose or powers. No Member may be expelled except after notice from the Presiding Officer of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board of Trustees before any decision is made as to whether the expulsion shall take place. The Board shall set the date for hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final in the absence of fraud or a gross abuse of discretion. The Board of Trustees shall select the date at which the expulsion of the Member shall be effective. If the motion to expel the Member, made by the Board of Trustees or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote of the Board of Trustees expelling the Members. A motion to expel a Member for the reasons set forth in Subsection (a) or Subsection (d) or more than one failure to cure may be made and be effective immediately after the vote of the Board of Trustees expelling the Member. After expulsion, the former Member shall continue to be fully obligated for its portion of any payments due to the Land Bank or other obligations which were created during the time of its membership.

ARTICLE XII

AMENDMENTS TO AGREEMENT

Section 12.01. Amendments. Any amendments to this Agreement shall be in writing and shall have a concurrence of at least two-thirds (2/3) of all voting Trustees, appointed and serving.

ARTICLE XIII
DURATION, TERMINATION AND DISSOLUTION OF AGREEMENT

Section 13.01. Duration of Agreement. Except for the initial period of the Land Bank's existence, which extends until the beginning of the first complete fiscal year on July 1st, this Agreement shall remain in full force and effect for periods of one (1) fiscal year. At the beginning of each fiscal year, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

Section 13.02. Decision to Dissolve. A decision to dissolve the Land Bank and to distribute the Land Bank's assets in a particular manner in accordance with this Agreement shall require a concurring vote of at least two-thirds (2/3) of all voting members of the Board of Trustees, appointed and serving, and provided that written notice of such meeting has included a full description of the plan of dissolution.

Section 13.03. Dissolution and Distribution of Assets. In the event this Agreement is terminated, the Land Bank shall dissolve and conclude its affairs, first paying all of the Authorities' debts, liabilities, and obligations to its creditors and then paying any expenses incurred in connection with the termination of the Land Bank. If any assets remain, they shall be distributed to any successor entity, subject to a concurring vote of at least two-thirds (2/3) of the entire voting members of the Board of Trustees in each case appointing and serving. In the event that no successor entity exists, the remaining assets shall be distributed to the Members or in a manner as otherwise agreed upon by them.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Member shall be sent to that Member by first-class mail. All correspondence shall be considered delivered to a Member as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Member shall notify the other Members of in writing pursuant to the provisions of this section:

If to Winnebago County:

If to Boone County:

If to City of Rockford:

If to City of Belvidere:

If to the _____:

Section 14.02. Entire Agreement. This Agreement sets forth the entire agreement between the Members and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement are contractual.

Section 14.03. Interpretation of Agreement. All powers granted to the Land Bank under this Agreement shall be interpreted broadly to effectuate the intent and purposes of the Agreement and not to serve as a limitation of powers. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning and not construed strictly for or against any Member.

Section 14.04. Severability of Provisions. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

Section 14.05. Governing Law. This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced, and governed under the laws of the State of Illinois without regard to the doctrines of conflict of laws. Jurisdiction and agreed upon venue shall be in the Circuit Court of Winnebago County.

Section 14.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 14.07. Terminology. All terms and words used in this Agreement, regardless of the number, are deemed to include any other number as the context may require.

Section 14.08. Effective Date. This Agreement shall become effective as of the date of approval below.

Section 14.09. Binding Land Bank. The individuals executing this Agreement on behalf of the Members represent that they have the legal power, right, and actual Land Bank to bind their respective Member to the terms and conditions of this Agreement.

Section 14.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

[REMAINDER LEFT BLANK]

This Intergovernmental Contract and By-Laws Agreement was Approved by the
Corporate Authorities of the _____ of _____ on the _____
day of _____, 20____.

Mayor/President/Chairman

Attest

EXHIBIT A

LIST OF MEMBERS

County of Winnebago, Illinois

County of Boone, Illinois

City of Rockford, Illinois

City of Belvidere, Illinois

City of Loves Park

Finance and Administration

By Alderman Jacobson

Resolution No.

Date: January 28, 2019

Department: Community Development

Resolved by the adoption of this resolution, Mayor Gregory Jury is authorized to sign a Services Agreement with iFiber, PO Box 755, Sycamore, IL 60178 to provide high speed fiber computer connections to Loves Park City Hall and the Loves Park Police Department.

Cost shall be \$8400 yearly per location for a term of 5 years.

Payments for these services shall be equally drawn from:

Account No. 01-01-6360 IT Support/Fiber Connection
and,

Account No. 01-03-9220 Data Processing (Police Department)

Attached to this resolution is a copy of the Service Agreement.

Gregory Jury – Mayor

Ald. John Jacobson - Chairman

Ald. Mark Peterson – Vice Chairman

Ald. Charles Frykman

Attest: Robert J. Burden, City Clerk

Ald. John Pruitt

Motion:

Second:

Voting:



iFiber, PO Box 755, Sycamore, IL 60178
sales@iFiber.org www.iFiber.org

January 3, 2019

Mr. Steve Thompson
City of Loves Park
100 Heart Blvd
Loves Park, IL 61111

Dear Mr. Thompson,

iFiber will facilitate a link to your facility that provides a high-speed transport with access to Internet Service Providers and the capability to collaborate with most of the other governments in the area.

The following is a summary of the contracts and yearly costs:

1. iFiber LIT Transport \$8,400 per year per facility (2) for a fiber optic transport at 1 Gbps

All contracts are for a period of five years.

The pricing includes the use of any PTP LIT Fiber currently linking school district facilities.

The iFiber system supports a variety of vendors providing access to Internet Bandwidth. All IP addresses are provided by the ISP providing your Internet bandwidth.

SPIN# 143035593

If you have any questions or need additional information, please contact Roger Swenson at 815-753-8943.

Sincerely,

Roger

Roger Swenson
Network Solutions Architect
Division of Information Technology
Northern Illinois University



Attachment: iFiber Master Service Agreement



Illinois Fiber Resources Group

MASTER SERVICES AGREEMENT

The Customer named below and Illinois Fiber Resources Group ("*iFiber*") agree that the terms and conditions of this Master Services Agreement ("Agreement") govern the provision of the Services specified herein. This Agreement shall be effective as of the Effective Date listed below.

Customer: City of Loves Park

Effective Date: May 1, 2019

Services: Data Transport and other Services as further defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

"Affiliate" means any entity that controls, is controlled by, is under common control with iFiber. The term "control," including correlative meanings, such as "controlled by" or "controlling," means the power or authority to direct or cause the direction of the management or policies of the controlled entity or person through at least fifty percent (50%) ownership of voting securities, board or managerial authority, by contract, or otherwise.

"Agreement" means this Master Services Agreement and any appendices, exhibits, addenda, or amendments hereto.

"AUP" shall have the meaning prescribed in Section 2.1.

"Authorized User" means any individual employee of Customer, any contractor or other vendor of Customer over which Customer exercises control, or any other person providing services on behalf of Customer at each Service Location. The term "Authorized User" may include an employee of Customer who accesses the Services via a remote connection to a Service Location, but shall not include any other person or entity which accesses the Services Location remotely, whether from a remote location or using any internal Customer network to reach the Service Location.

"Carrier Equipment" means any and all equipment, wiring, or devices provided by iFiber or its authorized contractors at the Service Location(s) that is/are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, internal cabling and/or wiring, whether or not installed by iFiber, shall not be considered Carrier Equipment.

