

REGULAR BOARD MEETING AGENDA – JULY 16, 2018 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. July 2, 2018 – Board Meeting Minutes – **Exhibit A**
5. Finance – None.
6. Treasurer’s Report –
7. Attorney’s Report –
8. ESDA Report – ESDA Report for July 16, 2018 – **Exhibit B**
9. Public Participation
10. Reports and Correspondence –
 - 10 – 1. Zoning Administrator’s Report – **Exhibit C**
 - 10 – 2. Combined Planning/Zoning Board Memorandum Regarding 7/10/18 Meeting – **Exhibit D**
11. Recommendations of Boards and Commissions –
 - 11 – 1a. Combined Planning and Zoning Board’s Recommendation for the Zoning Amendment to Add Video Gaming Parlor as a Definition and also as a Permitted Use in the B-2 Highway Business District, and to revise the number of parking spaces under Commercial, Office Space to 1 space per 2 seats or 1 space per 200 square feet whichever is greater – See Item 15 - 2
12. Contracts, Releases, Agreements and Annexations – See Ordinances
13. Bids –
14. Resolutions –
15. Ordinances –
 - 15 – 1. Ordinance #1663: An Ordinance Providing for the Regulation of and Application for Small Wireless Facilities – **Exhibit E**
 - 15 – 2. Ordinance #1664: An Ordinance Amending Chapter 40 of the Zoning Code (Section 40-1-9 Definitions; 40-11-4 Permitted Uses under the B2 Highway Business District; and Section 40-15-13 – Number of Parking and Loading Spaces Required under (C) Commercial, office service – **Exhibit F**
16. Old Business –
17. New Business –
18. Appointments –
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, July 11, 2018 – 5:30 p.m. – **Exhibit G**
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, July 11, 2018 – 5:45 p.m. – **Exhibit H**
 - 19 – 3. Streets Committee Meeting – Wednesday, July 11, 2018 – 6:00 p.m. – **Exhibit I**
 - 19-3a. Recommend Approval of NuToys PlayPour Poured in Place Proposal at a cost of \$60,648 – **Exhibit J**
 - 19-3b. Recommendation for 30-day unpaid leave of absence for Jeff Mohr
20. Upcoming Meetings
 - 20 – 1. Legal/Ordinance Committee Meeting – Wednesday, July 25, 2018 – 5:30 p.m.
 - 20 – 2. Finance Committee Meeting – Wednesday, July 25, 2018 – 5:45 p.m.
 - 20 – 3. Personnel/Police Committee Meeting – Wednesday, July 25, 2018 – 6:00 p.m.
 - 20 – 4. Combined Planning and Zoning Board Meeting – Tuesday, July 31, 2018 – 6:00 p.m.
 - 20 – 5. Board Meeting – Monday, August 6, 2018 – 7:30 p.m.
21. Village President’s and Trustees’ Comments
22. Staff Comments
23. Adjournment

At said Board Meeting, the Village Board of Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)]; personnel [5 ILCS, 120/2 - (c)(1)]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 ILCS, 120/2 - (c)(5)]; collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2)].

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Michael Heap
Lisa Meehling

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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VILLAGE OF FREEBURG, ILLINOIS BOARD MEETING MINUTES MONDAY, JULY 2, 2018 @ 7:30 P.M.

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, July 2, 2018, in the Freeburg Municipal Board Room.

PLEDGE OF ALLEGIANCE: Those present and the Board Members recited the Pledge of Allegiance.

ROLL CALL: Trustee Michael (Mike)Heap – here; Trustee James (Mike) Blaies – here; Trustee Ramon (Ray) Matchett, Jr. – here; Trustee Elizabeth (Lisa) Meehling – here; Trustee Bert (Dean) Pruett – here; Trustee Denise Albers – here; Mayor Seth Speiser – here; (6 present, 0 absent) Mayor Speiser announced there is a quorum.

EXHIBIT A:

Mayor Speiser stated we have the minutes of the Appropriation Public Hearing Meeting Monday, June 18, 2018 for approval.

Trustee Elizabeth Meehling motioned to accept the minutes from the Appropriation Public Hearing Meeting Monday, June 18, 2018 and Trustee Ramon Matchett, Jr. seconded the motion. All voting aye, the motion carried.

EXHIBIT B:

Mayor Speiser stated we have the minutes of the Regular Board Meeting Monday, June 18, 2018 for approval.

Trustee Elizabeth Meehling motioned to accept the minutes from the Regular Board Meeting Monday, June 18, 2018 and Trustee Denise Albers seconded the motion. All voting aye, the motion carried.

EXHIBIT C:

FINANCE:

Finance Committee Meeting:

The following item or items were talked about or discussed:

Trustee Denise Albers reported on the Finance Committee Meeting held on Wednesday, June 27, 2018 at 6:15 p.m.

Village of Freeburg Board Meeting Minutes
Monday, July 2, 2018
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1. **REVIEW OF BOARD LISTS:** Trustee Albers stated we reviewed the Board Lists. Some of the following expenses were reviewed and discussed; Friederich Services, \$8,280 – televising sewer lines; Freeburg Township, \$7,226.56 – cost for salt, Hartman Farm, \$692.98 – blower and trimmer; Surety Refrigeration, \$3,975 –ice machine.
2. **REVIEW OF INVESTMENTS:** Trustee Albers stated our next CD renews in October 2018.
3. **INCOME STATEMENT:** Trustee Albers said we reviewed the Income Statement.
4. **TREASURER’S REPORT:** Trustee Albers said Treasurer Bryan Vogel has completed the Treasurer’s Reports for January 31, 2018, February 28, 2018 and March 31, 2018.

