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LOVES PARK CITY COUNCIL AGENDA—FEBRUARY 10, 2020 - 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 Pastor Brent Dahlseng of Grace Lutheran Church, 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**

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing the Mayor to sign an agreement with USCOC of Central Illinois, LLC. for the placement of small wireless facilities.**
- 2. Resolution authorizing the closure of N. Second Street for the Young At Heart parade to be held May 23, 2020.**
- 3. Resolution accepting the resignation of Tim Conley as Deputy Chief of the Loves Park Fire Department and authorizing the Mayor to enter into a separation agreement.**

XII. ORDINANCES 2ND READING

XIII. ORDINANCES 1ST READING

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, February 3, 2020

Loves Park City Hall

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

Alderman John Jacobson opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

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

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 01/27/20 The Journal of Proceedings for the regular meeting of January 27, 2020 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
2. Marilyn Galligan Received a letter from Water Department employee Marilyn Galligan, announcing her retirement, effective May 1, 2020. Placed on file.
3. Comcast Increases Received a notice of price increases for packages from Comcast, effective March 19, 2020. Placed on file.
4. Special Olympic Received a letter from the Special Olympics of Illinois, thanking the City of Loves Park for its donation to the Law Enforcement Torch Run. Placed on file.
5. SEP/Ritschel Foundation 5K Run Request Received a Special Event Permit application for the Nikolas Ritschel Foundation for the 5K Run, to be held on a portion of Loves Park streets on Saturday, March 14, 2020. Referred to Alderman Peterson of the Codes and Regulations Committee.
6. SEP/Ritschel Foundation 5K Run Approved Alderman Peterson of the Codes and Regulations Committee moved to approve a Special Event Permit application for the Nikolas Ritschel Foundation for the 5K Run, to be held on a portion of Loves Park streets on Saturday, March 14, 2020. Second by Alderman Warden. Motion carried by voice vote.
7. Water Department Bills Alderman Jacobson presented the Water Department bills dated January 27, 2020, in the amount of \$40,540.48, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
8. General Fund Bills Alderman Jacobson presented the General Fund bills dated January 27, 2020, in the amount of \$284,239.71, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
9. Public Safety Report Alderman Allton presented the Police Department Report dated February 3, 2020, to be placed on file.

10. Public Works Report Alderman Schlensker presented the Street Department Report dated February 3, 2020; presented the Water Department Report dated February 3, 2020, to be placed on file.
11. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated February 3, 2020 in the amount of \$130,018.62; for consideration at next week's city council meeting; presented the minutes from the committee meeting held January 27, 2020, to be placed on file.
12. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated February 3, 2020 in the amount of \$85,861.44, for consideration at next week's city council meeting.
13. ORD 4318-20
General Obligation Refunding Alternate Bonds Series 2017 Alderman Jacobson presented for second reading an ordinance abating the tax levied for Year 2019 to pay principal and interest on \$4,100,000.00 General Obligation Refunding Alternate Bonds, Series 2017, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
ORDINANCE NO. 4318-20
14. ORD 4319-20
General Obligation Bonds, Series 2012 Alderman Jacobson presented for second reading an ordinance abating the tax levied for Year 2020 to pay debt service on \$640,000.00 General Obligation Bonds, Series 2012, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
ORDINANCE NO. 4319-20
15. Motion To Enter Executive Session Alderman Jacobson moved to enter executive session pursuant to 5 ILCS 120/2(c) (1) to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific city employees. Second by Alderman Pruitt. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
16. Enter Session City Council entered closed executive session at 6:08 p.m.
17. Reconvene Regular Order Of Business Alderman Little moved to reconvene to regular order of business at 6:20 p.m. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
18. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:21 p.m.

APPROVED:

Robert J. Burden, City Clerk
STANDING COMMITTEE MEETINGS:

Community Development:	Following City Council Meeting 6:15 p.m.
Finance and Administration:	Prior to Council Meeting 5:40 p.m.
Public Works:	Prior to Council Meeting 5:15 p.m.
Zoning Board of Appeals:	3 rd Thursday of the Month 5:30 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: 02/10/2020

Subject: Police Activity Report

Police activity report for the week of 01/26/2020 through 02/01/2020

Calls for Service 606

Total Number of Arrests 342

Accidents 15

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 February 3, 2020 thru February 10, 2020

Previous week's activity:

1. Continued working on trucks.
2. Helped Water Dept. with main break.
3. Filled potholes.
4. Rinsed and washed plow trucks.
5. Cleaned up some debris around the Fire Station #2 office.

