

Mascoutah City Council

May 1, 2017

REGULAR MEETING AGENDA

City Council Meeting - 7:00 pm

1. PRAYER & PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

4. AMEND AGENDA – consideration of items to be added/ deleted to /from the meeting agenda. *No action can be taken on added items, but may be discussed only. Exceptions – emergency items as authorized by law.*

5. MINUTES, April 17, 2017 City Council Meeting (Page 1 to Page 5)

6. PUBLIC COMMENTS (3 minutes) – opportunity for the public to comment.

7. REPORTS AND COMMUNICATIONS

A. Mayor

- Proclamation
- Presentation to outgoing Council Member Ben Grodeon

B. City Council

C. City Manager

- Presentation of Life Saving Acknowledgement Award by Police Chief Scott Waldrup

D. City Attorney

E. City Clerk

8. SWEARING IN

- ##### A. Mayor Gerald Daugherty and Council Members Pat McMahan and Michael Baker by City Clerk

9. COUNCIL BUSINESS

A. Council Items for Action:

1. Appointments, Reappointments, and Ratifications

(Page 6 to Page 8)

Description: Council acceptance of various appointments, reappointments and ratifications.

Recommendation: Council Approval.

2. Code Change – Stop Intersections

(Page 9 to Page 11)

Description: Council approval and adoption of Ordinance to amend Schedule A – Stop Intersections.

Recommendation: Council Approval and Adoption of Ordinance.

3. St. Clair County Contracts for Dispatching Services

(Page 12 to Page 12)

Description: Council approval of three contracts with St. Clair County, Illinois for Coordinated Communications Services (dispatching services) provided for the year of 2017 for the Police, EMS and Fire Departments.

Recommendation: Council Approval.

4. Verizon Small Cells Agreement

(Page 13 to Page 38)

Description: Council approval of small cell agreement with Verizon Wireless.

Recommendation: Council Approval.

B. Council Miscellaneous Items

C. City Manager

- Yard Waste Gate Discussion
- Poplar Street Construction

10. PUBLIC COMMENTS (3 MINUTES)

11. ADJOURNMENT TO EXECUTIVE SESSION

- A. Litigation – Section 2(c)(11)

13. MISCELLANEOUS OR FINAL ACTIONS

14. ADJOURNMENT

POSTED 4/28/17 at 5:00 PM

**CITY OF MASCOUTAH
CITY COUNCIL MINUTES
#3 WEST MAIN STREET
MASCOUTAH, IL 62258-2030**

APRIL 17, 2017

The minutes of the regular meeting of the City Council of the City of Mascoutah.

PRAYER AND PLEDGE OF ALLEGIANCE

City prayer was delivered by City Clerk Kari Haas. The Council remained standing and recited the Pledge of Allegiance.

CALL TO ORDER

Mayor Gerald Daugherty called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Mayor Gerald Daugherty and Council members Ben Grodeon, Paul Schorr, John Weyant, and Pat McMahan.

Absent: None.

Other Staff Present: City Manager Cody Hawkins, City Clerk Kari Haas, City Attorney Al Paulson, Assistant City Manager Mike Bolt, Finance Coordinator Lynn Weidenbenner, Assistant Fire Chief Rob Stookey, and Police Chief Scott Waldrup.

Establishment of a Quorum: A quorum of City Council members was present.

AMEND AGENDA

None.

MINUTES

The minutes of the April 3, 2017 regular City Council meeting were presented and approved as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

None.

DEPARTMENT REPORTS

Assistant Fire Chief Rob Stookey – March 2017 report was provided. Assistant Fire Chief stated that the open house will be on Sunday, May 7th.

Police Chief Scott Waldrup – March 2017 report was provided.

Police Chief provided information regarding Officer Jared Lambert's police career to date. City Clerk Kari Haas swore in Officer Jared Lambert as Sergeant.

Finance Coordinator Lynn Weidenbenner – Monthly financials provided. Councilman Weyant asked about the developer expense (in/out) line item. Finance Coordinator stated that account is used for the different work for developments and subdivisions that are billed to the developers for materials.

City Engineer/Director of Public Works Tom Quirk – absent – Status report on public projects and monthly building permits report provided. Mayor asked about the update on the facilities planning study and answer from IEPA. City Manager stated that he knows it does take time but can have the City Engineer try to get an update from IEPA. Councilman Schorr asked about an update on easement acquisitions for the Phase II Electric project. City Manager stated that we are waiting for the appraisals to come in which should be this month and then they will begin working on the easements. Councilman Weyant asked about South 10th Street improvements and an update on the grading and seeding. City Manager stated that he will have the City Engineer look into it. Councilman Grodeon asked about the grant award from MEPRD. City Manager stated that \$18,000 was approved and awarded; it is an 75/25 match grant; work has commenced on the project.

REPORTS AND COMMUNICATIONS

Mayor

Presented proclamation to the VFW proclaiming May 6, 2017 as Buddy Poppy Day.

Attended the following meetings and functions: Chamber meeting, SWIL Leadership Council annual awards dinner, benefit dinner for the Southern IL epilepsy association, way of the cross walk on Good Friday, meeting with IML Director Brad Cole.

City Council

Grodeon – Attended the following meetings and functions: Toured museums in Springfield, Mascoutah running club, Lion's Club Easter egg hunt.

Schorr – Attended the following meetings and functions: Chamber meeting, opening ceremonies at the museum for the World War I exhibit.

Weyant – Attended the following meetings and functions: Opening ceremonies at the museum for the World War I exhibit.

McMahan – Attended the following meetings and functions: Chamber meeting.

City Manager – Nothing to report.

City Attorney – Nothing to report.

City Clerk – Nothing to report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The March 2017 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

Councilman Schorr asked how we are doing with getting money from the state. Finance Coordinator stated that we are one month behind on state income tax but that is the current trend and everything else is being received on time.

Councilman Schorr asked about the Breathalyzer purchase. Police Chief stated that the software on the old machine was outdated and obsolete so we were forced to purchase a new one.

Councilman Grodeon asked about the bills for dumpsters for demolitions and if liens are placed on those properties for those costs. City Manager stated that all costs for the demolitions are billed to the previous owner and when not paid, liens are placed on the property. City Attorney explained the process of the liens.