OLD BUSINESS:

1. Approval of May 30, 2018 Minutes: Trustee Albers stated we approved the May 30, 2018 minutes.
2. Attorney Invoices: Trustee Albers said we reviewed the Attorney Invoices.
3. Newsletter: Trustee Albers said the next Newsletter is ready to go out.
4. FY 2018 Audit: Trustee Albers stated the audit is set for mid-July.

NEW BUSINESS: None.

EXHIBIT D:

TREASURER’S REPORT: Mayor Speiser stated we have the Treasurer’s Reports for January, February and March of 2018 for approval.

Trustee Denise Albers motioned to approve the Treasurer’s Reports for January 31, 2018, February 28, 2018 and March 31, 2018 and Trustee Elizabeth Meehling seconded the motion.

ROLL CALL: Trustee Denise Albers – aye; Trustee Elizabeth Meehling – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Michael Heap – aye; Trustee Bert Pruett – aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

ATTORNEY’S REPORT: None.

EXHIBIT E:

ESDA REPORT: Mayor Speiser called on ESDA Coordinator Gene Kramer. ESDA Coordinator Gene Kramer updated us on his ESDA Report:

PUBLIC PARTICIPATION: Mayor Speiser called for Public Participation.

James Feurer, Nancy Burton, Angela Brown, Rodney Brown and Michael Murphy were present to discuss a water problem in their basement at their home and flooding on their properties. After a discussion, Mayor Speiser asked them to please attend the Water/Sewer Committee meeting on July 11, and we can cover this in more detail.

REPORTS AND CORRESPONDENCE:

EXHIBIT F:

ZONING ADMINISTRATOR'S REPORT:

1. Zoning Administrator's Report: Mayor Speiser asked if anyone has any questions for Zoning Administrator Matt Trout on his report. Hearing none, we will move on.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS: None.

BIDS: None.

RESOLUTIONS: None.

EXHIBIT G:

ORDINANCES: Mayor Speiser stated we have Ordinance #1662, An Ordinance Authorizing the Village to Enter into and the Mayor to Execute the Charter Franchise Agreement.

Trustee Bert Pruett motioned to adopt Ordinance #1662 by title only and Trustee Elizabeth Meehling seconded the motion. **ROLL CALL:** Trustee Bert Pruett – aye; Trustee Elizabeth Meehling – aye; Trustee James Blaies – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; Trustee Michael Heap – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

OLD BUSINESS: None.

NEW BUSINESS: None.

APPOINTMENTS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT H:

Legal/Ordinance Committee Meeting:

Trustee Michael (Mike) Heap reported on the Legal/Ordinance Committee Meeting held on Wednesday, June 27, 2018 at 5:33 p.m.

The following item or items were talked about or discussed:

OLD BUSINESS: None.

NEW BUSINESS: Trustee Heap stated we taken care of the Charter Franchise Agreement under Ordinances on the agenda.

GENERAL CONCERNS: None.

PUBLIC PARTICIPATION: Trustee Heap said Loren and Laurie Sinn were present with request regarding their property at 111 South Walnut. Trustee Heap said we discussed what Mr. and Mrs. Sinn could and could not do on their request concern their property.

EXHIBIT I:

Personnel/Police Committee Meeting:

The following item or items were talked about or discussed:

Trustee Elizabeth (Lisa) Meehling reported on the Personnel/Police Committee Meeting held on Wednesday, June 27, 2018 at 6:29 p.m.

POLICE:

OLD BUSIENSS:

1. Police Department Expansion: Trustee Meehling stated the RFQ requests have been sent out to the engineering firms. Trustee Meehling said Mayor Speiser is meeting with Jim from LRB and herself to firm up the cost estimate.
2. Emergency Radio Interoperability Program: Trustee Meehling stated Chief Schutzenhofer is working on this.

NEW BUSINESS: None.

PERSONNEL

OLD BUSINESS:

1. Shane Krauss request to Cash 125 Hour of Comp Time: Trustee Meehling said Head Lineman Shane Krauss request to cash 125 comp time hours.

Trustee Elizabeth Meehling motioned to approve Head Lineman Shane Krauss request to cash in 125 Hours of Compensatory Time and Trustee Bert Pruett seconded the motion. ROLL CALL: Trustee Elizabeth Meehling – aye; Trustee Bert Pruett – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Michael Heap – aye; Trustee Denise Albers – aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

NEW BUSINESS:

Trustee Meehling said we discussed the water/sewer operator job description. Trustee Meehling stated the position is based on a requirement to obtain the water and sewer license within a certain timeframe. Trustee Meehling said since it will depend on when classes are offered, we did not include a specify timeframe of one year in the description.

Trustee Elizabeth Meehling motioned to approve the Water/Sewer Operator Job Description and Trustee Bert Pruett seconded the motion. ROLL CALL: Trustee Elizabeth Meehling – aye; Trustee Bert Pruett – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Michael Heap – aye; Trustee Denise Albers – aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

Trustee Meehling stated Zoning Administrator Matt Trout is interested in a zoning certification program through UMSL, and asked how the reimbursement works with regard to training. Trustee Meehling said we will follow the union contract and pay on the grade obtained.