Proposed work:

1. Continue working on trucks.
2. Fill Potholes.
3. Start tree removals.
4. Repair street lights along N2nd.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **1/29/20-2/5/20**

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. Continued radio read meter installation
3. Continued installing high efficiency lighting in filter plant #1
4. Monitored test pumping for new well #7 on Windsor Rd.
5. Repaired main break at 730 Loves Park Dr.

Work anticipated for this week:

1. Routine work
2. Continue radio read meter installation
3. Repair hydrant at the intersection of Riverside Blvd. and Renn Hart Hills

MONTHLY BUILDING REPORT LOVES PARK JANUARY 2020 SUMMARY

VALUATION

COMMERCIAL/ASSEMBLY NEW CONSTRUCTION*	0 UNITS	\$0.00
RESIDENTIAL NEW CONSTRUCTION	2 UNITS	\$247,584.00
OTHERS (Remodels, Additions, Accessory Structures, Roofs, Siding etc. <u><i>This total is building permits only</i></u>)	15	\$323,184.00
<i>Valuation Grand Total</i>		\$570,768.00
TOTAL PERMITS ISSUED (ALL TRADES)	60	
PERMIT FEES COLLECTED	\$9,409.00	

MONTHLY FEES COLLECTED- MACHESNEY PARK JANUARY 2020 SUMMARY

PERMIT FEES	\$4,979.08
INSPECTION FEES	\$0.00
TOTAL	\$4,979.08

JANUARY 2020 RESIDENTIAL/NEW CONSTRUCTION			
ADDRESS	STREET NAME	BUILDING EST VALUE (\$)	BLDG PERMIT APPL DATE
TOTAL COMMERCIAL/ASSEMBLY		\$0.00	
7168	STEARMAN DRIVE	\$122,292.00	21-Jan-20
7176	STEARMAN DRIVE	\$125,292.00	21-Jan-20
TOTAL RESIDENTIAL		\$247,584.00	2

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
FEBRUARY 10, 2020 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD FEBRUARY 3, 2020**
- 4. ITEMS FOR CONSIDERATION**
 - A. Resolution authorizing the Mayor to sign an agreement with USCOC of Central Illinois, LLC. for the placement of small wireless facilities.
 - B. Resolution authorizing the closure of N. Second Street for the Young At Heart parade to be held May 23, 2020.
 - C. Resolution accepting the resignation of Tim Conley as Deputy Chief of the Loves Park Fire Department and authorizing the Mayor to enter into a separation agreement.
- 5. LIST OF BILLS**
- 6. GENERAL DISCUSSION/PUBLIC COMMENT**
- 7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: February 3, 2020

CALLED TO ORDER: 5:40 P.M.

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

ALSO PRESENT: Mayor Jury, Clerk Burden, Treasurer Danielson, Steve Thompson, Attorney Galluzzo, Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, Jim Puckett, Clint Little, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: January 27, 2020

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

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Adjournment.

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

Adjournment: 5:41 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE



AGENDA
LOVES PARK ZONING BOARD OF APPEALS
February 20, 2020
CITY COUNCIL CHAMBERS
5:30 P.M.
100 HEART BOULEVARD

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **December 19, 2019** meeting
3. Report from the Zoning Office - None
4. Unfinished business –
 - A. **TEXT AMENDMENT** – A Text Amendment to allow car dealerships as a permitted use, by Special use Permit in the CR (Commercial Retail) & N. Second Street Overlay District.
 - B. **5400 N. SECOND STREET & 5312 N. SECOND STREET** – A Special Use Permit to allow an automobile sales and service station with interior and exterior automobile sales areas in the CR (Commercial Retail) & N. Second Street Overlay Districts.
5. New business –
 - A. **4075 N. MULFORD ROAD** - A Special Use Permit for a golf cart sales and repair service, retail printing, with a small outside sales display area, and outside storage.
6. Public participation & comment
7. General discussion
8. Adjournment

Andrew Quintanilla
Zoning Officer

MINUTES OF THE LOVES PARK ZONING BOARD OF APPEALS
THURSDAY, DECEMBER 19, 2019
5:30 P.M.
CITY COUNCIL CHAMBERS
LOVES PARK CITY HALL

1. CHAIRMAN ALISE HOWLETT CALLED THE MEETING TO ORDER AT 5:30 P.M.

MEMBERS PRESENT: ALISE HOWLETT, DENNIS HENDRICKS, CATHY NELSON,
BRIAN KERN,

ABSENT: SHAWN NOVAK, LYNDI TOOHILL

OTHERS PRESENT: ANDREW QUINTANILLA – ZONING OFFICER
ATTORNEY PHIL NICOLOSI
SHEILA MILLS – SECRETARY

Chairman Howlett announced that the next Community Development Committee meeting is scheduled for Monday, December 30, 2019 at 6:15 p.m.