City Attorney stated that the Mendez property auction was conducted and the City took ownership of the property. City Attorney stated that there is interest by other parties to purchase the property so he recommended the City put the property up for sale to recoup the City's expenses. Council discussed the property and was in consensus to obtain an appraisal of the property before placing the property up for sale.

Grodeon moved, seconded by Schorr, to accept all items under Omnibus consideration.

Motion passed. AYE's – Grodeon, Schorr, Weyant, McMahan, Daugherty. NAY's – none.

IDOT RESOLUTION / EXPENDITURE OF MFT FUNDS FOR MAINTENANCE OF STREETS AND HIGHWAYS

City Manager report for Council consideration of approval and adoption of resolution approving the 2017 Motor Fuel Tax Maintenance Program beginning May 1, 2017 and ending April 30, 2018.

McMahan moved, seconded by Weyant, to approve and adopt IDOT Resolution No. 16-17-24, a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code.

Motion passed. AYE's – Grodeon, Schorr, Weyant, McMahan, Daugherty. NAY's – none.

CONTRACT FOR EMS BILLING SERVICES AND COLLECTION AGENCY

City Manager report for Council consideration of approval of a contract with Andres Medical Billing for EMS billing and approval of a contract with Account Resolution Corporation for EMS collections.

City Attorney stated that he did review the contracts and they are for one year so if for some reason it does not work out, the City could research other companies if needed.

Councilman Grodeon asked if other cities are using this billing system. Police Chief stated that he did speak with Columbia and they were very pleased with their billing service. Police Chief stated that Alton just started with them a month or so ago.

Weyant moved, seconded by McMahan, to approve the contract with Andres Medical Billing, Ltd. / Fire Recovery EMS, LLC for EMS billing services and approve the contract with Account Resolution Corporation as the collection agency for EMS and authorize appropriate City officials to execute the required documents.

Motion passed. AYE's – Grodeon, Schorr, Weyant, McMahan, Daugherty. NAY's – none.

CODE CHANGE – STOP INTERSECTIONS

City Manager report for Council consideration of approval and adoption of an ordinance to amend Schedule A – Stop Intersections.

First reading. No action required.

COUNCIL – MISCELLANEOUS ITEMS

Councilman Schorr commented on the inserts in the utility bills and thought they were done very well.

Councilman Weyant stated that he was asked about how a business would get a handicap parking spot and signage. City Manager stated that they would need to contact him to discuss the options.

Councilman McMahan commented on how nice the new parking lot in Scheve Park looks but voiced concerns over the driveway off of 10th Street where it meets the sidewalk and how it is lower than the parking lot. Assistant City Manager stated that another layer of asphalt will be placed in the next few days.

Councilman McMahan commented on the water fountain at the dog park still leaking.

Councilman McMahan commented on some issues at the dog park and has spoken with the Police Chief regarding it but it is not really a police action; the rules are adopted and posted at the dog park so wanted to know how to handle aggressive dogs and if they can be banned from going back. City Attorney stated that those owners can be contacted and told that their

aggressive dogs are banned from the dog park. City Manager will take care of the issue and send a letter to the owner.

Councilman Grodeon commented on the large trash pile close to the dog park. Assistant City Manager stated that Steve Powers has been working on removing the material in small increments but will talk to him about expediting the clean-up process.

Councilman Grodeon asked about getting a copy of the fund balance and balance sheet reports after the end of this current fiscal year and a status report on the current debt.

CITY MANAGER – MISCELLANEOUS ITEMS

None.

PUBLIC COMMENTS

None.

MISCELLANEOUS OR FINAL ACTIONS

None.

ADJOURNMENT

Grodeon moved, seconded by McMahan, to **adjourn at 7:37 p.m.**

Motion passed. Motion passed by unanimous yes voice vote.


Kari D. Haas, City Clerk

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor and City Council

FROM: Cody Hawkins, City Manager

SUBJECT: **Appointments, Reappointments, and Ratifications**

MEETING DATE: May 1, 2017

REQUESTED ACTION:

Council acceptance of various appointments, reappointments and ratifications.

BACKGROUND:

Staff and Professional Services appointments/reappointments

City Clerk – Kari Haas, 4 years
Treasurer – Tom Klingelhofer, 4 years
Mascoutah Fire Department, 1 year – Fire Chief Joe Zinck, Assistant Fire Chief Rob Stookey, Deputy Fire Chief Greg Moll
City Attorney – Al Paulson (Alvin C. Paulson, Attorney at Law), 1 year
Engineer Services – Thouvenot, Wade & Moerchen, Inc., 1 year
Engineer Services (Electric) – Barnes, Henry, Meisenheimer, & Gende, Inc., 1 year

Boards and Commission appointments/reappointments

Planning Commission

Jack Klopmeier (reappointment – 4 years)

Parks & Recreation Commission

Ryan Hinrichs (reappointment – 4 years)
Mark Pruett (reappointment – 4 years)

Fire and Police Commission

Jim Cooper (reappointment – 3 years)

Police Pension Board

Terry Giles (reappointment – 2 years)

Library Board

Wayne Wilhelm (reappointment – 3 years)
Jordan Kneschke (reappointment – 3 years)
Susan Friederich (reappointment – 3 years)

Economic Development Commission

Charles Jefferson (appointment – 4 years, replace Mike Baker)

Cemetery Board

Bob Edwards (reappointment – 4 years)

Zoning Board of Appeals

Charles Jefferson (reappointment – 5 years)

Alison Gauch (appointment – 5 years, replace Timothy Friederich)

Board Ratifications: Must be done each year in order for the City to provide property and liability insurance to the City-owned buildings.