"Claims" shall have the meaning prescribed in Section 8.1.

"Confidential Information" means this Agreement and all documents, data, information, maps, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items, which are disclosed by one Party to the other Party in providing the Services specified herein. Notwithstanding the foregoing, the following information shall not constitute Confidential Information: (i) information that was in a Party's possession prior to disclosure from the other Party; (ii) information that is or becomes a matter of public knowledge or record through no fault of the Party to whom the information was disclosed; (iii) information that is rightfully received by a Party from a third party without a duty of confidentiality; (iv) information that is disclosed by the disclosing Party to a third party without a duty of confidentiality on the third party; and (v) information that can demonstrate that it was developed independently.

"CPI" means the Consumer Price Index – All Urban Consumers as reported by the U.S. Bureau of Labor Statistics.

"Credit" shall have the meaning prescribed in Section 11.1.

"Custom Installation" shall have the meaning prescribed in Section 2.8.

"Custom Installation Fee" shall have the meaning prescribed in Section 2.8.

"Customer-Provided Equipment" mean any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

"Effective Date" means the date upon which this Agreement becomes binding upon both parties, which date shall be the same as the date written above.

“**Indemnified Parties**” shall have the meaning prescribed in Section 8.1.

“**iFiber**” means Illinois Fiber Resources Group, a 501(c)(3) not for profit organization chartered in the State of Illinois.

“**Network**” shall have the meaning prescribed in Section 2.4.

“**Party**” means a reference to iFiber or the Customer, and in the plural, a reference to both.

“**Renewal Term**” shall have the meaning prescribed in Section 4.2.

“**Service**” means the service defined above, including but not limited to, data transport, call-center services, VoIP, IPTV and VM, NOC Monitoring Services, and/or broadband services including high speed data transport service that provides end-to-end transmission using Ethernet packet technology at transport speeds up to 1 Gbps.

“**Service Commencement Date**” means the date(s) on which iFiber first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

“**Service Interruption**” means a break in transmission that renders the Service unusable for transmission and reception, or other material non-conformity with a Service Level.

“**Service Order**” means a request for iFiber to provide the Service(s) to Service Location(s) submitted by Customer and/or specified on Exhibit A.

“**Service Location(s)**” means the Customer location(s) where iFiber provides the Service(s). Each Service Location shall be set forth on a Service Order.

“**Service Term**” means the duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

“**Space**” shall have the meaning prescribed in Section 2.4.

“**Termination Charges**” means charges that may be imposed by iFiber if, prior to the end of the applicable Service Term (i) iFiber terminates Services for cause or (ii) Customer terminates Services without cause. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3, fifty percent (50%) of the remaining monthly fees that would have been payable by Customer under the Service Order if the Services described in the Service Order had been provided until the end of the Service Term. In the event the Agreement is terminated as herein described during the initial Service Term, Termination Charges shall also include one hundred percent (100%) of any amount paid by iFiber in connection with Custom Installation, as that term is defined in Section 2.9, for the Services provided by iFiber under the Service Order, provided however that the total Termination Charges shall decrease from one hundred percent (100%) to zero percent (0%) in ten percent (10%) annual increments during each of the first ten (10) years of the Term of this Agreement, after which the Termination Charges shall remain at zero.

2. DELIVERY AND USE OF SERVICES

2.1 Scope of Services. iFiber shall provide the Service(s) to Customer subject to availability and operational limitations of Customer’s systems, facilities, or equipment. Customer and its Authorized Users shall have the right to use the Service(s) provided by iFiber at the relevant Service Location(s). Customer shall be responsible for its Authorized Users use of the Service(s), compliance with this Agreement, and compliance with iFiber’s Acceptable Use Policy (“AUP”), which is attached hereto as Exhibit B. Customer is responsible for ensuring that any Customer-Provided Equipment is fully operational and compatible with the Service(s). If Customer desires to secure its transmissions in connection with its use of the Service(s), Customer must provide, at its sole cost, encryption software or other transmission protection equipment or services.

2.2 Orders. Customer shall submit to iFiber a properly completed Service Order to initiate Service(s) to each Service Location. A Service Order shall become binding on the Parties when (i) it is specifically accepted by iFiber in writing, (ii) iFiber begins providing the Service(s) described in the Service Order or (iii) iFiber begins Custom Installation (as defined in Section 2.8) for delivery of the Service(s) described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.3 Service Levels. iFiber shall provide the following Service Levels:

(i) **Speed.** iFiber makes no representation regarding the speed of the Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of devices using a single connection, the size and frequency of data to be transmitted, the effectiveness or efficiency of Customer-Provided Equipment, network traffic, and other similar factors. Customers who purchase 100 Mbps Service(s) will be provided data transport services at speeds of up to 100 Mbps. Customers who purchase 1 Gbps Service(s) will be provided data transport services at speeds of up to 1 Gbps. iFiber shall use commercially reasonable efforts to provide and maintain data transport speeds as close to the specified Service(s) speed as reasonably possible.

(ii) **Availability.** iFiber guarantees a minimum Service Level for the IP transport network that will provide network availability and capability of forwarding IP packets 99.95% of the time, including local loop, as averaged over a calendar month, excluding maintenance windows and other exclusions as specified herein. This equates to not more than 21.6 minutes of downtime per month (based on a 30-day month).

(iii) **Latency.** iFiber guarantees a minimum Service Level for the IP transport network that will provide an average round trip packet transit time within the iFiber backbone network of 64 milliseconds or less, as measured over a calendar month, excluding maintenance windows and other exclusions as specified herein.

2.4 Access. Customer, at no cost to iFiber, shall secure and maintain all necessary rights of access to Service Location(s) for iFiber to install and provide the Services, unless iFiber has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Carrier Equipment used to provide the Services within the Service Location(s). iFiber and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from iFiber, Customer shall provide all required access to iFiber and its authorized personnel. During the term of the Service(s) provided under this Agreement, Customer grants iFiber the right, free of charge, to occupy portions of Customer's facilities and real property ("Space") for the placement and maintenance of Carrier Equipment (hereinafter defined) and interconnecting such Carrier Equipment to iFiber's proprietary transport network (the "Network") for the purpose of providing the Service(s).

2.5 Carrier Equipment. Carrier Equipment is and shall remain the property of iFiber regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time iFiber may remove or change Carrier Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Carrier Equipment or permit others to do so, and shall not use the Carrier Equipment for any purpose other than that authorized by the Agreement. iFiber shall maintain Carrier Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at iFiber's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Carrier Equipment. Customer is responsible for damage to, or loss of, Carrier Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of iFiber. Customer agrees not to take any action that would directly or indirectly impair iFiber's title to the Carrier Equipment, or expose iFiber to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following iFiber's discontinuance of the Services to the Service Location(s), iFiber retains the right to remove the Carrier Equipment including, but not limited to, that portion of the Carrier Equipment located within the Service Location(s). To the extent iFiber removes such Carrier Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.6 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services(s), iFiber shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the

Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2.7 Installation of Carrier Equipment. Installation of any Carrier Equipment to create interconnectivity with the Network shall be completed by authorized iFiber personnel, consistent with any Customer requirements and/or policies where installed in Customer Space. Where Customer installs any Customer-Provided Equipment necessary to create interconnectivity with the Network, Customer shall bear the sole responsibility and liability for such installation. iFiber may change, replace, or remove the Carrier Equipment, regardless of where located, so long as the basic technical parameters of the Services are not altered, and this Agreement constitutes Customer's consent to such change, replacement, or removal. iFiber has no obligation to install, maintain, or repair any Carrier-Provided Equipment. Customer is responsible for ensuring that its equipment does not interfere with the provision of or functionality of Services or Network.