2. MINUTES

Mrs. Nelson moved to approve the minutes from the meeting held November 21, 2019.
Second by Mr. Hendricks. Motion carried by voice vote.

3. ZONING OFFICE REPORT

None

5. UNFINISHED BUSINESS

A. **TEXT AMENDMENT – A TEXT AMENDMENT TO ALLOW CAR DEALERSHIPS AS A PERMITTED USE BY SPECIAL USE PERMIT IN THE CR ZONING AND N. SECOND STREET OVERLAY DISTRICTS.**

B. **5312/5400 N. SECOND STREET – SPECIAL USE PERMIT TO ALLOW AN AUTOMOBILE SALES AND SERVICE STATION WITH INTERIOR AND EXTERIOR AUTOMOBILE SALES AREAS IN THE CR AND N. SECOND STREET OVERLAY DISTRICTS.**

Mrs. Nelson moved to layover Items C and D until next month's meeting. Second by Mr. Kern.

MOTION APPROVED 4-0, WITH CHAIRMAN HOWLETT VOTING

6. NEW BUSINESS

A. **7155 WINDSOR LAKE PARKWAY – SPECIAL USE PERMIT FOR A FITNESS ESTABLISHMENT IN THE CR ZONING DISTRICT.** Appropriate notice has been given.

Chelsey Ditto Bradley, 733 E. Riverside Blvd., Loves Park, IL was sworn in as Petitioner and indicated that she is requesting a Special Use Permit for a fitness establishment at this location. Mrs. Bradley stated that the business will focus on individual and small group training and the hours of operations will be limited and coordinated with the neighboring event business.

Elizabeth Titus, 4901 Zenith Parkway, Machesney Park, IL 61115, was sworn in and spoke in favor of the Special Use Permit.

No objectors present.

Mr. Hendricks moved to approve a Special Use Permit for a fitness establishment in the CR Zoning District for the property known as 7155 Windsor Lake Parkway, with the following conditions:

1. The Special Use Permit shall expire with the discontinuance of the fitness establishment, or change in business ownership.
2. The Special Use Permit shall be revoked with verified complaints from adjacent businesses, residents or local authorities.
3. All items used for training shall be confined to the unit. Low impact, low noise exercise shall be permitted outside of the building.

Second by Mrs. Nelson. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

MOTION APPROVED 4-0, WITH CHAIRMAN HOWLETT VOTING

7. PUBLIC PARTICIPATION AND COMMENT

None

8. General Discussion

None

Mrs. Nelson that the meeting be adjourned. Second by Mr. Hendricks. Motion carried by voice vote. The meeting adjourned at 5:50 p.m.

Sheila Mills, Secretary

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO:

COMMITTEE: Finance and Administration

DATE: February 10, 2020

Resolved, by the adoption of this Resolution, Mayor Gregory Jury is authorized to sign an agreement with USCOC of Central Illinois, LLC. for the use of certain, City owned utility poles, and the installation of new utility poles within City owned and maintained right-of-way, for the placement of small wireless facilities. Attached to this resolution is a copy of the *Master Pole Attachment Agreement* with USCOC.

Gregory Jury – Mayor

Alderman John Jacobson – Chairman

Alderman Mark Peterson

Alderman John Pruitt

Attest Robert J. Burden – City Clerk

Alderman Chuck Frykman

Motion:

Second:

Voting:

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agreement) made this ____ day of _____, 2020, between the City of Loves Park, with its principal offices located at 100 Heart Boulevard, Loves Park, IL 61111, hereinafter designated "LICENSOR" and USCOC of Central Illinois, LLC, an Illinois limited liability company, with its principal offices at 8410 W. Bryn Mawr Avenue, Chicago, Illinois 60631, Attention: Real Estate Lease Administration, hereinafter designated "LICENSEE". LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, in the alternative, LICENSOR is the owner of certain right-of-way property that LICENSEE desires to install, at its sole costs and expense, certain utility poles or wireless support structures, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE and further which utility poles or wireless support structures, the LICENSEE desires to convey ownership of to the LICENSOR once installed; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Chapter 102 "Zoning" of the City of Loves Park Code of Ordinances, as now or hereafter amended) shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) **PERMIT APPLICATION.** For each small wireless facility, LICENSEE shall submit an application to LICENSOR for permit that includes:
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
 - g) The application fee due.