Leu Civic Center

Trisha Petroskus (President)

Patrick Miller (Vice President)

Mary Alice Koriath (Secretary)

Mark Laquet (Treasurer)

Patricia Peek (Executive Director)

Board members: Mike Hoercher, Erica Hodge, Gretchen Morio, Mildred Bass,
Trevor Reed, Kari Welker, Dean Henke and Mehdie Ataei

Senior Center

Lloyd Cauley (President)

Katie Stein (Director)

Lionel Timmerman (Treasurer)

Board members: Sharon Connor, Dominic Polczynski, Jack Klopmeier, and
Heidi Dodd

Mascoutah Improvement Association

Harold Knoth (President)

Steve Heizer (Vice President)

Pat McMahan (Treasurer)

Kathy LaQuet (Secretary)

Board members: Herb Knobloch, Jack Weyant, Greg Hoskins, and Don Karpel

Mascoutah Cemetery Chapel Committee

Jeanne Bullard (President)

Opal Reily (Vice President)

Bill O'Hara (Treasurer)

Cathy Hort (Secretary)

Board members: Marian Krausz, Clarence Richards, Clyde Lemke, Marjorie
Worms, David Hausmann, Keith Hinton, Troy Bullard, Nathan Bullard,
Shirley Hausmann, and Amy Sand

Mascoutah Historical Society

Kathy Bell (President)

Jack Klopmeier (Vice President)

Colleen Hoercher (Secretary)

Kathy Wesselmann (Treasurer)

Board members: Eugene Schnurr, Roger Grodeon, and Marilyn Welch

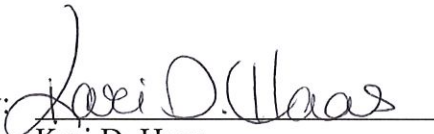
RECOMMENDATION:

Council acceptance of various appointments, reappointments and ratifications.

SUGGESTED MOTION:

I move that the Council accept the appointments, reappointments and ratifications as identified.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & City Council
FROM: Cody Hawkins – City Manager
SUBJECT: **Code Change – Stop Intersections (Second Reading)**

MEETING DATE: May 1, 2017

REQUESTED ACTION:

Council approval and adoption of an Ordinance to amend Schedule A – Stop Intersections.

BACKGROUND & STAFF COMMENTS:

Below is a recommendation from staff for stop intersections as a result of continued construction in the Greystone Subdivision.

I. ONE-WAY AND TWO-WAY STOPS

Through Streets

Pheasant Bend

Mallard Drive

Stop Streets - Direction

Widgeon Drive (Both)

Pheasant Bend

The Street Department will receive a work order to place stop signs at these locations after passage of the attached Ordinance.

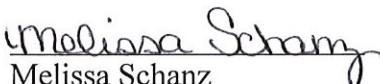
RECOMMENDATION:

Council approval and adoption of ordinance amending Schedule “A” – Stop Intersections.

SUGGESTED MOTION:

I move that the Council approve and adopt Ordinance No. 17-____, amending Chapter 24, Schedule “A” – Stop Intersections.

Prepared By:


Melissa Schanz
Executive Assistant

Approved By:


Cody Hawkins
City Manager

Attachments: A – Ordinance

ORDINANCE NO. 17-__

AN ORDINANCE AMENDING CHAPTER 24, SCHEDULE "A" – STOP INTERSECTIONS OF THE CITY OF MASCOUTAH CODE OF ORDINANCES

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That CHAPTER 24, ARTICLE IV – ILLINOIS VEHICLE CODE (Schedule "A" – Stop Intersections) be amended to add the following:

SCHEDULE "A" – STOP INTERSECTIONS

I. ONE-WAY AND TWO-WAY STOPS

Through Streets

Pheasant Bend

Mallard Drive

Stop Streets - Direction

Widgeon Drive (Both)

Pheasant Bend

SECTION 2: That the Ordinance shall be in full force and effect from after its passage and approval as provided by law.

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St. Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman _____, adopted on the following roll call vote on the 1st day of May, 2017, and deposited and filed in the Office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Paul Schorr	_____	_____	_____
John Weyant	_____	_____	_____
Pat McMahan	_____	_____	_____
Michael Baker	_____	_____	_____
Gerald Daugherty	_____	_____	_____

APPROVED by the Mayor of the City of Mascoutah, Illinois, this 1st day of May, 2017.

ATTEST:

Mayor

City Clerk
(SEAL)

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & City Council

FROM: Cody Hawkins – City Manager

SUBJECT: St. Clair County Contracts for Dispatching Services

MEETING DATE: May 1, 2017

REQUESTED ACTION:

Council approval of three contracts with St. Clair County, Illinois for Coordinated Communications Services (dispatching services) provided for the year of 2017 for the Police, EMS, and Fire Departments.

BACKGROUND & STAFF COMMENTS:

These contracts are for dispatching services with St. Clair County and are prepared every year. They allow for the County to provide 911 and non-emergency telephone call processing, radio dispatching, and paging services to and from the City's telephones, radios, and pagers for our Police, EMS, and Fire Department personnel. There are three contracts (one for each Department/ Service), which are available for review, but not attached.

FUNDING:

The dispatching cost reduced from \$15.00 to \$10.00 per transaction this year. Funding for the services are included in the Police Department, EMS Department, and the Fire Department Budgets under Contractual Services, account #7500. Amounts equal \$44,161.46 for the Police Department, \$13,770.00 for the EMS Department, and \$3,900.00 for the Fire Department (Mascoutah Rural Fire Protection District will be reimbursing \$1,458.60 which is 37.40% of the Fire Department calls made during 2016 making the City's expense \$2,441.40). This expense will be covered in the FY17/18 budget.

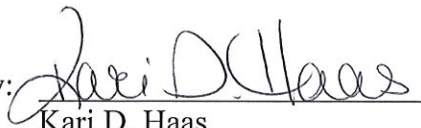
RECOMMENDATION:

City Manager recommends that the Council approve and authorize the appropriate City officials to execute the required documents.


SUGGESTED MOTION:

I move that the Council approve the three contracts with St. Clair County for dispatching services and authorize the appropriate City officials to execute the required documents.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

CITY OF MASCOUTAH
Staff Report
Mascoutah, Illinois

TO: Honorable Mayor and Council
FROM: Mike Bolt, Assistant City Manager
SUBJECT: Verizon Small Cells Agreement
MEETING DATE: May 1, 2017

BACKGROUND & STAFF COMMENTS:

Verizon would like to install 6 shoe box size "small cell technology" pieces of equipment in the right of way, on the City of Mascoutah's existing poles, to serve the residents and provide the fastest and most reliable network to the City.

Verizon will be paying \$200 per pole (leasing), annually, as well paying for the Electric we provide. This agreement is for 10 years.

Prior to installation or maintenance by Verizon, the City of Mascoutah's Public Works and Electric Department, will review plans and be contacted notifying them of when and where install/maintenance will occur.

After several months of meetings, discussions, negotiations, and reviews by our City Attorney, the City of Mascoutah is now ready to move forward with this Agreement.


STAFF RECOMMENDATION:

Staff recommends approval of the Lease agreement between the City of Mascoutah and Verizon.

SUGGESTED MOTION:

I move that the Council approve the small cell master license agreement with Verizon Wireless (VAW) LLC dba Verizon Wireless and authorize the appropriate officials to execute the required documents.

Prepared By: 
Mike Bolt
Assistant City Manager

Approved By: 
Cody Hawkins
City Manager

Attachments: A – Small Cell Agreement
B – List of a few towns Verizon has installed these in

A

SMALL CELL MASTER LICENSE AGREEMENT

THIS SMALL CELL MASTER LICENSE AGREEMENT (the "Agreement") is dated as of _____, 2017 (the "Effective Date"), and entered into by and between the City of Mascoutah, Illinois, a political subdivision of the State of Illinois (the "LICENSOR"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("LICENSEE").

Recitals

A. WHEREAS, the LICENSOR is the owner of certain Municipal Facilities (as defined in **Section 1.9**, below) located in the Rights-of-Way (as defined in **Section 1.12** below) of the City of Mascoutah, Illinois; and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless is duly organized and existing under the laws of the State of Delaware, and is authorized to conduct business in the State of Illinois; and

B. WHEREAS, LICENSEE desires to use space on certain Municipal Facilities in the Rights-of-Way for construction, operation and maintenance of its telecommunications Network (as defined in **Section 1.10**, below) serving LICENSEE's wireless customers and utilizing Equipment (as defined in **Section 1.6**, below), permitted by the Federal Communications Commission ("FCC") and in accordance with FCC rules and regulations; and

C. WHEREAS, for the purpose of operating the Network, LICENSEE wishes to locate, place, attach, install, operate, control, and maintain Equipment on the Municipal Facilities in the Rights-of-Way; and

D. WHEREAS, LICENSEE is willing to compensate the LICENSOR in exchange for a grant and right to use and physically occupy portions of the Municipal Facilities in the Rights-of-Way.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Agreement:

1.1 Affiliate. Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An "Affiliate" shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of

owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1.2 Assignment or Transfer. “Assignment” or “Transfer” means any transaction in which the rights and/or obligations held by LICENSEE under this Agreement or a Supplement are transferred, directly or indirectly, to a party other than an Affiliate. An “Assignment” shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 City. “City” means the City of Mascoutah, Illinois, a municipality under the laws of the State of Illinois.

1.4 Commence Installation. “Commence Installation” shall mean the date that LICENSEE commences to install its Equipment, or any expansion thereof, in LICENSOR's ROW.

1.5 Commence Operation. “Commence Operation” shall mean the date that Equipment is installed and operational by LICENSEE pursuant to this Agreement.

1.6 Equipment. “Equipment” means the equipment cabinets, antennae, utilities and fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by LICENSEE under a particular Supplement and that comprise a Small Cell installation.

1.7 Information service. “Information service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information and content via telecommunications, and includes electronic publishing, as the same may evolve over time.

1.8 Laws. “Laws” means any and all validly enacted and applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the LICENSOR or other governmental agency having joint or several jurisdiction over the parties to this Agreement, as such laws may be amended from time to time. This Agreement shall in no way limit or waive either party's present or future rights under Laws. If, after the date of this Agreement, the rights or obligations of either party are materially preempted or superseded by changes in Laws, the parties agree to amend the Agreement to reflect the change in Laws.

1.9 Municipal Facilities. “Municipal Facilities” means Poles owned or leased by LICENSOR, lighting fixtures, electroliers, or other structures owned or leased by the LICENSOR and located within the ROW, and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.10 Network. “Network” or collectively “Networks” means the telecommunication network operated by LICENSEE to serve its customers.

1.11 Poles. "Poles" shall mean any pole(s) that is owned and/or leased by the LICENSOR.

1.12 Rights-of-Way. "Rights-of-Way" or "ROW" means public property, including air space, dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, for LICENSOR public street and public utility purposes, except as limited by any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Illinois Department of Transportation.

1.13 Small Cell. "Small Cell" shall mean the Equipment at a particular location that comprises part of the Network.

1.14 Supplement. "Supplement" shall mean each separate agreement, entered into between the LICENSOR and LICENSEE with regard to specific Small Cell installations, the form of which shall be in substantially the same form as attached hereto as Exhibit A, which shall be subject to the terms and conditions of this Agreement.

1.15 Telecommunications Services. "Telecommunications Services" or "Services" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

2. TERM.

2.1 The initial term of this Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the first day of the month following mutual execution of this Agreement (the "Agreement Commencement Date") and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for up to three (3) successive five (5) year renewal terms (each, a "Renewal Term"), unless LICENSEE notifies the LICENSOR in writing of LICENSEE's intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term." However, after the expiration of this Agreement, its term and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration.

2.2 The initial term for each particular Supplement shall commence the first day of the month following the date LICENSEE has Commenced Installation of its Equipment at a particular location under a Supplement (the "Commencement Date") and shall be for an initial term of ten (10) years (the "Supplement Initial Term"). LICENSOR and LICENSEE shall acknowledge in writing the Commencement Date (the "Acknowledgment"). Each Supplement shall automatically be extended for three (3) successive five (5) year renewal terms (each, a "Supplement Renewal Term") unless LICENSEE notifies the LICENSOR in writing of LICENSEE's intent not to renew the Supplement at least thirty (30) days prior to the expiration of the then current term. The Supplement Initial Term and all Supplement Renewal Terms shall be collectively

referred to herein as the "Supplement Term." Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to each remaining Supplement in effect until its respective expiration or termination.

3. REPRESENTATION CONCERNING SERVICES; TERMINATION WITHOUT CAUSE. At any time that LICENSEE ceases to operate as a provider of Telecommunications Services under Federal law, the LICENSOR shall have the option, in its sole discretion and upon six months' written notice to LICENSEE, to terminate this Agreement and to require the removal of LICENSEE's Equipment from the ROW and from Municipal Facilities, including the cost of any site remediation, at no cost to the LICENSOR, without any liability to LICENSEE related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE's sole cost and expense, shall be subject to the prior and continuing right of the LICENSOR under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW as of the date of the individual Supplement. It is the intent of the parties that this Agreement conform in all respects to the Laws, particularly those relating to the access and use of Rights-of-Way by Telecommunications Service providers, including, without limitation, those Telecommunications Service providers utilizing Small Cell technology and small wireless facilities. No provision of this Agreement shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law

4.1 Attachment to Municipal Facilities. Prior to attaching to any Municipal Facility, LICENSEE will submit to the authorized representative of the LICENSOR a proposed design for the proposed Small Cell installation, which design shall include the LICENSEE Equipment and Municipal Facilities LICENSEE proposes to use. Any approved Equipment shall be included as part of the applicable Supplement.

4.1.1 In addition to attachments to Municipal Facilities in the manner provided for under this Agreement, LICENSEE may, in its sole discretion, install its Equipment on other poles in the ROW lawfully owned and operated by third parties or on its own poles. The rights of Licensee under this Agreement are subject to the provisions of this Agreement and applicable Laws.

4.1.2 Subject to the conditions set forth herein and as required under applicable Laws, including, but not limited to, any ordinance-based requirements relating to the LICENSOR's management of the Rights-of-Way, the LICENSOR hereby authorizes, consents, and permits LICENSEE to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on identified Municipal Facilities and in the ROW (including, at LICENSEE's sole discretion, but subject to compliance with applicable Laws, in or on its own poles or other structures, or

poles or other structures owned by third-parties) for the purposes of operating the Network and providing Telecommunications Services.

4.1.3 To reduce the disruption to Municipal Facilities, LICENSEE may power its Equipment by using the power sources that service the existing Pole structure and its components. The power used by LICENSEE's Equipment shall be determined on an individual site by site basis. All electrical work and installations related to the power sharing authorized by this **Subsection 4.1.3** shall be performed by a licensed contractor that is approved by the LICENSOR and in a manner that is approved by the LICENSOR. LICENSEE shall make all requests for power sharing arrangements pursuant to this **Subsection 4.1.3** in advance and in writing. LICENSEE shall reimburse the LICENSOR, as provided in **Subsection 5.3**, for the increased power costs that the LICENSOR incurs as a result of any power sharing authorized by this **Subsection 4.1.3**.

4.1.4 An application for the attachment of Equipment to Municipal Facilities may only be denied if the proposed Equipment does not meet applicable Laws of general applicability related to construction in public rights-of-way, building codes, electrical codes, or related standards, and no denial shall be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of LICENSEE's Equipment, except that Equipment must conform as closely as practicable with the design and color of the Municipal Facility. LICENSOR shall document the basis for any denial, including the specific provisions of the Laws on which the denial was based, and send the documentation to the LICENSEE on or before the day that it denies an application. LICENSEE may cure any deficiencies identified by the LICENSOR and resubmit an application with thirty days of the date of any denial without paying an additional application fee. The LICENSOR shall approve or deny any resubmitted application within the earliest timeframe prescribed by applicable Laws.

4.1.5 If LICENSEE selects a Pole that is structurally inadequate to accommodate Equipment, LICENSEE may at its sole cost and expense replace the Pole (a "Replacement Pole") with one that is acceptable to and approved by the LICENSOR and dedicate such Replacement Pole to the LICENSOR.

4.1.6 In the event of an emergency or to protect the public health or safety, prior to the LICENSOR accessing or performing any work on a Municipal Facility on which LICENSEE has installed Equipment, the LICENSOR may require LICENSEE to deactivate such Equipment if any of LICENSOR's employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, LICENSOR will contact LICENSEE at the contact telephone number referenced in **Section 14.3** herein to request immediate deactivation.

4.2 LICENSEE Poles. LICENSEE may, at its sole cost and expense, install its own poles in accordance with the Laws, including, without limitation, any ordinance-

based requirements of the LICENSOR relating to the siting and construction of such poles. The design, location and height of any proposed LICENSEE poles shall be subject to all applicable Laws and the LICENSOR's review and approval processes prior to installation. LICENSEE shall use commercially reasonable efforts to help ensure that LICENSEE's Equipment and poles conform as closely as practicable with the design and color of poles existing in the vicinity of LICENSEE's Equipment or pole location.

4.3 No Interference. LICENSEE in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the LICENSOR, electroliners, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. In the event any LICENSEE Equipment causes such interference, and after LICENSOR has notified LICENSEE of such interference by a written communication and a call to LICENSEE's Network Operations Center ("NOC") (at (800) 224264-6620), LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference including, but not limited to, at LICENSEE's option, powering down the interfering equipment and later powering up the interfering equipment for intermittent testing. The LICENSOR agrees that the LICENSOR and/or any other tenants, licensees, or users of the ROW who currently have or in the future take possession of space within the ROW within three hundred feet (300') of any LICENSEE Small Cells will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of LICENSEE.

4.4 Compliance with Laws. LICENSEE shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

4.5 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the LICENSOR to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the LICENSOR at any time.

5. COMPENSATION. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE's performance under this Agreement, including those set forth below.

5.1 Rent. In order to compensate the LICENSOR for LICENSEE's attachments to Municipal Facilities, LICENSEE shall at the commencement of each Supplement Term, pay to the LICENSOR, on an annual basis, an amount equal to Two Hundred and 00/100 Dollars (\$200.00) per Small Cell (the "Rent").

LICENSEE shall make the first payment of Rent under any Supplement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, Rent shall be paid on or before each annual anniversary of the Commencement Date during the Supplement Term. LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") evidencing LICENSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other documentation requested by LICENSEE in LICENSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, LICENSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

5.2 Business License Fee/Other Fees/Rent Tax. The Rent in **Subsection 5.1** of this Section includes any business license fee, fees for access to the ROW, use of the ROW, and attachments of Small Cells in the ROW or tax on rent pursuant to applicable Laws.

5.3 Power. LICENSEE's power consumption shall be metered or sub-metered at each specific Small Cell site by LICENSOR, which is the local utility provider for the City. LICENSEE's power consumption shall be billed directly by the LICENSOR to LICENSEE. All invoices for power consumption shall be sent by LICENSOR to LICENSEE at M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, or sent by electronic delivery by email to livebills@ecova.com, or such other physical or email address as directed by LICENSEE in writing, and LICENSEE shall pay the LICENSOR within thirty (30) calendar days after receipt of such invoice. Such invoices shall be delivered to LICENSEE no less frequently than annually, and shall indicate the usage amount upon which the invoice is based and the method used for determining the usage (whether based on an actual sub-meter readings or an average consumption if unmetered). All invoices for power consumption shall be sent by LICENSOR to LICENSEE within ninety (90) calendar days following the conclusion of the calendar year (the "Invoice Period") in which the utility provider's invoices for power consumption were received by LICENSOR, and shall be accompanied by copies of such invoices, documentation of the sub-meter readings, or LICENSOR's determination of

LICENSEE's average consumption for such calendar year. If LICENSOR fails to deliver an invoice for power consumption, with the required supporting documentation, to LICENSEE within the Invoice Period for any Supplement, LICENSOR waives any right to collect any payment from LICENSEE for such costs for the calendar year at issue. LICENSEE shall be permitted at any time during the applicable Supplement Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at any Small Cell site), a temporary emergency power source, and all related equipment and appurtenances within or adjacent to such site to the extent LICENSOR has the authority to permit the installation of a temporary emergency power source. Such temporary emergency power installation and power sources shall be in compliance with all applicable Laws. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render LICENSOR liable to LICENSEE for damages or relieve LICENSEE of any of its obligations hereunder, except as such results from the acts or omissions of the LICENSOR.

5.4 Payment. The Rent shall be paid by check made payable to LICENSOR and mailed or delivered to the LICENSOR, at the address provided for in **Section 10** below. The place and time of payment may be changed at any time by LICENSOR upon 30 days' written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE may pay rent by electronic funds transfer and in such event, the LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

5.5 Delinquent Payment. If LICENSEE fails to pay any amounts due pursuant to this Agreement within 45 days from the due date, LICENSEE will pay, in addition to the unpaid fees, a sum of money equal to one percent (1%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

5.6 Additional Remedies. The remedy provisions set forth in **Section 5.5** above are not exclusive, and do not preclude the LICENSOR from pursuing any other or additional remedy in the event that payments become overdue by more than sixty (60) days.

6. CONSTRUCTION. LICENSEE shall comply with all applicable Laws related to the construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on Municipal Facilities. Except as otherwise provided herein, LICENSEE shall not attach, install, maintain, or operate any Equipment in or on Municipal Facilities without the prior written approval of an authorized representative of the LICENSOR for each location.

6.1 Commencement of Installation and Operation. LICENSEE shall Commence Installation of its initial Small Cells approved by the LICENSOR no later than two (2)

years after the mutual execution of an applicable Supplement, and shall Commence Operation no later than six (6) months after LICENSEE Commences Installation, which time period shall be extended due to any force majeure event. Failure of LICENSEE to Commence Installation or Commence Operation of the applicable Small Cells as provided above shall permit LICENSOR to terminate the affected Small Cells under the Supplement upon ninety (90) days' notice to LICENSEE unless within such ninety (90) day period, LICENSEE shall Commence Installation or Commence Operation, as applicable. Notwithstanding the foregoing, LICENSEE's obligations under this **Section 6.1** shall be conditioned upon LICENSEE's completion of its due diligence with regard to a particular Small Cell location and/or Municipal Facility.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW may require governmental permits, such as excavation permits, building permits, and traffic control permits. Subject to the limitations of **Section 5.2**, LICENSEE shall apply for the appropriate permits and pay any standard and customary permit fees. LICENSOR shall promptly respond to LICENSEE's requests for permits and shall otherwise cooperate with LICENSEE in facilitating the deployment of the Network in the ROW in a reasonable and timely manner.

6.3 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that LICENSOR may require LICENSEE to relocate one or more of its Equipment installations. LICENSEE shall at LICENSOR's direction and upon one hundred eighty (180) days prior written notice to LICENSEE, relocate such Equipment at LICENSEE's sole cost and expense whenever LICENSOR reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a LICENSOR or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of LICENSOR-owned Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, LICENSOR shall use reasonable efforts to afford LICENSEE a reasonably equivalent alternate location. If LICENSEE shall fail to relocate any Equipment as requested by the LICENSOR in accordance with the foregoing provision, LICENSOR shall be entitled to remove or relocate the Equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the LICENSOR actual costs and expenses incurred by the LICENSOR in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the LICENSOR. To the extent the LICENSOR has actual knowledge thereof, the LICENSOR will attempt promptly to inform LICENSEE of the displacement or removal of any Municipal Facility on which any Equipment is located. If the Municipal Facility is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the LICENSOR will have no obligation to repair or replace such Municipal Facility for the use of LICENSEE's Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to **Section**

6.9 below, and may choose to replace such Municipal Facilities pursuant to the provisions of **Section 4.1.5** above.

6.4 Relocations at LICENSEE's Request. In the event LICENSEE desires to relocate any Equipment from one Municipal Facility to another, LICENSEE shall so advise LICENSOR. LICENSOR will use reasonable efforts to accommodate LICENSEE by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

6.5 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the LICENSOR: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities or other property, whether public or private, caused by LICENSEE, its agents, employees or contractors, in their actions relating to attachment, operation, repair or maintenance of Equipment. If LICENSEE does not remove, repair or replace such damage to its Equipment or to the ROW, Municipal Facilities or other property, the LICENSOR shall have the option, upon thirty (30) days' prior written notice to LICENSEE, to perform or cause to be performed such removal, repair, or replacement on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the LICENSOR. If such damage causes a public health or safety emergency, as reasonably determined by the LICENSOR, the LICENSOR may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, such repair work may only involve reattachment of LICENSEE's Equipment to a Pole or repair of the Pole itself, and shall not include any technical work on LICENSEE's Equipment. Upon the receipt of a demand for payment by the LICENSOR, LICENSEE shall within thirty (30) days of such receipt reimburse the LICENSOR for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.6 Change in Equipment. If LICENSEE proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of the LICENSOR, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to any other submittal requirements, and if requested by LICENSOR, LICENSEE shall provide "load" (structural) calculations for all Poles upon which it intends to install Equipment in the ROW, notwithstanding original installation or by way of Equipment type changes. Notwithstanding the foregoing, LICENSEE may modify its Equipment with like-kind or similar Equipment without prior written approval of the LICENSOR.

6.7 Termination of Small Cell Sites. LICENSEE shall have the right to terminate one or more Small Cell sites under any Supplement on thirty (30) days' notice to LICENSOR. In the event of such termination, LICENSEE shall remove its Equipment in accordance with **Section 6.8** below and LICENSOR shall retain any Rent paid to such date.

6.8 Removal of Equipment. Within sixty (60) days after the expiration or earlier termination of a Supplement, or termination of one or more Small Cell sites under a Supplement, LICENSEE shall promptly, safely and carefully remove the Equipment subject to such expiration or termination. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work pursuant to this Section, then the LICENSOR, upon written notice to LICENSEE, shall have the right at the LICENSOR's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the LICENSOR actual costs and expenses incurred by the LICENSOR in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the LICENSOR. After the LICENSOR receives the reimbursement payment from LICENSEE for the removal work performed by the LICENSOR, the LICENSOR shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the LICENSOR pursuant to this Section at no liability to the LICENSOR. If the LICENSOR does not receive reimbursement payment from LICENSEE within such thirty days, or if LICENSOR does not elect to remove such items at the LICENSOR's cost after LICENSEE's failure to so remove pursuant to this Section, or if LICENSEE does not remove LICENSEE's property within thirty (30) days of such property having been made available by the LICENSOR after LICENSEE's payment of removal reimbursement as described above, any such items may, at the LICENSOR's option, be deemed abandoned and the LICENSOR may dispose of such property in any manner by Law. Alternatively, the LICENSOR may elect to take title to abandoned property, provided that LICENSEE shall submit to the LICENSOR an instrument satisfactory to the LICENSOR transferring to the LICENSOR the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.9 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE, subject to the terms of this Agreement, bears all risks of loss or damage, relocation or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any cause, and the LICENSOR shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the LICENSOR's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the LICENSOR, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in **Section 7.3** below.

6.10 Access. Prior to LICENSEE accessing its Equipment for non-emergency purposes at any time, LICENSEE shall provide telephonic notice to the _____ Department Public Works Director/Engineer, Tom Quirk, at (618) 566-2964, Extension 114, or at (618) 920-1091, or to Electric Division Foreman, Larry Linck, at (618) 779-4875. In the event of an emergency at any time, LICENSEE will, if time permits, attempt to provide prior telephonic notice to the

7. **INDEMNIFICATION AND WAIVER.** LICENSEE agrees to indemnify, defend, protect, and hold harmless the LICENSOR, its Commission members, officers, and employees from and against any and all claims, demands, losses, including Municipal Facility warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from LICENSEE's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the LICENSOR, its Commission members, officers, employees, agents, or contractors.

7.2 Waiver of Subrogation. The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to Municipal Facilities, Small Cell or to the ROW, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Municipal Facilities, Small Cell or the ROW shall waive the insurer's right of subrogation against the other party.

8. SECURITY FOR PERFORMANCE. Before any construction begins in the ROW by LICENSEE, and if requested by LICENSOR pursuant to applicable Laws, LICENSEE shall provide the LICENSOR with performance bonds, and if considered necessary by the LICENSOR, payment bonds, in amounts equal to the full amount of the written construction

contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the LICENSOR, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Illinois, and acceptable to the LICENSOR and shall be kept in place for the duration of the work.

9. INSURANCE. LICENSEE shall obtain and maintain, at all times during the term of this Agreement, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises-operations, contractual liability, personal injury and products completed operations; and Commercial Automobile Liability insurance covering all owned non-owned and hired vehicles with a limit of \$1,000,000 each accident for bodily injury and property damage. The Commercial General Liability insurance policy shall include the LICENSOR, its Commission members, officers, and employees as additional insured as respects any covered liability arising out of LICENSEE's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer, LICENSEE shall use commercially reasonable efforts to provide the LICENSOR with thirty (30) days prior written notice of cancellation. LICENSEE shall be responsible for notifying the LICENSOR of such change or cancellation.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, LICENSEE shall file with the LICENSOR the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that LICENSEE's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the LICENSOR may possess, including any self-insured retentions the LICENSOR may have; and any other insurance the LICENSOR does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) that LICENSEE's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the LICENSOR.

The certificate(s) of insurance with endorsements and notices shall be mailed to the LICENSOR at the address specified in **Section 10** below.

9.2 Workers' Compensation Insurance. LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars

(\$1,000,000) and shall furnish the LICENSOR with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be admitted and authorized to do business in the State of Illinois and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "VII."

9.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

if to the LICENSOR:

City of Mascoutah, Illinois
3 West Main Street
Mascoutah, Illinois 62258
Attention: _____
Attention: City Manager

if to LICENSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of email, commercial courier or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE; REMEDIES; LIQUIDATED DAMAGES.

11.1 Licensee Default and Notification. This Agreement is granted upon each and every condition herein and each of the conditions is a material and essential condition to the granting of this Agreement. Except for causes beyond the reasonable

control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than thirty (30) days after written demand from the LICENSOR to commence the correction of such noncompliance on the part of LICENSEE, the LICENSOR shall have the right to revoke and terminate this Agreement, if such failure is in relation to the Agreement as whole, or any individual Small Cell site(s) under a Supplement, if such failure is in connection solely with such Small Cell site(s) under the Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.

11.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within 30 days due to circumstances not under LICENSEE's control, the period of time in which LICENSEE must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) LICENSEE has promptly begun to cure; and (b) LICENSEE is diligently pursuing its efforts to cure. The LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in these **Sections 11.1 and 11.2.**

11.3 Licensor Default. If LICENSOR breaches any covenant or obligation of LICENSOR under this Agreement or any Supplement in any manner, and if LICENSOR fails to cure such breach within thirty (30) days after receiving written notice from LICENSEE specifying the violation (or if LICENSOR fails thereafter to diligently prosecute the cure to completion), then LICENSEE may enforce any and all of its rights and/or remedies provided under this Agreement or by Laws or it may (although it shall not be obligated to) cure LICENSOR's breach and/or perform LICENSOR's obligations (on LICENSOR's behalf and at LICENSOR's expense) and require LICENSOR to reimburse to LICENSEE all reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with such cure and/or performance (which amount may be deducted from Rent payable under the affected Supplement).

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the LICENSOR, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE to an Affiliate or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the ROW is located by reason of a merger, acquisition or other business reorganization (collectively, "Exempted Transfers"), shall not require the consent of the LICENSOR.

13. RECORDS; AUDITS.

13.1 Records Required by Applicable Laws. LICENSEE will maintain complete records with respect to each Small Cell pursuant to all applicable Laws.

13.2 Additional Records. The LICENSOR may require such additional reasonable non-confidential information, records, and documents from LICENSEE from time to

time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement and the applicable Supplement.

13.3 Production of Records. LICENSEE shall provide such records within thirty (30) days of a request by the LICENSOR for production of the same unless additional time is reasonably needed by LICENSEE, in which case, LICENSEE shall have such reasonable time as needed for the production of the same. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the LICENSOR for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement or any Supplement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement or such Supplement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement or any Supplement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement or Supplement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement or the applicable Supplement(s). Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any LICENSOR department having jurisdiction over LICENSEE's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The LICENSOR may contact by telephone the LICENSEE Network Operations Control Center at telephone number (800) 264-6620 regarding such problems or complaints.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Illinois, without reference to its conflicts of law principles. Any litigation concerning this Agreement and/or any Supplement shall be conducted in either the Illinois 20th Judicial Circuit Court located in St. Clair County, Illinois, or the Federal District Court for the Northern, Central, or Southern Districts of Illinois, and each party consents to jurisdiction and venue in any such court.

14.5 Attorneys' Fees. Should any dispute arising out of this Agreement and/or any Supplement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

14.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement and/or any Supplement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.7 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in **Section 6.2** above. Neither this Agreement nor any Supplement shall be revocable or terminable except as expressly permitted herein and therein.

14.8 Amendment of Agreement. Neither this Agreement nor any Supplement may be amended except pursuant to a written instrument signed by both parties.

14.9 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

14.10 Public Records. LICENSEE acknowledges that information submitted to the LICENSOR may be open to public inspection and disclosure under the provisions of Illinois' Freedom of Information Act, codified at 5 ILCS 140/1 to 5 ILCS 140/11.5. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the LICENSOR as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LICENSOR. The LICENSOR shall treat any information so marked as confidential until the LICENSOR receives any request for disclosure of such information, and upon receipt of any such request, LICENSOR shall treat any records containing such information as exempt records under 5 ILCS 140/7(1)(g). The LICENSOR shall provide LICENSEE with written notice of the request, including a copy of the request, to LICENSEE at Verizon Wireless – West Territory, Attention: Real Estate Manager, 10740 Nall Ave., Suite 400, Overland Park, Kansas 66211, within three (3) working days of receiving the request. LICENSEE shall then provide a written response to the LICENSOR within three (3) working days, by either authorizing the disclosure or advising of its election to seek a protective order. If LICENSEE chooses to seek an appropriate protective order, the LICENSOR will refrain from disclosing such information (unless legally compelled to do so) until the request for a protective order is resolved, and will then comply with any validly-issued protective order. The LICENSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable Laws.

14.11 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.12 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement or any Supplement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement or any Supplement. The duties, obligations, and responsibilities of the LICENSOR with respect to third parties shall remain as imposed by applicable Laws.

14.13 Construction of Agreement. The terms and provisions of this Agreement and each Supplement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement and each Supplement shall be construed in accordance with the fair meaning of its terms.

14.14 Time is of the Essence. Time is of the essence with regard to the performance of all of LICENSEE's obligations under this Agreement and each Supplement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 2017 the day and year first written above.

LICENSOR:

City of Mascoutah, Illinois

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____, Clerk

APPROVED AS TO FORM
_____ ATTORNEY'S OFFICE

BY: _____
_____ Attorney

LICENSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

Exhibits to Small Cell Master License Agreement:
Exhibit A – Form of Supplement

**EXHIBIT A
FORM OF SUPPLEMENT**

SUPPLEMENT

This Supplement ("Supplement"), made this ____ day of _____, 20____ ("Effective Date") between the City of Mascoutah, Illinois, a political subdivision of the State of Illinois, hereinafter designated "Licensor", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "Licensee":

1. Supplement. This is a Supplement as referenced in that certain Small Cell Master License Agreement between Licensor and Licensee, dated _____, ____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby 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 shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement, unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to install, construct, operate, repair and replace one or more Small Cells at the designated areas in the ROW as further described in Attachment 1 attached hereto (the "Licensed Areas").
3. Equipment. The Small Cells to be installed at the Licensed Areas are described in Attachment 1 attached hereto.
4. Term. The Supplement Term of this Supplement shall be as set forth in **Section 2.2** of the Agreement.
5. Fees. The annual Rent for the Supplement Term shall be _____ per Small Cell, as determined in accordance with **Section 5.1** of the Agreement.
6. Commencement Date. The first day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Areas, as evidenced by the Acknowledgement required under **Section 2.2** of the Agreement.
7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Areas is contingent upon its obtaining 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 fiber and electrical connection which will permit Licensee's use of the Licensed Areas 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; (iii) Licensee determines that any of such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that one or more of the Licensed Areas is no longer technically compatible for its use, Licensee shall have the right to: (1) terminate this Supplement; or (2) terminate the applicable Small Cell sites under this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licenser in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licenser. All rentals paid to said termination date shall be retained by Licenser. Upon termination of the Supplement in its entirety, this 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 hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent to Licenser.

8. Miscellaneous._____.

[Signature Page Follows]

EXECUTED to be effective as of the last date shown below.

LICENSOR:

City of Mascoutah, Illinois

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____, Clerk

APPROVED AS TO FORM

ATTORNEY'S OFFICE

BY: _____

Attorney

LICENSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

Exhibits to Supplement:
Attachment 1

Exhibit A
Page 3 of ____

Attachment 1 to Supplement
Licensed Areas

Exhibit A
Page 4 of __

Summary Report: Litéra® Change-Pro TDC 7.0.0.385 Document Comparison done on 4/21/2017 9:34:23 AM	
Style Name: Default Style	
Original DMS: iw://EDMS/CORE/131397508/2	
Modified DMS: iw://EDMS/CORE/131397508/3	
Changes:	
Add	9
Delete	8
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	17

City of Mascoutah

#3 West Main
Mascoutah, Illinois 62258
(618) 566-2964



Current towns that have had these Verizon small cells installed, and are currently operational:

Manhattan, KS
Kansas City, KS & MO
Fairfield, IL
Du Quoin, IL
Kirkwood, MO
St. Charles, MO