2.8 Customer-Provided Equipment. iFiber shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside wiring and equipment and facilities on the Customer's side of the modem, router, switch and/or other Ethernet input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by iFiber's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment.

2.9 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering review by iFiber. The engineering review will determine whether the Network, fiber, cable, or other plant must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). iFiber will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

2.10 Authorized Use. The Service(s) and connections to the Network are for use by Customer and its Authorized Users to which Services are granted. Except as otherwise provided herein or under a separate agreement, connections to the Network may not be shared by any means, including wired or wireless networking or transmission. Customer and its Authorized Users agree not to operate hardware or software that iFiber deems harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, Carrier Equipment, or Service(s). Customer and its Authorized Users have an affirmative duty under this Agreement to monitor their use of the Network and the Carrier Equipment, and to ensure that any hardware, software, and/or data used or

transmitted over or across the Carrier Equipment and/or Network is free of malicious or harmful components, does not present a security risk or vulnerability, and/or does not negatively impact the performance of the Network or cause interference, congestion, or interruptions on the Network or Service(s). To the extent that iFiber believes that any Customer or Authorized User hardware, software, or data is harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, iFiber shall provide Customer with commercially reasonable notice of the same. Customer shall thereafter have fifteen (15) days to cure or discontinue use of the hardware, software, or data that is the subject of the notice, or to otherwise demonstrate that the harmful, hazardous, or interfering component is not present or caused as alleged by iFiber in its notice. In instances in which Customer or Authorized User hardware, software, or data presents an immediate threat to the continued operation of the Network, or Carrier Equipment, iFiber may require the Customer or Authorized User to immediately discontinue use of the harmful, hazardous, or interfering hardware, software, or data until such time as iFiber and the Customer, working collaboratively, can cure, or otherwise verify the absence of, any harmful, hazardous, or interfering component. All use by Customer and Authorized Users shall be consistent with, and in compliance with, the AUP.

3. CHARGES, BILLING, AND PAYMENT

3.1 Charges. Customer shall pay iFiber one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all undisputed charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s). These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Carrier Equipment, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Except as otherwise indicated herein or on the applicable Service Order(s), non-recurring charges for the Service(s) shall not increase during the initial Service Term.

3.2 Maintenance. Unless otherwise specified in a relevant Service Order, routine and emergency maintenance on the Network and/or to ensure the proper operation of the Service(s) are provided to Customer at no charge. For maintenance services at Customer's location, or for such other maintenance as may be required by Customer that is outside of iFiber's routine or emergency Network maintenance, Customer shall pay for applicable maintenance services at the then-applicable rates.

3.3 Annual Price Adjustments. All pricing specified in this Agreement, including Exhibit A, shall be fixed for the first twelve (12) months from the Service Commencement Date. Pricing and rates for Services under this Agreement shall thereafter be adjusted on an annual basis, taking into account iFiber's then-current pricing, changes in the CPI, standard industry pricing and rates, and such other factors as iFiber deems appropriate and as agreed upon by the Parties.

3.4 Payment. Except as otherwise indicated herein or on the Service Order(s), iFiber shall invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. Customer shall make payment to iFiber for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to iFiber within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a pro-rated charge for the Services, from the date of installation to the first day of the new billing. In certain cases, iFiber may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party, unless otherwise agreed. iFiber shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.5 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by iFiber. No acceptance of partial payment(s) by iFiber shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.6 Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. iFiber reserves the right to invoice Customer for any fees or payment obligations in connection with the Service(s) imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Service(s), including, without limitation, applicable franchise fees (if any), regardless of whether iFiber or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on iFiber or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that iFiber or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to iFiber for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to iFiber, all disputed amounts shall become immediately due and payable to iFiber.

3.9 Past-Due Amounts. Any undisputed payment not made when due will be subject to a late payment fee equal to the lesser of one and a half percent (1.5%) per month or a the maximum rate allowed by law on the unpaid invoice. If Customer's

account is delinquent, iFiber may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Carrier Equipment that Customer fails to return in accordance with the Agreement. If iFiber is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Carrier Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to iFiber under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

4. TERM

4.1 Agreement Term. This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. If a Service Order does not specify a term of service, the Service Term shall be five (5) years from the Service Commencement Date.

4.2 Service Order Renewal. Upon the expiration of the Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of five (5) years each ("Renewal Term(s)"), unless prior notice of nonrenewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time thereafter, iFiber may modify the charges for the Service(s) subject to thirty (30) days prior notice to Customer. Customer shall have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

5. TERMINATION AND SUSPENSION

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Term upon sixty (60) days prior notice to iFiber, and subject to payment to iFiber of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all Carrier Equipment. Customer shall return all Carrier Equipment to iFiber, or otherwise permit iFiber to remove any Carrier Equipment, within sixty (60) days of termination.

5.2 Termination for Cause. The Parties may terminate this Agreement, or a Service Order, in whole or in part, in the following ways:

- (i) **Nonpayment.** If Customer is in breach of a payment obligation (including failure to pay a required deposit), and

fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, iFiber may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. iFiber will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

- (ii) **Breach.** If either Party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

- (iii) **Insolvency.** A Service Order may be terminated by either Party immediately upon notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

- (iv) **Failure of Services.** If, after notice by Customer and a commercially reasonable opportunity to cure by iFiber, not to be less than thirty (30) days, iFiber fails to provide any Service(s) in accordance with the minimum Service Levels identified in Section 2.3, and said failure materially adversely affects Customer's ability to use the Service(s) effectively, Customer may terminate this Agreement or terminate the affected Service Order(s) without any obligation to pay the Termination Charges, provided however that Customer shall be liable for any past charges incurred that were due and owing prior to the failure or other event that gave rise to the termination for cause.

- (v) **Rights and Remedies.** Termination by either Party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

5.3 Effect of Termination. Upon the expiration or termination of a Service Order for any reason: (i) iFiber may immediately disconnect the applicable Service; (ii) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if iFiber has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, iFiber may assess and collect from Customer applicable Termination Charges; and (iii) Customer shall return or permit iFiber access to retrieve from the applicable Service Locations any and all Carrier Equipment (however, if Customer fails to permit access, or if the retrieved Carrier Equipment has been damaged and/or destroyed other than by iFiber or its agents, normal wear and tear excepted, iFiber may invoice Customer for the full replacement cost of the relevant Carrier Equipment, or in the event of minor damage to the retrieved Carrier Equipment, the

cost of repair, which amounts shall be immediately due and payable).

5.4 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. iFiber may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects iFiber's ability to provide the Services herein.

6. MAINTENANCE

6.1 Generally. iFiber reserves the right to schedule regular (in advance with Customer) or emergency maintenance on the Network and/or Carrier Equipment. All routine maintenance and repair functions and emergency maintenance and repair functions, including "one-call" responses, cable locate services, and necessary relocation of the Carrier Equipment, shall be performed by iFiber or its designee for a period coterminous with the term of this Agreement.