3) APPLICATION FEES. Application fees are subject to the following requirements:

- a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
- b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment or any other communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall comply with all placement, height and design regulations set forth in Chapter 102 "Zoning" of the City Code of Ordinances and the Small Wireless Facilities

Deployment Act, shall any and all applicable permits necessary for the installation of the small wireless facilities, and shall otherwise comply with any and all applicable federal, state and local laws, rules, regulations and ordinances.

- c) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with applicable codes for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- d) LICENSEE shall comply with the all applicable codes and local code provisions or regulations, as now or hereafter amended, that concern public safety.
- e) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- f) LICENSEE shall comply with written design standards that are generally applicable for decorative utility poles, or stealth, concealment, and aesthetic requirements that are set forth in a LICENSOR ordinance, written policy adopted by the LICENSOR, LICENSOR's comprehensive plan, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

NEW UTILITY POLES. To the extent a new utility pole is required to be installed as a part of installing a small wireless facility, LICENSEE, at its sole costs and expense, shall install the Utility Poles on the Property in the locations identified in any particular Schedule to this Agreement. The materials, specifications and installation of such Utility Poles shall be in accordance with plans and specifications submitted by LICENSEE and approved by the LICENSOR and in conformance with any and all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to Chapter 102 "Zoning" of the City Code of Ordinances. Prior to commencing any installation, LICENSEE will coordinate with the LICENSOR to schedule installation of the Utility Poles and shall have obtained any and all necessary permits. Upon installation of the Utility Poles, the LICENSOR will inspect the Utility Poles and if acceptable and in accordance with all applicable laws, rules, regulations and ordinances, the LICENSOR will accept ownership of the Utility Poles. LICENSEE will provide the City with documentation, acceptable to the LICENSOR, conveying ownership of the Utility Poles to the LICENSOR.

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within 90 days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved

on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Small Wireless Facilities Deployment Act., as now or hereafter amended.

- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Small Wireless Facilities Deployment Act, as now or hereafter amended.
- c) LICENSOR shall approve an application unless the application does not meet the requirements of the Small Wireless Facilities Deployment Act as now or hereafter amended. If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the Requirements of Chapter 102 "Zoning" of the City Code of Ordinances require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within 30 days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.
- d) COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant with 30 days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the application to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.

- e) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
 - f) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of (not less than 5 years), and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Chapter 102 "Zoning" of the City Code of Ordinances, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each

Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within 90 days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within 60 days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.

- 12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.

- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to

the extent that the timing requirements are otherwise addressed in the Illinois Small Wireless Facilities Deployment Act.(50 ILCS 840). The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.

- 14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.

15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.
- 19) INSURANCE. LICENSEE and LICENSOR shall carry, at their own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to their activities on LICENSOR improvements or rights-of-way including coverage for bodily injury and property damage with limits not less than \$2,000,000.00 for injury to or death of one or more persons in any one occurrence and \$1,000,000.00 for damage or destruction to property in any one occurrence.) LICENSEE and LICENSOR shall include the other as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the other in a commercial general liability policy.]

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to

LICENSOR evidence sufficient to demonstrate LICENSEE'S financial ability to self-insure the insurance coverage and limits required by LICENSOR.

- 20) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

The LICENSOR will provide the LICENSEE with prompt, written notice of any written claim covered by this indemnification; provided that any failure of the LICENSOR to provide any such notice, or to provide it promptly, shall not relieve the LICENSEE from its indemnification obligations in respect of such claim, except to the extent the LICENSEE can establish actual prejudice and direct damages as a result thereof. The LICENSOR will cooperate appropriately with the LICENSEE in connection with the LICENSEE'S defense of such claim. The LICENSEE shall defend LICENSOR, at the LICENSOR'S request, against any claim with counsel reasonably satisfactory to the LICENSOR. The LICENSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LICENSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LICENSOR.