UPCOMING MEETINGS:

Combined Planning and Zoning Board – Tuesday, July 10, 2018 – 6:00 p.m.

Electric Committee Meeting – Wednesday, July 11, 2018 – 5:30 p.m.

Water/Sewer Committee Meeting – Wednesday, July 11, 2018 – 5:45 p.m.

Streets Committee Meeting – Wednesday, July 11, 2018 – 6:00 p.m.

Board Meeting – Monday, July 16, 2018 – 7:30 p.m.

VILLAGE MAYOR, VILLAGE CLERK & TRUSTEES' COMMENTS:

Trustee Denise Albers – She would like to wish everyone a Happy and Safe 4th of July.

Trustee Elizabeth (Lisa) Meehling – A huge thank you to our Public Works Department, and Matt along with Tony for being out there helping in any way they could. A big thank you to Matt on the golf tournament it was a big success and thanks to all who participated and who was a sponsor.

Trustee Michael Heap – He feels the same way as Lisa does. She pretty well said it all.

Village Clerk Jerry Menard – Ditto to Lisa's remarks.

Trustee James (Mike) Blaies – Same thing to everything that has been already said. Thank you to Matt for a great job raising money for the police department though the golf tournament and a thank you to the Public Works Department.

Trustee Ramon (Ray) Matchett, Jr. – Same thing here that has been said.

Trustee Dean Pruett – Same thing here.

STAFF COMMENTS:

Village Administrator Tony Funderburg – No thank you.

Public Works Director John Tolan – No thank you.

Chief of Police – Mike Schutzenhofer – No thank you.

Zoning Administrator Matt Trout – He said he passed out a golf sheet for everyone to see what the profited was. Thanks to the Public Works guys for all of their hard work over the bad weather.

ESDA Coordinator Gene Kramer – No thank you.

ADJOURNMENT:

Mayor Speiser called for a motion to adjourn the meeting.

Trustee Elizabeth Meehling motioned to adjourn the Regular Board meeting of Monday, July 2, 2018 at 8:00 p.m. and Trustee Denise Albers seconded the motion. All voting aye, the motion carried.


Jerry Lynn Menard
Village Clerk

EDSA REPORT
Monday, July 16, 2018

1. Compiled ARRL ARES® Report for June 2018.
2. Conducted County wide ARES Nets from Freeburg EOC/Office on July 3 & July 10, 2018 from 6:40 pm to 7:30 pm. Frequency = 147.72/12 via SCARC VHF repeater.
3. Conducted Nationwide HF Communications net for the Salvation Army Team Emergency Net (SATERN) July 7th at 9 AM-10:45 AM on 14.265 mhz.-mode = USB(SSB).
4. Participated in the Hospital Amateur Radio Network (HARN) from the ESDA - EOC office on VHF with NCS KE0MNR whereby metro area hospitals (St. Louis and Illinois) have ARES stations that are backups to each hospital communication network. Frequency of operation - now monthly- 14.850 MHz with PL. Freeburg ESDA participant with HARN via its ARES/RACES operations. All communications were from the hospital sites (20 during this exercise).
5. Replaced "back up" 12vdc batteries in the ESDA office as part of the communications back up system power- provides at least 3-4 hours of non-interrupted power to communications until either generator is placed into service (manual) and or electric power is restored to municipal center.

Respectfully submitted,

Eugene Kramer, Coordinator

FREEBURG VILLAGE BOARD MEETING
ZONING REPORT
July 16, 2018

Matt Trout Zoning Administrator

Public Works Director Tolan, Head Lineman Krauss, and myself met with Alex and Gary Klemme to discuss utilities in the Meadow Pines Subdivision. Alex mentioned they have selected L.W. Contractors to perform the development work. They have also selected 3 contractors as preferred builders in the subdivision.

The revised Engineering Plans were submitted by Rhutasel on the afternoon of July 5th and delivered to TWM the morning of July 6th for a professional review. We should have an update for the Monday Night board meeting.

The 209 Cedar Lane property continues to be on my radar, and I continue to work with the mortgage company to improve the property for the community and neighbors.

We have met with the residents behind Imagination Station Daycare to hear their concerns with the new business and construction phase. We will continue to monitor their progress to make sure the work is being done properly and with the best interest of all parties involved.

Log Logistics & Right of Way Traffic have submitted building permits to start their businesses in the Industrial Park. Both companies have started moving dirt and starting rock work on the properties. They both should be starting their buildings in the near future.

Professional Metal Works has also started their Office addition in the Industrial Park.

Scott & Angie Mueller's Area Bulk Variance was approved by the Combined Planning and Zoning Board at the July 10th Meeting. They have submitted their building permit to start working on the first duplex on the corner lot.

The Combined Planning and Zoning Board also made a recommendation to the Village Board to approve the Zoning Change to add the Definition of a Video Gaming Parlor, allow Video Gaming Parlors in the B-2 Highway Business District, and to add a Video Gaming Parlor parking space requirement. Final action will need to be taken on this topic at the July 16th Village Board Meeting.

July 1st through July 12th

Many courtesy calls and letters concerning nuisance issues in the past few weeks. If you see anything please let me know and I would be happy to take care of it.

7 -- Occupancy Permits
4 -- Building Permits

1-New Pool
1-Electrical Permits
1- New Business
1- New Residential Building

VILLAGE OF FREEBURG MEMORANDUM

DATE: July 11, 2018
TO: Village of Freeburg Board
FROM: Matt Trout, Zoning Administrator
RE: Combined Planning and Zoning Board Meeting July 10, 2018

On July 10, 2018, the above board held a meeting to hear the topics of Scott & Angie Mueller's minor duplex development and a zoning code change dealing with Gaming Parlors.

At 6:00pm the Combined Planning and Zoning Board heard the Request of a Two Lot Duplex Development on the corner of West High St and South Richland St. The area bulk variance request pursuant to Freeburg Zoning Ordinance 40-7-3(G), MR-1 Maximum Percent Coverage per lot from 30% to 32% for PIN 14-19.0-448-025; and from 30% to 40% for PIN 14-19.0-448-026. The Mueller's also requested a variance for the rear lot line from 25 to 24 feet for PIN 14-19-448-025.

Scott Mueller was in attendance for the hearing. Mr. Mueller discussed his plans for the two lots. Mueller mentioned that he has moved the lot lines to make both lots 100ft by 121ft to square them off. He also expressed that he is working with St. Clair County 911 to get the new addresses for all four units. He has also requested the change of the corner lot to have West High addresses. Members of the board asked Scott various questions about his layout of the two properties and some members also expressed that this will be great for the older part of town.

*Lee Smith motioned to approve the Mueller Area Bulk Variance Request and Gary Mack seconded the motion. **ROLL CALL VOTE:** Lee Smith – yes; Gary Mack – yes; Kevin Groth – yes; Rita Green - yes; Dirk Downen – yes; Gary Henning – yes; Steve Woodward – yes. With 7 yes votes, the motion carries.*

At 6:15pm the Combined Planning and Zoning Board held a hearing to review a proposed amendment to Section 40-19-9 of the Zoning Code of the Village of Freeburg which will add a video gaming parlor as a definition in the Zoning Code; and also 40-11-1 which will add a video gaming parlor as a permitted use in the B-2, Highway Business District. The meeting also reviewed a proposed amendment to Section 40-15-13 of the Zoning Code of the Village of Freeburg which will revise the number of parking spaces under (C) Commercial, office service to 1 space per 2 seats or 1 space per 200 sq. ft. of floor area, whichever is greater.

There were not any members of the community at the hearing to be heard. With that the Combined Board members held a discussion about the pros and cons of making this zoning code change. The board discussed items such as what determines pre-packaged food, how much alcohol can the parlors sell, can we limit gaming in establishments in Freeburg and what kind of benefits does the Village of Freeburg receive from video gaming.

Gary Mack *motioned to recommend the Zoning Code change and Gary Henning seconded the motion.* **ROLL CALL VOTE:** Gary Mack – yes; Gary Henning – yes; Kevin Groth – yes; Kirk Downen - yes; Rita Green – yes; Lee Smith – yes; Steve Woodward - yes. With 7 yes votes, the motion carries.

Once the hearings commenced, Chairman Steve Woodward asked Zoning Administrator Trout to provide an update on the Meadow Pines Engineering Plans. Zoning Administrator Trout mentioned that Rhutasel submitted the revised engineering plans late last week. The Plans were delivered to TWM the next day for a professional review. Trout believes the plans are close to being ready to be considered for approval. Trout asked the board if they would be open to having a meeting later in the month to discuss the Engineering Plans. The Combined Board agreed to have a Meeting on July 31st, 2018 at 6pm.

cc: Seth Speiser, Mayor of Freeburg

ORDINANCE NO. 1663**SMALL WIRELESS FACILITIES DEPLOYMENT ORDINANCE****AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES**

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the Act), which becomes effective on June 1, 2018; and

WHEREAS, the Village of Freeburg (the Village) is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities.

NOW, THEREFORE, be it ordained by the corporate authorities of the Village of Freeburg as follows:

ARTICLE X. - SMALL WIRELESS FACILITIES DEPLOYMENT**33-10-1 Purpose and Scope.**

Purpose. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village's jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner that is consistent with the Act.

Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

33-10-2 Definitions.

For the purposes of this Ordinance, the following terms shall have the following meanings:

Antenna – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

Applicant – any person who submits an application and is a wireless provider.

Application – a request submitted by an applicant to the Village for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

Collocate or **collocation** – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

Historic district or **historic landmark** – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole – a utility pole owned or operated by the Village in public rights-of-way.

Permit – a written authorization required by the Village to perform an action or initiate, continue, or complete a project.

Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate – a recurring charge.

Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.

Small wireless facility – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

Wireless provider – a wireless infrastructure provider or a wireless services provider.

Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider – a person who provides wireless services.

Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

33-10-3 Regulation of Small Wireless Facilities.

Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Permit Required. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

(1) Application Requirements. A wireless provider shall provide the following information to the Village, together with the Village's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

- a. Site specific structural integrity and, for a municipal utility pole, 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 the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
- g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The Village shall process applications as follows:

- a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village 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 the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the Village fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village 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 the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- d. The Village shall deny an application which does not meet the requirements of this Ordinance.

If the Village determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall

approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the Village's review period.

The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application 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.

- e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement, provided by the Village for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

- (3) Completeness of Application. Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

- (4) Tolling. The time period for applications may be further tolled by:
 - a. An express written agreement by both the applicant and the Village; or
 - b. A local, State or federal disaster declaration or similar emergency that causes the delay.
- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant'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, the Village 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. The Village may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable Village codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

Collocation Requirements and Conditions.

- (1) Public Safety Space Reservation. The Village may reserve space on municipal utility poles for future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.
- (2) Installation and Maintenance. The wireless provider 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 Ordinance. The wireless provider 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.
- (3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's 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 the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference 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.

The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (4) The wireless provider shall not collocate small wireless facilities on Village utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider 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.

- (5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
- (6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a Village ordinance, written policy adopted by the Village, a 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.
- (7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
- b. 45 feet above ground level.

- (9) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a VARIANCE in conformance with procedures, terms and conditions set forth in ARTICLE XXI - VARIANCES SECTIONS 40-21-1 through 40-21-5 OF FREEBURG ZONING CODE.
- (10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- (11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
- (12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.
- (13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider 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 the Village grants an extension in writing to the applicant.

Application Fees. Application fees are imposed as follows:

- (1) Applicant 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.
- (2) Applicant 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.
- (3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- (4) The Village shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - a. routine maintenance;
 - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
 - c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
- (5) Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- (1) property owned by a private party or property owned or controlled by the Village or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- (2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
- (3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities

are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

Pre-Existing Agreements. Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on Village utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the Village that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

Annual Recurring Rate. A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the Village utility pole.

If the Village has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

33-10-4 Dispute Resolution.

The Circuit Court of St. Clair County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

33-10-5 Indemnification.

A wireless provider shall indemnify and hold the Village 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 the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider 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 the Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

33-10-6 Insurance.

The wireless provider shall carry, at the wireless provider's 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 its activities on the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of Village improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

33-10-7 Severability.

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

3-10-8 Effective Date.

This Ordinance shall be in full force and effect on July 16, 2018.

PASSED THIS 16th day of July, 2018.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED THIS 16th day of July, 2018.

Village President

ATTEST:

Village Clerk

Village Attorney

VILLAGE OF FREEBURG MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agreement) made this ____ day of _____, 2018, between the Village of Freeburg, with its principal offices located at 14 Southgate Center, Freeburg, IL 62243, hereinafter designated LICENSOR and _____, with its principal offices at _____, 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, 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 Section 2 of the Small Wireless Facilities Deployment Ordinance (**Ordinance No. 1663**, 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 small 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. 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 not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of 8 feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.

- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by Ordinance 1663 of the LICENSOR.

LICENSEE shall comply with all the terms and conditions of LICENSOR's **ARTICLE IV. - CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY**

- g) , as now or hereafter amended] in regards to construction of utility facilities.
- h) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with applicable spacing requirements in Ordinance 1663 concerning the location of ground-mounted equipment located in the right-of-way. *(NOTE: the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- j) LICENSEE shall comply with Ordinance 1663 concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any. *(NOTE the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- k) LICENSEE shall comply with Ordinance 1663 for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) 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 Ordinance 1663 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.
- m) LICENSEE shall comply with the Ordinance 1663 that concern public safety.
- n) 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.
- o) LICENSEE shall comply with [INSERT SPECIFIC DESIGN STANDARDS] for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in [INSERT SPECIFIC PROVISIONS, as now or hereafter amended] adopted

by LICENSOR, LICENSOR's comprehensive plan dated March, 2015, 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.

- p) LICENSOR requires the following design or concealment measures in a historic district or historic landmark:

[INSERT DESIGN AND CONCEALMENT STANDARDS]

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

- 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 Ordinance 1663.
- 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 Ordinance 1663, as now or hereafter amended.
- c) LICENSOR shall approve an application unless the application does not meet the requirements of Ordinance 1663, as now or hereafter amended.
- d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the Requirements of Ordinance 1663 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.

- e) 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.
 - f) 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.
 - g) 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 Ordinance No. 1663, 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 Ordinance No. 1663, as now or hereafter amended. 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 shall carry, at LICENSEE's 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 its activities on LICENSOR improvements or rights-of-way to afford [Insert minimum protection limits consistent with requirements of other users of LICENSOR improvements or rights-of-way, including coverage for bodily injury and property damage. Example: LICENSEE agrees that at its own cost and expense, LICENSEE will maintain general liability insurance with limits not less than \$ five million dollars or injury to or death of one or more persons in any one occurrence and \$five million dollars for damage or destruction to property in any one occurrence.) LICENSEE shall include LICENSOR as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of LICENSOR 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.

- 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:
Village Administrator
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243

Copy to:
Weilmuenster & Keck, P.C.
Attn: Fred Keck
3201 West Main Street
Belleville, IL 62226

LICENSEE:

Name
Company
Address
Village, State Zip

Copy to:
Name
Company
Address
Village, State Zip

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 per small wireless facility 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:

Village of Freeburg, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE:

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this ____ day of _____, _____, between the Village of Freeburg, whose principal place of business is _____ (LICENSOR), and _____, whose principal place of business is _____ (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village Freeburg 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, payable to LICENSOR at 14 Southgate Center, Freeburg, IL 62243. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE 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

Village of Freeburg, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Premises

(see attached site plans)

**Village of Freeburg
Public Works Department/Planning or Zoning Division
14 Southgate Center
Freeburg, IL 62243
(618) 402-6466**

MODEL SMALL WIRELESS FACILITIES PERMIT APPLICATION

APPLICANT INFORMATION

| | | |
|-----------------|---------------------------|-----------------------|
| Applicant Name: | | Date: |
| Applicant is a: | Carrier/Wireless Provider | Representative Other: |
| Company Name: | | |
| Address: | | |
| Village: | State: | ZIP Code: |
| Phone: | Email: | |

PROPOSED SITE LOCATION

| | | |
|---|--------|-----------|
| Property Address: | | |
| Village: | State: | ZIP Code: |
| Closest Intersection (Distance and Direction from): | | |

EXISTING POLE/STRUCTURE INFORMATION

| | | |
|---|----------------------------------|-------------|
| New Pole/Structure Construction? Yes No | | |
| Pole/Structure ID Number: | Height of Pole/Structure (feet): | Pole Color: |
| Existing Attachment(s) on Pole/Structure? (e.g., banners, light fixtures) Yes No | | |
| Existing Structure Owner: | | |
| Name of Structure Owner Representative: | | |
| Address: | | |
| Village: | State: | ZIP Code: |
| Phone: | E-mail: | Fax: |

PROPERTY OWNER INFORMATION

| | | |
|---|--------|-----------|
| In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation. Permission has been granted by property owner? Yes No | | |
| Name: | | |
| Address: | | |
| Village: | State: | ZIP Code: |
| Phone: | Email: | |

APPLICATION REQUIREMENTS

The following documents must be attached or included for the Application to be complete:

Application fee(s)

Site specific structural integrity, AND for a municipal utility pole

Make-ready analysis prepared by a structural engineer

The location where each proposed small wireless facility or utility pole would be installed

Photographs of the proposed site location and its immediate surroundings

Specifications and drawings prepared by a structural engineer for each proposed small wireless facility

The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility

A proposed schedule for the installation and completion of each small wireless facility, if approved

Proof of permission granted by property owner, if existing pole not owned by the Village

ATTESTATION, ACKNOWLEDGMENT & SIGNATURE

I attest to the best of my knowledge and belief, that the information stated in this application and in all supporting plans and documents is true and accurate. To the best of my knowledge, I certify that the proposed collocation complies with the terms of the "Collocation Requirements and Conditions" Section of VILLAGE's Small Wireless Facility Deployment Ordinance.

Signature of Applicant:

Date:

Printed Name of Applicant:

Title:

****FOR ADMINISTRATIVE USE ONLY****

Date Application was submitted:

Application is: Complete Incomplete

If incomplete, date the Applicant was notified:

Missing documents or information:

ORDINANCE NO. 1664

**AN ORDINANCE AMENDING CHAPTER 40 OF THE REVISED
CODE OF THE VILLAGE OF FREEBURG, ST. CLAIR
COUNTY, ILLINOIS (B-2 Highway Business Permitted Uses
And Commercial, office service Number of Parking Spaces)**

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF
THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, THAT:

CHAPTER 40, ZONING CODE

Section 40-1-9, DEFINITIONS.

Add the definition of Video Gaming Parlor: An establishment or a business whose primary purpose is to operate video gaming terminals as defined under the Illinois Video Gaming Act and in which the sale or pre-packaged foods or snacks and alcoholic beverages are only incidental to the operation of the video gaming terminals. These establishments cannot have patios, musical events, additional games such as pool tables, pinball machines, etc.

Section 40-11-4, B-2 Highway Business District:

40-11-4(I), PERMITTED USES, is amended to read as follows:

Replace Current (7) - (Accessory uses) with Video Gaming Parlor.
Add (8) Accessory uses in accordance with **Section 40-2-15**.

Section 40-15-13: NUMBER OF PARKING AND LOADING SPACES REQUIRED.

(C) Commercial, office service: Add Video Gaming Parlor Parking Spaces:

| <i>Parking Spaces Use</i> | <i>Loading Spaces Required</i> | <i>Required (if any)</i> |
|-------------------------------|--|---|
| Video Gaming Parlor | 1 space per 2 seats or 1 space Per 200 sq. ft. of floor area, whichever is greater | 1 space per structure having 10,000 sq. ft. or more of floor area |

The ordinance becomes effective after its passage and publication as prescribed by law.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY,
AND APPROVED BY THE VILLAGE PRESIDENT THIS ___ DAY OF July, 2018.

AYES _____ NAYS _____

ABSENT _____ ABSTAIN _____

ORDINANCE NO. 1664 cont.

Approved this _____ day of July, 2018.

Seth E. Speiser
Village President

ATTEST:

Approval as to Legal Form:

Jerry Lynn Menard
Village Clerk

Village Attorney

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Michael Heap
Lisa Meehling

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

ELECTRIC COMMITTEE MEETING (Blaies/Albers/Heap/Meehling) Wednesday, July 11, 2018 at 5:30 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The meeting of the Electric Committee was called to order at 5:33 p.m. on Wednesday, July 11, 2018 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Denise Albers, Trustee Mike Heap, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Ray Matchett, Trustee Dean Pruett, Village Attorney Fred Keck, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Head Lineman Shane Krauss, Water/Sewer Department Leader Gregg Blomenkamp, Zoning Administrator Matt Trout, Village Administrator Tony Funderburg (absent) and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of June 13, 2018 Minutes: Trustee Denise Albers motioned to approve the June 13, 2018 minutes and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.
2. Surplus Equipment: Head Lineman Shane Krauss advised the surplus police car sold for \$5,170.00. We don't have any other items out for bid at this time.
3. Customer Issues: Shane advised with the recent storm, we had outages with the largest group around N. Monroe – N. Belleville where a tree limb came down on the wires in the alley. Overall, we came through the storm quite well.
4. Freeburg Country Mart LED Lighting Project: Shane is going to reach out to Mr. Koppies to see where this project stands since Rodd Whepley hasn't heard anything. He confirmed we have their metering in place.
5. New 5G Wireless Initiative: Attorney Keck advised he is recommending all the communities he represents adopt the ordinance as IML has written it. He confirmed it needs to be passed by August 1st. and recommended it be presented at the next board meeting.

Trustee Lisa Meehling motioned to recommend to the full Board Ordinance #1663, Small Wireless Facilities Deployment Ordinance; An Ordinance Providing for the Regulation of and Application for Small Wireless Facilities and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.

6. Solar on Police Expansion: Public Works Director John Tolan would like us to hold off until the rules from the ICC comes down. He will receive an update at next week's executive board meeting at IMEA. He said there will be a bigger incentive for non profit organizations and schools. Matt advised he sent the information on net metering to Father Mark at St. Joe's. Shane was contacted today by St. Joe's for their LED lighting project, and he said that next year may be a better time for this project.

B. NEW BUSINESS:

1. Boiler and Pressure Vessel Inspection: Shane advised our insurance company inspects our air tanks for safety and everything passed. Shane has been working to document everything and keep our records updated.

Chief Schutzenhofer said with the proceeds from the sale of the police car, he would like to use them to put towards our portion of the interoperability equipment which will cost \$10,000. The fire department, grade school and high school are agreeable to contributing to the cost of the equipment and their portin will be \$2,142.72. The proceeds from the sale of the police car are approximately \$4,900. Chief Schutzenhofer stated this is the best option to use. The equipment has multiple connections and more options to better work between the departments. The committee agreed with Mike's request.

He also stated he would like to purchase three AEDs for the electric department bucket truckets at a cost of \$5,103.80 and would like to use the proceeds from the golf tournament fundraiser. They were unable to outfit each truck with an AED last year. Matt Trout Trout stated when Mike took over the chief position, it was agreed to use the funds for that. He also stated we raised \$12,500 this year. The committee agreed to Mike's request.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Lisa Meehling motioned to adjourn at 5:51 p.m and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Michael Heap
Lisa Meehling

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Blaies/Heap/Meehling)
Wednesday, July 11, 2018 at 5:45 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The Public Works Committee Meeting was called to order at 5:53 p.m. on Wednesday, July 11, 2018, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Mike Blaies, Trustee Mike Heap, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Denise Albers, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Water/Sewer Department Leader Gregg Blomenkamp, Police Chief Mike Schutzenhofer, Village Administrator Tony Funderburg (absent) and Office Manager Julie Polson. Guests present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of June 13, 2018 minutes: *Trustee Lisa Meehling motioned to approve the June 13, 2018 minutes and Trustee Mike Blaies seconded the motion. All voting yea, the motion carried.*
2. New Sewer Plant: Public Works Director John Tolan advised he has met with five firms, TWM, Crawford, Murphy & Tilly, Farnsworth Group, Burns and McDonnell and Horner & Shifrin, and conducted plant tours. They are all topnotch firms, and we are going to have a very hard decision to make. He welcomed anyone to sit in on the future meetings.
3. Sewer issues/Sewer Main Jack's Car Wash: John stated the issue behind Kent Heap's home has been fixed and is very happy with it. He met with Jim Feurer, and it turned out to be a different issue than what he thought. His floor drain goes to the corner of the ditch, and TWM had installed an inlet in front of Will Fischer's old house. Jim asked about the flapper valve. John stated Tony told him we would put check valves in there. He will verify that TWM. If they are in, they are the homeowner's responsibility to check it and fix it. We had an overflow at the west plant with that big rain, and it was reported to EPA. He also advised the new trunk line sewer is working well.
4. FSH Minutes: John advised he has been having problems with the water levels in the towers. He said the night the storm came through, SLM got hit with lightning and FSH lost their generator. Work was done on the pressure regulator, so the towers are getting back to normal.
5. W. Apple St./Schiermeier Road/Old Freeburg Road Water Lines: John advised he is going to locate the whole project for Old Freeburg Road for TWM this week. This way, everything can be noted upfront. We are moving towards surveying, and then onto design and bidding.
6. Private Sewer at Potter/West Street: Nothing new.
7. East and West Tower Work: See #4.

Water/Sewer Committee Meeting
Wednesday, July 11, 2018
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- B. NEW BUSINESS:** John said with the tower issues, he is having some communication failures, and WDA Automation is going to replace the PLC in his office. His old PLC will go out to the SAVE site pump station. He will be able to monitor the tower levels from his office. He also advised that he, Shane and Matt met with Alex Klemme yesterday, and they look ready to move forward. Shane requested a service letter from them, so he can order parts in preparation of the work on the subdivision starting this summer. He wanted a commitment in writing. With the water, we've agreed that they will put in the streets and stormwater system. The homeowner will be responsible to pay the tap on fees and we will install the water service. John also commented that he is very happy with our new employee Trevor.
- C. GENERAL CONCERNS:** None.
- D. PUBLIC PARTICIPATION:** None.
- E. ADJOURN:** *Trustee Mike Blaies motioned to adjourn the meeting at 6:10 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson,
Office Manager

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Public Property Committee Meeting
 Streets/Municipal Center/Pool/Parks & Recreation
 (Matchett/Albers/Heap/Pruett)
 Wednesday, July 11, 2018 at 6:00 p.m.

The meeting of the Public Property Committee was called to order at 6:12 p.m., on Wednesday, July 11, 2018, in the Municipal Center by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Denise Albers, Trustee Mike Heap, Trustee Dean Pruett, Mayor Seth Speiser, Village Clerk Jerry Menard, (absent) Trustee Mike Blaies, Trustee Lisa Meehling, Trustee Matt Trout, Village Attorney Fred Keck, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Village Administrator Tony Funderburg (absent) and Office Manager Julie Polson. Guest present: Janet Baechle.

POOL: A. OLD BUSINESS:

1. Pool: Included in the packet is the proposal from NuToys to complete the pour in place system for the playground. Zoning Administrator Matt Trout believes that Tony has about \$40,000 in grant money for this. Public Works Director John Tolan stated this is going to look very nice. Mayor Speiser complimented the staff on how nice the pool looked for the Chamber event on Monday night.

Trustee Denise Albers motioned to recommend to the full Board the NuToys Play Pour Poured in Place proposal not to exceed \$60,648 and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

John advised we received a complaint about a bad smell in the women's side. John said there is a smell, but stated the pool staff is very good about cleaning and disinfecting the bathrooms every day. We are going to put a new fan in there to circulate the air and also replace the toilet. John confirmed the guys are working on the power problem in the pavilion.

B. NEW BUSINESS: None.**STREETS: A. OLD BUSINESS:**

1. Approval of June 13, 2018 Minutes: *Trustee Dean Pruett motioned to approve the June 13, 2018 minutes and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*
2. E. Apple Street Proposed Repair: Nothing new.
3. Drainage Problem Areas (Hill Mine Rd.)/Stormwater Run-Off: John is going to look at Vine Street which experienced some issues with the recent storm. They watch Cedar Lane as well when we have a big rain. John and Matt met with Nancy Burton about the water runoff from the Hawkins development. Rhutasel has engineered a catch basin to hold the water and slow it down. It will go across there, but it is Mr. Hawkins' duty not to let it get there faster.
4. Customer Issues: John advised that Loren Sinn told him that since the area on his property is deeded as a road right of way, he wants the Village to make it a road. The committee was not in agreement.

5. MFT Bid: Nothing new to report.

B. NEW BUSINESS: During the storm, John advised the Deerfield siren sounded horrible. He will check it at the August test, and stated we may need to replace it.

EXECUTIVE SESSION

6:31 P.M.

Trustee Dean Pruett motioned to enter Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)1 and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.

EXECUTIVE SESSION ENDED

6:58 P.M.

The regular session reconvened at 6:59 p.m.

C. GENERAL CONCERNS: Matt said Dirk Downen approached him about his concerns with the parking on Cemetery Road with all the events going on out there. He and Chief Schutzenhofer looked at it, and suggested putting another parking lot in. Trustee Meehling stated it is hard for us to go to the park about this because we don't have anything in our code to back it up. Trustee Pruett made a suggestion for Glen to put something out to inform visitors. Mike said we need to enforce no parking on each side of Cemetery Road.

D. PUBLIC PARTICIPATION: Janet wanted to know where the water in front of high school drain, and John advised it flows to Hill Mine Road. He said we received 4 inches of rain in 45 minutes which is considered a 75-year rain event.

E. ADJOURN: *Trustee Dean Pruett motioned to adjourn the meeting at 7:08 p.m. and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager



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CITY PARK
FREEBURG, IL
OPTION 3
SURFACING

| <u>QTY.</u> | <u>NO.</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> | <u>PRICE</u> |
|-------------|------------|---|-------------------|--------------|
| | | PlayPour Poured in Place | | |
| | | Combination 2" thick (931 sq t), 2 1/2" thick (400 sq ft), 3" thick (1,500 sq ft) and 3 1/2" thick (1,775 sq ft) (thicknesses are subject to a nominal variation) system with top surface in 25% Royal Blue/ 25% Light Gray/ 50% black speckled mix. Includes standard Aromatic binder. Includes freight. | | |
| | | 4,606 Sq Ft | Poured in Place | \$ 60,648 |

Notes:

- * 2" thick poured in place system meets 4' critical fall height.
- * 2 1/2" thick poured in place system meets 5' critical fall height.
- * 3" thick poured in place system meets 6-7' critical fall height.
- * 3 1/2" thick poured in place system meets 8' critical fall height.
- * The above surfacing price includes shipping and installation but does not include any base construction or preparation.
- * Quote does not include security that is needed to protect the surfacing during curing time. Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during intallation process, curing time, and after the installation is completed.
- * Standard 7 year warranty provided.
- * Standard wages included.
- * PlayPour's Poured in Place system is IPEMA certified.
- * PlayPour recommends the following colors be used as accent colors only:
Teal, Yellow, Purple and Primary Red. If one of the listed coors is selected for more than 25% of the top surface, additional charges may need to be added.
- * Light gray, dark gray, sky blue, royal blue, teal, yellow, purple and pearl colors will be slightly distorted and somewhat yellow for the first few months after installation but will return to their natural color after a few months. If this temporary condition is not desirable you may wish us to add a nonyellowing aliphatic binder during the original installation at an additional cost of \$1.45 per sq. ft.
- * Blues, Pearl and Light Gray will amber (yellow) the most when using standard aromatic.
- * Price valid 120 days from day the quote is provided.