6.2 Routine Maintenance. Routine Maintenance shall mean any maintenance at the iFiber hub to which Customer's circuit is connected, or maintenance to any Carrier Equipment located at a Service Location. Scheduled Maintenance shall be performed between the hours of 12:00 AM to 6:00 AM local time, unless otherwise required, and upon prior notice to Customer. Routine Maintenance includes (i) upgrades of Network and/or Carrier Equipment hardware and software; (ii) upgrades to capacity of the Network; (iii) correction network activity that may degrade the quality of service or cause service interruptions; and (iv) relocation of fiber required by road or utility construction projects. Additional maintenance may be performed from time to time at iFiber's reasonable discretion, or upon Customer's request with reasonable advance notice to iFiber. iFiber's general policy for scheduling maintenance is to provide Customer with advanced notice, and to perform and repair or maintenance services during non-working or off-peak hours, but circumstances may arise from time-to-time that requires Routine Maintenance to be performed during normal business hours.

6.3 Emergency Maintenance. iFiber shall use commercially reasonable efforts to respond to any failure, interruption or impairment in the operation of the Service(s) within a time frame as soon as commercially practicable after receiving a report of any such failure, interruption or impairment, but in any event not to exceed four (4) hours. Customer acknowledges that the foregoing does not confer any right to Customer to have any Emergency Maintenance request or report cured, fixed, resolved, or otherwise remedied within four (4) hours of the request being made. The time to resolve any Emergency Maintenance request or report will depend on the circumstances presented at the time the request or report is made, including but not limited to the severity of any failure, defect, interruption, or other non-conformity in the Network, Carrier Equipment, or Service(s), the availability of iFiber's

employees, agents, subcontractors, or other affiliates, the availability of necessary materials, access to and the location of any failure, Customer cooperation, weather, force majeure events, and other similar factors. iFiber shall use commercially reasonable efforts to provide Customer with notice of Emergency Maintenance before beginning any repairs or other work, but Customer acknowledges that there may be instances in which circumstances do not allow for Customer to receive notice in advance of Emergency Maintenance.

6.4 Service Levels. Routine Maintenance and any Emergency Maintenance that is required as a result of actions or omissions taken by a third party other than iFiber, shall be excluded from the calculation of Services Levels, and iFiber cannot be held liable for any losses sustained or allegedly sustained by Customer or its Authorized Users as a result of Routine Maintenance, or Emergency Maintenance not caused by iFiber.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

7.1 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT IFIBER OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF iFiber AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE CARRIER EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET, AND IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES PROVIDED HEREUNDER. If Customer is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of iFiber in operating the Services(s), Customer's sole and exclusive remedy is to terminate this Agreement in accordance with Section 5, above, and discontinue using the Service(s), or to seek a Service Credit pursuant to Section 11, below. REPAIR OR REPLACEMENT FOR CARRIER EQUIPMENT IS THE SOLE AND

EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR ANY GOODS RECEIVED BY CUSTOMER UNDER THIS AGREEMENT.

7.2 Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN SECTION 2.3, ABOVE, AND SECTION 11, BELOW, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICE(S), CARRIER EQUIPMENT, OR NETWORK. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, iFiber DOES NOT WARRANT THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE FREE OF HARMFUL COMPONENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. IN NO EVENT SHALL iFiber, OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

7.3 Third Parties. iFiber MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, CARRIER EQUIPMENT, OR NETWORK FOR USE BY THIRD PARTIES.

7.4 Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment. Such uses or activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from high risk activities. iFiber shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer Provided Equipment; inability to obtain access to the Service Locations; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious

mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

8. MUTUAL INDEMNIFICATION

8.1 Customer Indemnification. Customer shall indemnify, save, hold harmless, and defend iFiber and iFiber's Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorneys' fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct Customer is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) the breach or alleged breach of this Agreement by Customer; (iii) any negligent or tortious act or omission to act of Customer; or (iv) any claim that the data content delivered by Customer via the Services provided by iFiber under this Agreement constitutes an infringement of any Confidential Information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.

8.2 iFiber Indemnification. iFiber shall indemnify, save, hold harmless and defend Customer, as well as Customer's Indemnified Parties from and against any Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct iFiber is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) any negligent or tortious act or omission to act of iFiber; or (iii) any Claim that alleges the Services, Network, or Carrier Equipment provided hereunder infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or relates to: (a) Customer or its Authorized Users' data content, documents, or other information; (b) any modification(s) to the Services, Network, or Carrier Equipment by Customer or its Authorized Users, or other third parties employed by Customer, or the combination of the Services, Network, or Carrier Equipment with any services or products not supplied or provided by iFiber; (c) iFiber's adherence to Customer's or its Authorized Users' requirements; or (e) use of the Services, Network, or Carrier Equipment in violation of this Agreement.

9 CONFIDENTIAL INFORMATION; PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving party in strict confidence and shall not

be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Remedies. Notwithstanding any other Section of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 9, including, but not limited to, injunctive relief.

9.3 iFiber Monitoring and Control of Network Traffic. iFiber has no obligation to monitor information or material on the Network or transmitted using the Service(s). Customer agrees that iFiber has the right to monitor the Network, Service(s), and Carrier Equipment electronically from time to time solely to disclose any information as necessary to satisfy the law, regulation or other governmental request, to operate the Network or Services properly, or to protect itself or its users from service interruption or other inappropriate uses. The purpose of this Section 9.3 is to authorize iFiber to monitor and review primarily technical information and other data transmitted on or over the Network to ensure that the Network operates properly and remains secure and free from harmful traffic. iFiber shall have the right, but not the obligation, to monitor, examine, control, limit, or otherwise review any and all data using, on, or traveling across the Network to ensure Network integrity, security, and efficient operation. In this regard, iFiber may examine, monitor, or control data packets and similar incomplete and/or encoded transport layer files, data streams, and transmissions for malicious, harmful, hazardous, or otherwise interfering components that may threaten or adversely affect the operation or security of the Network, Carrier Equipment, or Services. Customer shall be solely responsible for monitoring, controlling, reviewing, and examining the content of the data, documents, and information that it sends and receives using the Network, and for providing adequate encryption and other security measures to ensure the appropriate level of protection for such data, documents, and information.

10. PROHIBITED USE.

10.1 Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the Carrier Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer

agrees to ensure that all uses by Customer or by any other person, whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Any and all use of the Network, Service(s), and Carrier Equipment by Customer shall be consistent with Section 2.9.

10.3 Violations. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, iFiber shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of iFiber, and then to notify Customer of the action that iFiber has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

11. SERVICE CREDITS

11.1 Credit Allowances. iFiber will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasigovernmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to iFiber, a trouble ticket is opened, and/or the Service is released to iFiber for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and/or iFiber has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from iFiber within 30 days of the interruption.

11.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through iFiber, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set

forth in this Section 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any iFiber failure to meet the objectives of the Services.

12. INSURANCE

12.1 General Coverage. Each Party shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

12.2 Limits. The liability limits under the policies required by Section 12.1 shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

13 MISCELLANEOUS TERMS

13.1 Employee Conduct. iFiber acknowledges Customer's obligations to comply with certain laws and regulations as well as the need for iFiber's employees and subcontractors to comply with reasonable requests, standard rules, and regulations of Customer regarding personal and professional conduct generally applicable to such facilities. iFiber shall provide Customer with reasonable assistance in ensuring iFiber employees, subcontractors, and agents comply with (i) laws and regulations affecting Customer's facility and (ii) Customer's facility rules and regulations. iFiber shall maintain written agreements with all of its employees, subcontractors, and agents involved during the course of this Agreement in any project under this Agreement, obligating such employees, subcontractors, and agents upon terms and conditions no less restrictive than contained herein, not to use or disclose any confidential information, proprietary rights, or information learned or acquired during the course of such employment or engagement. iFiber shall not employ or contract for services on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote personnel reasonably skilled and experienced in the industry to perform any work required under this Agreement.

13.2 Governing Law; Jurisdiction. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. Venue of any action arising out of or related to this Agreement shall be proper in the Circuit Court of DeKalb County or the United States District Court for the Northern District of Illinois.

13.3 Entire Agreement. This Agreement and its Exhibits constitute the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall

be void and of no force or effect. Only specifically authorized representatives of iFiber may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of iFiber who has not been specifically authorized to make such modifications shall be binding upon iFiber. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

13.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Customer may not assign this Agreement without the prior written consent of iFiber. iFiber may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent.

13.5 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused.

13.6 Import/Export Control. Customer, not iFiber, is responsible for complying with import and export control laws, conventions, and regulations for all equipment, software, or technical information Customer may move or transmit between countries using the Services, whether authorized or unauthorized.

13.7 Headings; Severability. Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

13.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

13.9 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

13.10 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive

termination or expiration of this Agreement or any Service Order.

13.11 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

13.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the

Parties or to impose any liability attributable to such a relationship upon either Party.

13.13 Remedies Not Exclusive. The remedies provided in this Agreement shall be in addition to all other remedies to which iFiber may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

13.14 Limitations. Any Customer claim or dispute arising out of this Agreement must be filed by Customer within two (2) years after the cause of action arises. Customer waves any statute of limitations to the contrary.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed and delivered as of the Effective Date written above.

iFiber

City of Loves Park

By: _____

By: _____

Name: Matt Parks

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____



EXHIBIT A Service Order Form

Organization: City of Loves Park

Supported Locations

<u>Location</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>
Loves Park City	100 Heart Blvd	Loves Park	61111
Loves Park Police Department	540 Loves Park Drive	Loves Park	61111

Services and Pricing

<u>Location</u>	<u>Service</u>	<u>Bandwidth</u>	<u>Yearly Cost</u>	<u>NRC</u>
Loves Park City	LIT Fiber Service	1 Gbps	\$8,400	N/A
Loves Park Police Department	LIT Fiber Service	1 Gbps	\$8,400	N/A
Loves Park City	ELAN-Winnebago	1 Gbps	\$0.00	N/A
Loves Park Police Department	ELAN-Winnebago	1 Gbps	\$0.00	N/A

Equipment Provided for LIT Fiber Service access links

1. Demarcation Carrier Ethernet switch with fiber optic modules and patch cables.

Equipment Provided for leased Point-to-Point LIT Services Links

1. Point-to-point service will be provided between facilities, unless otherwise noted, with a fiber optic link terminated with industry standard SFP optical modules. The existing Dell F10 terminating equipment can continue to be used until failure or replacement with customer provided equipment.

User Requirements

1. Provide adequate space, cooling and power
2. Provide all CAT6 patch cables
3. Provide a network interface point for iFiber to connect into
4. Allow timely access to the facility for the fiber optic cable and related equipment installations

EXHIBIT B

Acceptable Use Policy

1. Overview

This Acceptable Use Policy (the "Policy") is a guide to the acceptable use of iFiber network facilities and Services, as defined herein and in the Master Services Agreement. Any Customer organization or individual connected to iFiber's network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used. Each Customer organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy or an equivalent policy. In addition, each Customer is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this Policy govern all use of the Services, including any unsupervised anonymous network access offered by Customer. The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

- (1) Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
- (2) Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
- (3) Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
- (4) Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
- (5) The Services may not be used in ways that violate applicable laws or regulations.
- (6) The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to iFiber.
- (7) Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
- (8) Users are prohibited from sending unsolicited advertising, whether commercial or informational in nature to addresses that have not specifically requested such material.
- (9) Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.
- (10) Consistent with the Master Services Agreement, Customer may not use the Services to offer for sale, lease, resell, or offer any services for which Customer is reimbursed by the provisioning entity without an appropriate resell agreement approved by iFiber.

The intent of this Policy is to identify certain types of uses that are not appropriate, but this Policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, iFiber may at any time make a determination that a particular use is not appropriate. iFiber will not monitor or judge the content of information transmitted via the Services, but will investigate complaints or abusive data stream patterns of possible inappropriate use. In the course of investigating complaints, iFiber staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy.

2. Remedial Action

When iFiber learns of possible inappropriate use, iFiber staff will notify the Customer responsible, who must take immediate remedial action and inform iFiber of its action. iFiber will assist the Customer in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Customer implements remedial action promptly, iFiber will take no further action. If iFiber is unable to contact the Customer, or if the Customer is unable to implement remedial action, iFiber reserves the right to pursue remedial action independently. Wherever possible, iFiber will pursue remedial action with the least impact to the overall service for the Customer. Should the situation be considered an emergency, and iFiber deems it necessary to prevent further inappropriate activity, iFiber may temporarily disconnect a Customer. An emergency is defined as serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks. If temporary disconnection is deemed necessary by iFiber staff, every effort will be made to inform the Customer prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.

CITY OF LOVES PARK

BY ALDERMAN

RESOLUTION NO.

DATE:

DEPARTMENT:

**A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A
SERVICE AGREEMENT BETWEEN THE CITY OF LOVES PARK, ILLINOIS AND
VIGILANT SOLUTIONS, LLC**

WHEREAS, The City of Loves Park, Boone and Winnebago Counties, Illinois (“City”), is a duly constituted, organized and validly existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and is operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, as amended; and

WHEREAS, Vigilant Solutions, LLC, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets; and

WHEREAS, City desires to license from and receive service for the software products provided by Vigilant as part Vigilant’s law enforcement package of license plate recognition equipment and software; and

WHEREAS, the City has determined that the terms of the Service Agreement are acceptable and are in the best interest of the City and its citizens.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Loves Park, Illinois, that by the adoption of this resolution, that the City hereby agrees:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City Council hereby approves the Service Agreement and authorizes the Chief of Police or his designee to execute the Service Agreement, in substantially the same form as attached hereto as Exhibit “A”.
3. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED AND APPROVED the _____ day of January, 2019.

Mayor

Attest: City Clerk

Chairman

Member

Vice-Chairman

Member

MOTION:

SECOND:

VOTING:

EXHIBIT “A”
Service Agreement



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this _____ Day of _____, 201__ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and _____, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at _____ ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"CLK" or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant LPR hardware components and Software Products.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

"Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Affiliate to install the Software Products on an unlimited number of devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

"Service Package" means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.



“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.



C. **Vigilant Termination.** Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach, provided Affiliate shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Affiliate commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Vigilant may not maintain any action or effect any remedies for default against Affiliate unless and until Affiliate has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing, if within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. **Warranty and Disclaimer.** Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. Vigilant shall be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct.

B. **Infringement Protection.** If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. **Use of Software Products Interface.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.



V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant shall not share any LEA LPR Data generated by the Affiliate without the written permission of the Affiliate.

Due to the growing concerns within the public safety sector surrounding aggregated LPR data, strict access to the LEARN data servers is required. To address this challenge, implementation of sophisticated hardware/software based intrusion protection has been deployed within the LEARN data center under the strict guidelines set forth by the National Security Association (NSA). The hosting facility utilizes state-of-the-art access control technologies. In addition, Vigilant has installed and configured a solid network intrusion prevention appliance provided by Cisco Systems Inc., as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server 2008 Security Guide developed in conjunction with NSA to establish best practices. The net result is reduced risk (on all levels) of malicious



intrusion and misuse. The network is secured by a Cisco 1812/K9 router that provides professional grade protection to the peripherals on the network. Amongst others, the Cisco IOS firewall firmware is compliant with PCI, HIPAA, and SOX IT governance requirements. The Cisco IOS firmware is also configured with Intrusion Protection Services that offers deep packet inspection on all incoming traffic.

IX. Ownership of LPR Data.

Vigilant retains all title and rights to Commercial LPR Data. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be appropriately deleted from LEARN with a program designed not just to clear data but to clean data by writing data on top of existing data whose space was changed from allocated to unallocated to ensure that all existing data is securely removed.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data is governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☐

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

☐

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

☐

Service Package - Option # 2 – ‘Intel ligence-L ed P o licing (ILP)’ Serv ice P ackage:

- All Service Package Option # 1 benefits
- Mobile or Fixed LPR hardware up to level of Tier (choice of either fixed or mobile packages, details in Exhibit A)
 - ☐ Reaper Cameras
 - ☐ Raptor 3 Cameras
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 700 sworn officers, Tier 4 up to 2,000 sworn officers as well as Fusion Centers)
- States, Federal Agencies and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)

Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	



Annual Service Fee Schedule for Intelligence-Led Policing (ILP) Service Package

Tier	Reaper	Raptor 3
ILP Tier 1 (Option # 2)	\$14,995.00	\$14,995.00
ILP Tier 2 (Option # 2)	\$34,495.00	\$34,495.00
ILP Tier 3 (Option # 2)	\$89,495.00	\$89,495.00
ILP Tier 4 (Option #2)	\$154,495.00	\$154,495.00

Annual Service Fee Schedule for Image Enrollment (applicable to FaceSearch/LineUp images only)

5,000 Images	\$750.00
--------------	----------

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 3% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee). If the Service Package selected by Affiliate for the Initial Term or prior Service Periods is no longer offered at the time of renewal of the Service Period due to discontinuation of the Service Package by Vigilant, Vigilant shall offer to Affiliate a comparable Service Package at a comparable price. Affiliate and Vigilant shall agree upon said comparable Service Package and price, which agreement shall not be unreasonably **withheld**.

C. Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the lesser of (i) 3% of the prior Service Period's Service Fees, (ii) the published rate of the Core inflation rate in the United States for the prior year then ended, or (iii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period. Price Adjustment must be approved by Affiliate prior to increase.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

Commented [BQ1]: The language in this section was illegible on our end. We reinserted the language that was requested. Contact me for clarification.



- B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.
- C. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.
- D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Illinois without regard to its conflicts of law.
- E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.
- F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.
- G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
- H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.
- I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.
- J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.



K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: _____ Attn: _____ Address: _____ _____
--	---

M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Affiliate Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
VS-ILP-1M2RE / VS-ILP-1M2R3	ILP Mobile Bundle for Agencies of Up to 100 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
VS-ILP-1F2RE / VS-ILP-1F2R3	ILP Fixed Bundle for Agencies of Up to 100 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) fixed camera LPR systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
VS-ILP-2M2RE / VS-ILP-2M2R3	ILP Mobile Bundle for Agencies of 51 to 200 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
VS-ILP-2F2RE / VS-ILP-2F2R3	ILP Fixed Bundle for Agencies of 51 to 200 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) fixed camera LPR systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images



VS-ILP-3M2RE / VS-ILP-3M2R3	ILP Mobile Bundle for Agencies of 201 to 700 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images
VS-ILP-3F2RE / VS-ILP-3F2R3	ILP Fixed Bundle for Agencies of 201 to 700 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Twelve (12) fixed camera LPR systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images
VS-ILP-4M2RE / VS-ILP-4M2R3	ILP Mobile Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images
VS-ILP-4F2RE / VS-ILP-4F2R3	ILP Fixed Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Fifteen (15) fixed camera LPR systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM
TO THE CONTRACT FOR FIRE AND EMS SERVICES WITH PARAMEDIC
SERVICES OF ILLINOIS, INC.**

WHEREAS, the City has determined that it is in the best interests of the health, safety and welfare of the community to provide for enhanced fire and EMS protection for the City; and

WHEREAS, the City has further determined that a staffing company could provide necessary personnel to the City at times when volunteers are least available in order to enhance the fire and EMS protection for the City; and

WHEREAS, the City believes that this is a cost-effective method to obtain such personnel and that an additional advantage will be achieved with such personnel also being trained to provide emergency medical services at a level not currently available from the Fire Department.

WHEREAS, the City has previously entered into a contract with Paramedic Services of Illinois, Inc. to provide personnel to the Fire Department; and

WHEREAS, the City wishes to expand the emergency medical services provided to its residents by adding additional trained personnel to the Fire Department; and

WHEREAS, the City has negotiated with Paramedic Services of Illinois, Inc. to enter into an Addendum to the existing contract to increase the number of trained personnel provided to the City.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this resolution, that the Mayor and the City Council hereby agree as follows:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The Mayor is authorized to sign an Addendum to the contract with Paramedic Services of Illinois, Inc. for the provision of additional Firefighter/EMS personnel to the City in a form substantially similar to that attached hereto.
3. Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the other provisions of this Resolution.
4. This Resolution shall be in full force and effect from and after its passage and approval.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED the _____ day of _____, 2019.

APPROVED:

Mayor Greg Jury

ATTEST:

City Clerk Robert Burden

PUBLISHED:

ADDENDUM TO EMERGENCY SERVICES STAFFING AGREEMENT

This Addendum (Addendum), to that certain Emergency Services Staffing Agreement, entered into by and between the City of Loves Park, Illinois, an Illinois Municipality (City) and Paramedic Services of Illinois, Inc., an Illinois Corporation (Company), on or about November 1st, 2018 is effective as to the last date signed below.

WHEREAS, City desires to have Company provide additional personnel pursuant to the Emergency Services Staffing Agreement entered into between them; and

WHEREAS, Company is willing to provide the requested personnel upon the terms and conditions set forth herein; and

WHEREAS, City and Company agree that all terms of the existing Emergency Services Staffing Agreement not modified herein shall remain in full force and effect and shall apply to the additional personnel provided by Company.

1. The above recitals are incorporated into this Addendum by reference.
2. Section 2.1 of the Emergency Services Staffing Agreement (Agreement) is modified such that in addition to the personnel listed therein, Company shall provide up to nine (9) persons who shall be licensed as an EMT – Paramedic as such is defined from time-to-time by the Illinois Department of Public Health and such persons shall also be certified at the level of Fire Fighter II as regulated by the Illinois Fire Marshal.
3. These nine (9) persons shall be selected in keeping with provisions of paragraph 2.3 of the Agreement and shall be added individually by Company to the staffing pool as appropriate candidates are identified and hired by Company.
4. Paragraph 2.3 of the Agreement is modified such that all new hires will be placed on shifts of twenty-four hours on and forty-eight hours off (24/48 schedule), with three of the new hires per shift. Existing personnel shall also be transitioned to a 24/48 schedule with no change in compensation from City to Company for those individuals. Shifts are subject to modification at the direction of the Fire Chief and the change in schedule described herein may be delayed dependent upon the speed of Company being able to provide the new personnel.
5. In addition to the sums payable pursuant to Schedule A of the Agreement, such Schedule is hereby modified such that the City shall also pay to Company a sum of up to Fifty-Four Thousand Seven Hundred Fifty and 00/100s Dollars (\$54,750) per month as payment for these additional nine (9) personnel with said sum to increase by

Two and one-half percent (2.5%.) on the anniversary date of the Agreement each year during the term. Such increase shall not commence until the new personnel begin work and shall be assessed at the rate of Six Thousand Eighty-Three and 33/100s Dollars (\$6,083.33), per full time equivalent as each such person begins duty with the Fire Department with the full amount not due until full staffing is achieved. All amounts will be prorated depending upon start date.

6. Paragraph 2.7A is hereby added to the Agreement relating to duties of Company as follows:

Company shall provide to City, ambulance billing services to be conducted in a professional manner and in accordance with all applicable rules, regulations and laws including, but not limited to Medicare/Medicaid regulations and shall be responsible for the coding of services for payment. All billing services will be compensated at a rate of five percent (5%) of the amount collected by the City per month as a result of such billing.

7. In interpreting this Addendum and the Agreement, any conflicting provisions shall be controlled by this Addendum which is incorporated into and made a part of the Agreement. All other provisions of the Agreement are confirmed and ratified and shall apply to the additional personnel and the billing services which are the subject hereof.
8. All provisions of this Addendum are subject to ratification by the City Council of the City of Loves Park.

PARAMEDIC SERVICES OF ILLINOIS, INC.

BY _____
Vice President - Operations

ATTEST _____
Vice President – Finance

Date: _____

CITY OF LOVES PARK

BY _____
Mayor

ATTEST _____
City Clerk

Date: _____

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 6, SECTION 6-1, AND CHAPTER 22,
SECTION 22-46 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK,
ILLINOIS.**

WHEREAS, Chapter 6, Section 6-1 of the Code of Ordinances for the City of Loves Park defines words, terms and phrases when used in Chapter 6; and

WHEREAS, Chapter 6, Section 6-1 defines the word “*Restaurant*”; and

WHEREAS, the City of Loves Park desires to delete the definition of “*Restaurant*” as defined in Chapter 6, Section 6-1; and

WHEREAS, the City of Loves Park desires to add a new definition of “*Restaurant*” to Chapter 6, Section 6-1.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS AS FOLLOWS:

Chapter 6, Section 6-1 “Restaurants” shall be defined as follows:

“*Restaurant*” means any business that is primarily engaged in the sale of ready to eat food for immediate consumption in a publicly kept, used, and maintained space. Such space being provided with adequate and sanitary dining room equipment, and adequate and sanitary commercial kitchen equipment for food preparation. For the purposes of this definition, restaurants would include concessions and other food establishments where food is intended for immediate or on-site consumption.

WHEREAS, Chapter 22, Section 22-46 of the Code of Ordinances for the City of Loves Park defines words, terms and phrases when used in Chapter 22; and

WHEREAS, Chapter 22, Section 22-46 defines the word “*Restaurant*”; and

WHEREAS, the City of Loves Park desires to delete the definition of “*Restaurant*” as defined in Chapter 22, Section 22-46; and

WHEREAS, the City of Loves Park desires to add a new definition of “*Restaurant*” to Chapter 22, Section 22-46.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS AS FOLLOWS:

Chapter 22, Section 22-46 “Restaurants” shall be defined as follows:

“*Restaurant*” means any business that is primarily engaged in the sale of ready to eat food for immediate consumption in a publicly kept, used, and maintained space. Such space being provided with adequate and sanitary dining room equipment, and adequate and sanitary commercial kitchen equipment for food preparation. For the purposes of this definition, restaurants would include concessions and other food establishments where food is intended for immediate or on-site consumption.

Passed by The City Council of Loves Park this _____ day of _____, 2018

Greg Jury, Mayor

ATTEST: Bob Burden, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY OF LOVES PARK CODE OF ORDINANCES TO PROHIBIT ELECTRONIC SWEEPSTAKES MACHINES

WHEREAS, pursuant to 65 ILCS 5/11-5-1 the City of Loves Park, Illinois (“City”) is authorized and empowered to regulate “gaming, gambling houses, lotteries, and all fraudulent devices or practices for the purpose of obtaining money or property;” and

WHEREAS, pursuant to 65 ILCS 5/11-42-1 the City of Loves Park, Illinois (“City”) is further authorized and empowered to regulate “amusements;” and

WHEREAS, Chapter 54 of the Loves Park Code of Ordinances (“Code”) regulates Offenses and Miscellaneous Provisions; and

WHEREAS, the City desires to amend certain provisions of Chapter 54 of its Code to define and ban the furnishing and use of Sweepstakes Machines within the City; and

WHEREAS, the City has determined that such amendments are in the best interests of the City and its citizens and is necessary for the public health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS AS FOLLOWS:

1) Chapter 54, Section 54-61 of the Code of Ordinances of the City of Loves Park is hereby amended to add the following terms:

Electronic Machine or Device means a mechanically, electrically or electronically operated machine or device, that is owned, leased or otherwise possessed by a sweepstakes sponsor or promoter, or any of the sweepstakes sponsor’s or promotor’s partners, subsidiaries, contractors or affiliates, that is intended to be used by a sweepstakes entrant that is capable of displaying information on a screen or other mechanism.

Entertainment Display means visual information capable of being seen by an entrant that takes the form of actual or simulated game play of games, including, but not limited to, video poker or any other playing card game; a bingo game; a craps game; a lotto game; a casino or gambling game; a game based on or involving the random or chance matching of different pictures, words, symbols or numbers not dependent on the skill or dexterity of the player; and any other video game the outcome of which is not in whole or in part dependent on the skill or dexterity of the player that is played in the course of revealing a Sweepstakes Prize as a result of entry into a sweepstakes.

Entry Process for the purpose of this section means the act or process by which a person becomes eligible to receive any Sweepstakes Prize offered in a Sweepstakes.

Sweepstakes Prize means any gift, award, gratuity, good, service, credit, or anything else of value, which may be transferred to a person, whether possession of the Prize is actually transferred, or placed on an account or other record as evidence of the intent to transfer the Prize.

Sweepstakes means any game, advertising scheme or plan, or other promotion, which, with or without payment of any consideration, a person may enter to win or become eligible to receive any Sweepstakes Prize, the determination of which is based upon an element of chance.

2) Chapter 54, Section 54-66 of the Code of Ordinances of the City of Loves Park is hereby amended to read as follows:

Sec. 54-66. ELECTRONIC SWEEPSTAKES MACHINES PROHIBITED

- (a) It shall be unlawful for any person to operate, or place into operation, an Electronic Machine or Device to conduct a Sweepstakes through the use of an Entertainment Display, including the Entry Process or reveal of a Sweepstakes Prize.
 - (b) It shall be unlawful for any person to operate, or place into operation, an Electronic Machine or Device to promote a Sweepstakes that is conducted through the use of an Entertainment Display, including the Entry Process or reveal of a Sweepstakes Prize.
- 3) If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.**
- 4) All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.**
- 5) This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.**

Passed by The City Council of Loves Park this ____ day of _____, 2019

AYES:

NAYS:

PUBLISHED:

ABSENT:

ATTEST:

Mayor Gregory R. Jury

City Clerk Robert Burden

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY OF LOVES PARK CODE OF ORDINANCES TO ADD RESTRICTIONS TO LIQUOR LICENSE CLASSES

WHEREAS, pursuant to 235 ILCS 5/4-4 the City of Loves Park, Illinois (“City”) is authorized and empowered to grant or suspend for cause all local liquor licenses through the local liquor control commissioner; and

WHEREAS, Chapter 6, Section 6-43 of the Loves Park Code of Ordinances (“Code”) identifies the classes of liquor licenses and their restrictions; and

WHEREAS, the City desires to amend certain provisions of Chapter 6 of its Code to further restrict the conduct allowed on premises holding a local liquor license; and

WHEREAS, the City has determined that such amendments are in the best interests of the City and its citizens and is necessary for the public health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS AS FOLLOWS:

- 1) Chapter 6, Section 6-43 (b) of the Code of Ordinances of the City of Loves Park is hereby created to read as follows:

6-43(b) In addition to their respective restrictions; No class of license shall allow the operation or promotion of any Sweepstakes Machine or other such similar machine to those prohibited by Chapter 54, Section 54-66 of this Code on the licensed premises. Any licensed premise which operates, maintains and/or promotes such machine(s) shall be subject to suspension or revocation of its license and any associated fines or other action authorized by this Code.

- 2) If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.
- 3) All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
- 4) This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by The City Council of Loves Park this _____ day of January 2019.

AYES:

NAYS:

PUBLISHED:

ABSENT:

ATTEST:

Mayor Gregory Jury

City Clerk Robert Burden

ORDINANCE NO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK,
ILLINOIS:

WHEREAS, upon the petition for the renewal of a Special Use Permit as provided for in Ordinance No. 795 of the City of Loves Park, Illinois and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report containing findings of fact and recommending the approval of the Special Use Permit

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

That a renewal for a Special Use Permit for a car and dog wash establishment in the CR (Commercial Retail) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Part of Lot Two (2) as designated upon the Plat of Road Ranger being a subdivision of Part of the Northeast Quarter (1/4) of Section 4, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which subdivision is recorded September 23, 2009 in Book 49 of Plats on Page 19B as document number 200900949221 in the Recorder's Office of Winnebago County, Illinois; Bounded and described as follows, to-wit: Beginning at the Southeast corner of said Lot 2 as aforesaid, Being the Southwest corner of Lot 1 of said subdivision; thence South 89 degrees 37 Minutes 49 Seconds West, along the South Line of said Lot 2 as aforesaid, 160.44 Feet; thence North 00 degrees 00 Minutes 00 seconds East, parallel with the East Line of said Lot 2, a distance of 272.03 Feet to the Westerly extension of the Northerly Line of said Lot 1 as aforesaid; thence North 90 Degrees 00 Minutes 00 Seconds East, along said Westerly Extension as aforesaid, 160.44 Feet to the Northwest Corner of said Lot 1; thence South 00 Degrees 00 Minutes 00 Seconds East, along the West Line of said Lot 1 and the East Line of said Lot 2 as aforesaid, 271.00 Feet to the point of beginning; situated in the County of Winnebago and the State of Illinois

COMMONLY KNOWN AS: 5902 E. Riverside Boulevard
PROPERTY CODE: 12-04-276-013

CONDITION(S):

1. The Special Use Permit expires with the discontinuance of the business, change in property ownership, discontinuance of the business, or change in business ownership.
2. The Special Use Permit shall expire with verified complaints from adjacent property owners, business owners, or local authorities.

3. The Special Use Permit shall expire after 1 year.
4. The amended site plan dated 6/22/18 shall be accepted as the official site plan, which includes the installation of all required elements such as parking, dumpster enclosure, and landscaping.
5. The site plan, as approved by the Zoning Board of Appeals, shall be tied to the approval for the special use.

The findings and recommendation of the Zoning Board of Appeals on the question of granting this Special Use Permit, in addition to the Site Plan approved by the Zoning Board of Appeals, are hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:



PROJECT NAME
COMPETES NAME

EXTREME
CLEAN \$3.00
EXPRESS CAR
WASH
5902 E.
RIVERSIDE
BLVD, LOVES
PARK, IL

RECEIPT FOR		DATE
CITY OF PHOENIX		7-2-11
1. NAME PERSON		7-2-11
2. ADDRESS		
3. CITY		
4. STATE		
5. ZIP		
6. PHONE		
7. FAX		
8. E-MAIL		
9. COMMENTS		
10. SIGNATURE		
11. DATE		
12. SIGNATURE		
13. DATE		
14. SIGNATURE		
15. DATE		
16. SIGNATURE		
17. DATE		

SHEET TITLE
LANDSCAPE PLAN

PROJECT NUMBER	17074
SHEET NUMBER	L01



PLANT LEGEND

-

PLANT LIST

[illegible]

PLANTING NOTES

- [illegible]

ORDINANCE NO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK,
ILLINOIS:

WHEREAS, upon the petition for a Special Use Permit as provided for in Ordinance No. 795 of the City of Loves Park, Illinois and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report containing findings of fact and recommending the approval of the Special Use Permit

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

That a Special Use Permit for a drive-thru window in a multi-tenant commercial retail building in the CR (Commercial Retail) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Lot 20 as designated upon Plat No. 5 of Rock Valley Business Park, being a Subdivision of Part of the West Half of the Northwest Quarter of Section 3, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which is recorded in Book 39 of Plats on Page 24b in the Recorder's Office of Winnebago County, Illinois; Situated in The County of Winnebago and State of Illinois

PROPERTY CODE: 12-03-151-004
COMMONLY KNOWN AS: 6020 E. Riverside Boulevard

Conditions:

1. The Special Use Permit expires with the change in property ownership, change in business ownership, or discontinuance of the business for 6020 E. Riverside Boulevard, and 6100 E. Riverside Boulevard.
2. The property owner shall be required to install a sidewalk between properties, and additional lighting for off-site dumpster area. The sidewalk shall be installed no later than May 31, 2019, and the additional security lighting shall be installed before the business opens to the public for 6020 E. Riverside Boulevard and 6100 E. Riverside Boulevard
3. The Special Use Permit shall be renewed 1 year from the date of approval.

The findings and recommendation of the Zoning Board of Appeals on the question of granting this Special Use Permit, in addition to the Site Plan approved by the Zoning Board of Appeals, are hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

[illegible]

PREPARED BY:
R.K. JOHNSON & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS - LAND SURVEYORS
1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111
(815) 633-5097 FAX (815) 633-4593
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004994
OCTOBER 10, 2018 JOB NO. 15390
PREPARED FOR: RIVERSIDE BUSINESS CENTRE, INC.