- 21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

- 22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:

Title Attn: Mayor Gregory R. Jury
City City of Loves Park
Address 100 Heart Boulevard
City, State Zip Loves Park, IL 61111

Copy to:

Legal Counsel : Galluzzo Law Group, LLC
Address : 6735 Vistagreen Way, Suite 210
City, State Zip : Rockford, IL 61107

LICENSEE:

USCOC of Central Illinois, LLC
Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching

Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.

- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).
- 28) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The

performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.

30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

City of Loves Park, an Illinois Municipal Corporation

BY: _____

Name:

Title:

Date: _____

LICENSEE: USCOC of Central Illinois, LLC

BY:

Name: _____

Title: Vice President

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this ____ day of _____, _____, between **the City of Loves Park**, whose principal place of business is 100 Heart Boulevard, Loves Park, IL 61111 (LICENSOR), and USCOC of Central Illinois, LLC, an Illinois limited liability company, whose principal place of business is 8410 W. Bryn Mawr Avenue, Chicago, Illinois 60631, Attention: Real Estate Lease Administration (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City of Loves Park and _____, dated _____, 20____, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by Licensor is located at _____. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be \$200.00 per year per each wireless facility which LICENSEE attaches to LICENSOR's pole, payable to LICENSOR at 100 Heart Boulevard, Loves Park, IL 61111. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

City of Loves Park, an Illinois Municipal Corporation

BY: _____

Name:

Title:

Date: _____

LICENSEE

USCOC of Central Illinois, LLC

BY:

Name: _____

Title: Vice President

Date: _____

EXHIBIT 1

Premises (Location and Site Specific Conditions)

[illegible]

CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: FEBRUARY 10, 2019

DEPARTMENT: FINANCE &
ADMINISTRATION COMMITTEE

WHEREAS, The City of Loves Park is sponsoring the YOUNG AT HEART PARADE in the City of Loves Park, which constitutes a public purpose:

WHEREAS, this YOUNG AT HEART PARADE will require the temporary closure of the northbound lanes of Highway 251, a State Highway in the City of Loves Park, from 4800 North Second Street to 6300 North Second Street.

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Loves Park, that permission to close off the northbound lanes of Highway 251 from 4800 North Second Street to 6300 North Second Street, as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 9:00 a.m. and 12:00 noon on May 23, 2020.

BE IT FURTHER RESOLVED, that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic*). The detour route shall be as follows: Two-way traffic will be coordinated in the southbound portion of the highway. *To be used when appropriate.

BE IT FURTHER RESOLVED, the City of Loves Park assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Loves Park, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Loves Park prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Loves Park as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Loves Park.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required).

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Loves Park shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this Resolution. The obligation is binding upon the City of Loves Park regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the City of Loves Park shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the minimum amount of \$1,000,000.00 per person and \$2,000,000.00 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

ADOPTED by the CITY COUNCIL of the CITY OF LOVES PARK this ____ day
of _____, 2020, A.D.

MAYOR

ATTEST: _____
CITY CLERK

John Jacobson – Finance & Admin Chairman

Mark Peterson – Vice Chairman

John Pruitt – Alderman

Charles Frykman - Alderman

Motion:

Second:

Voting:

CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: FEBRUARY 10, 2010

**DEPARTMENT: FINANCE &
ADMINISTRATION COMMITTEE**

A RESOLUTION ACCEPTING THE RESIGNATION OF TIM CONLEY AS DEPUTY CHIEF OF THE LOVES PARK FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO ENTER INTO A SEPARATION AGREEMENT.

WHEREAS, the Mayor is charged with the responsibility of exercising control of all City Departments; and

WHEREAS, the Mayor further has the authority to appoint and remove officers of the municipality; and

WHEREAS, the Mayor, upon the advice of a department Head, negotiated the resignation of a City Employee inclusive of a severance and release contained in a Separation Agreement; and

WHEREAS, the City has determined said Separation Agreement to be in the best interests of the City to finalize separation from City employment with equity.

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 resignation of Tim Conley as Deputy Fire Chief is accepted.
3. The actions of the Mayor in negotiating a Separation Agreement including both a severance and release are approved and ratified and the Mayor is authorized to execute the Separation Agreement.

Alderman John Jacobson, Chairman

Alderman Mark Peterson, Vice Chairman

Alderman John Pruitt

Alderman Charles Frykman

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:
SECOND:
VOTING: