AGENDA

Village Board

Tuesday, September 8, 2026
7:00 PM
Temporary Village Hall
1000 E. Woodfield Rd.
Schaumburg, IL 60193

VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

A G E N D A

Informational

Watch Live Webcast Here:

https://youtube.com/live/wDnzurQavXs?feature=share

Thank you for your interest in Schaumburg Village Board meetings! Regular meetings of the Village Board are held at 7 pm on the second and fourth Tuesday of each month at the Schaumburg Village Hall in the Board Room at 1000 Woodfield Road. Members of the public are welcome to attend.

The Village Board uses a consent agenda for its meetings. The consent agenda is comprised of recommendations that have been advanced by 7 standing committees. These standing committee meetings are open to the public and held at regularly scheduled dates and times. Standing committees review items in detail and allow the members to discuss items, reach consensus, and make non-binding recommendations to the full Village Board. Because the items advanced by standing committees have been fully discussed at the committee level, recommendations are generally not subject to further deliberation at Village Board meetings. Items on the consent agenda may also be recommended by the Zoning Board of Appeals, Plan Commission, or the Village Manager. An elected official, staff member, or member of the general public may request that an item be removed from the consent agenda for further discussion. If there is such a request, the item can be removed from the consent agenda and discussed under committee reports.

PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES.

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Minutes

A. August 25, 2026

B. August 25, 2026 (Executive Session)

V. Approval of Expenditures

A. $8,148,235.56

VI. Liquor License Requests

A. Request from Ms. Dora Marquez for One (1) Class A Liquor License for El Mercadito located at 1053 N. Salem (New License).

B. Request from Ms. Jessica Fisher-Comstock for One (1) Class S Liquor License for Casey's located at 780 E. Schaumburg Road (New License).

VII. Consent Agenda

The Consent Agenda will be read in its entirety and voted on as one motion to approve. If you wish to discuss an item further, please indicate that when the item is read by the Village Clerk so that it can be removed from the Consent Agenda and discussed further under Committee Reports. Otherwise, all items will be approved as presented on the Consent Agenda.

VIII. Liquor License Requests - One (1) Day Liquor License Requests

A. Recommendation to Approve the Request from St. Gregory of Nyssa Parish for One (1) Class D One Day Liquor License for Bingo event and to Waive the Fee
- [motion] to recommend the Village Board approve the request from Mr. William Solomon of St. Gregory of Nyssa Parish for One (1) Class D One Day Liquor License for the Bingo event on September 27, 2026 at their campus located at 822 Springinsguth Road (Waived Fee).

B. Recommendation to Approve the request from Global Brew Tap House for One (1) Class D One Day Liquor License for Schaumburg Oktoberfest and to Waive the Fee
- [motion] to recommend the Village Board approve the request from Mr. Shashin Vyas of Global Brew Tap House for One (1) Class D One Day Liquor License for Schaumburg Oktoberfest on October 3, 2026 at Meineke Park located at 220 E. Weathersfield Way (Waived Fee).

IX. Correspondence

A. Recommendation to Approve the Request from Schaumburg AM Rotary Club Foundation to Hold Raffles
- [motion] to recommend the Village Board approve the request from Schaumburg AM Rotary Club Foundation to hold raffles on October 10, 2026, at 201 Schaumburg Court, to approve a variance to Chapter 117.31 of the Schaumburg Municipal Code since the ticket price is greater than $5, and to waive the fidelity bond.

B. Recommendation to Approve the Request from Schaumburg Township Elementary School Foundation to Ratify a Raffle
- [motion] to recommend the Village Board approve the request from Schaumburg Township Elementary School Foundation to ratify a raffle held on September 7, 2026 at 201 Schaumburg Court, and waive the fidelity bond requirement.

C. Recommendation to Approve the Request from District 54 Education Foundation to Hold a Raffle
- [motion] to recommend the Village Board approve the request from District 54

Education Foundation to hold a raffle on November 7, 2026 at 524 E. Schaumburg Road, and to waive the fidelity bond requirement.

X. Proclamations

A. Roosevelt University Day - September 24, 2026

B. Emergency Nurses Week - October 11-17, 2026

XI. Planning, Building, and Development Committee

A. Recommendation to Approve a Master License Agreement with Ripple Fiber Illinois, LLC for the Deployment of Fiber Optic Infrastructure within Village Rights-of-Way - [motion] to recommend the Village Board authorize the Village Manager to execute a Master License Agreement with Ripple Fiber Illinois, LLC of Charlotte, NC, and approve the required Resolution.

B. Recommendation to Approve a Master License Agreement with Lumos Fiber of Illinois, LLC for the Deployment of Fiber Optic Infrastructure within Village Rights-of-Way - [motion] to recommend the Village Board authorize the Village Manager to execute a Master License Agreement with Lumos Fiber of Illinois, LLC of High Point, NC, and approve the required Resolution.

XII. Project Review Group

A. Recommendation to Approve a Site Plan Approval and Woodfield Regional Center Design Review for Crow Holdings Industrial / 1700 Penny Lane - [motion] to recommend the Village Board Approve a Site Plan Approval and Woodfield Regional Center Design Review for Crow Holdings Industrial (1700 Penny Lane - SP2606-01).

XIII. Resolutions (Next Res. R-26-063)

A. Resolution No. R-26-_____A Resolution Approving a Master Right-of Way Use License Agreement between the Village of Schaumburg and Ripple Fiber Illinois, LLC for the Installation, Operation, and Maintenance of a Fiber Optic Network within the Public Rights-of-Way.

B. Resolution No. R-26-_____A Resolution Approving a Master Right-of-Way Use License Agreement between the Village of Schaumburg and Lumos Fiber of Illinois, LLC for the Installation, Operation, and Maintenance of a Fiber Optic Network within the public Rights-of-Way.

XIV. Ordinances (Next Ord. 26-064)

A. Ordinance No. 26-_____An Ordinance Granting a Site Plan Approval and Woodfield Regional Center Design Review for Crow Holdings Industrial (1700 Penny Lane - SP2606-01).

XV. Committee Reports

XVI. Comments from the Public

XVII. Counsel Report

XVIII. President's Report

A. Resignations/Appointments of Committee Members

XIX. Manager's Report

XX. Trustee Comments

XXI. Adjournment

XXII. Executive Session

XXIII. Reconvene

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Manager's Office at 847.923.4705, preferably no later than five days before the meeting.

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

August 25, 2026
09/08/26
Village Board

Presenter:
Lead Department: General Government

Executive Summary:

Recommended Action:

ATTACHMENTS:
- 2026-08-25.docx

VILLAGE OF SCHAUMBURG **"UNAPPROVED"**
VILLAGE BOARD MINUTES
TUESDAY, AUGUST 25, 2026
PARKER HALL

M I N U T E S

I. **CALL TO ORDER:** 7:01 PM

II. **Roll Call** – Trustee Patel, Clar, Sullivan, Madej, Bieschke, LaRosa
President Dailly

STAFF PRESENT: B. Townsend – Village Manager
P. Hewson – Deputy Village Manager
L. Malina – Village Attorney
F. Puccini – Fire Chief
J. Dugan – Deputy Police Chief
L. Petersen – Director/Finance
J. Fitzgerald – Director/Community Development
M. Frank – Director/Economic Development
S. Kenyon – Director/Transportation
M. Hall – Director/Engineering & Public Works
P. Schaak – Director/Information Technology
J. Carey – Director/Human Resources
T. Weiler – Director/Cultural Services
T. Reid – Director/Communications and Outreach

OTHERS PRESENT: H. Raimondi – Chairman/Zoning Board of Appeals
Rich Gerber – Co-Chairman/Plan Commission
D. Watson – Co-Chairman/Plan Commission

III. **PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Trustee Patel.

IV. **APPROVAL OF MINUTES:**

A. Trustee Madej made a motion to approve the August 11, 2026, Village Board Minutes and Trustee Sullivan seconded the motion. Voice vote – 6-0. Motion carried unanimously.

V. **APPROVAL OF EXPENDITURES:**

$7,365,588.30 – Trustee LaRosa made a motion to approve the expenditures as presented and Trustee Sullivan seconded the motion. Roll Call – Trustee Patel, Clar, Sullivan, Madej, Bieschke, LaRosa. No Trustee voted nay. Motion carried unanimously.

VI. PRESENTATIONS

A. Presentation of Twenty-Year Service Award to Joel Downing, Fire Lieutenant / Paramedic.

President Dailly thanked Joel Downing for his 20 years' service to the Village and presented him with his award.

B. Presentation of Twenty-Year Service Award to William Veit, Police Auxiliary Officer.

President Dailly thanked William Veit for his 20 years' service to the Village and presented him with his award.

VII. LIQUOR LICENSE REQUESTS:

A. Request from Mr. Luke Kadyraliev for One (1) Class A Liquor License for Barashka Inc. located at 34 W. Schaumburg Road (New Business).

Luke Kadyraliev came forward to answer any questions the Board may have. Mr. Kadyraliev said the restaurant will be fine dining with a fusion kitchen. President Dailly asked if there were going to be any changes to the restaurant. Mr. Kadyraliev said only cosmetic changes at this time. Trustee Madej asked when the restaurant would open. Mr. Kadyraliev said he originally planned on opening this summer but is now planning for November. There being no objections from the Board, President Dailly explained the process for the liquor license.

B. Request from Mr. Bruce Kinseth for One (1) Class E Liquor License for Springhill Suites located at 1550 McConnor Parkway (New Owner).

T.J. Geurtzen, Area General Manager for Springhill Suites, Courtyard by Marriott, and Residence Inn, came forward to answer any questions the Board may have. Mr. Geurtzen said he is applying for licenses for all 3 locations. President Dailly asked if there would be any changes to the properties. Mr. Geurtzen said not at the present time. There being no objections from the Board, President Dailly explained the process for the liquor license.

C. Request from Mr. Sanket Patel for One (1) Class A Liquor License for Sports Bar & Restaurant located at 2339 Bode Road (New Business).

Sankat Patel came forward to answer any questions the Board may have. Mr. Patel said the property was purchased a year ago and is planning on opening in November. Trustee Bieschke asked if there was a full kitchen and asked to clarify that it was a sports bar and restaurant. Mr. Patel said yes. There being no objections from the Board, President Dailly explained the process for the liquor license.

D. Request from Mr. Vihangkumar Amin for One (1) F1 Liquor License for Royal Bar & Restaurant located at 939 W. Wise Road (New Owner).

No one came forward.

VIII. **CONSENT AGENDA:**

President Dailly stated the consent Agenda will be read in its entirety and voted on as one motion to approve. If you wish to discuss an item further, please indicate that when the item is read by the Village Clerk so it can be removed from the Consent Agenda and discussed further under Committee Reports. Otherwise, all items will be approved as presented on the Consent Agenda.

Jane Lentino, Village Clerk, read the Consent Agenda.

IX. Liquor License Requests - One (1) Day Liquor License Requests

A. Recommendation to Ratify the Request from the Schaumburg Park Foundation for Six (6) Class D One Day Liquor Licenses for the Links Technology Cup golf outing and to Waive the Fees
- [motion] to recommend the Village Board ratify the requests from Mr. Justin Sienkiewicz of the Schaumburg Park Foundation for Six (6) Class D One Day Liquor Licenses for Hopscotch, Schaumburg Park Foundation, Village Tavern & Grill, Church Street Brewing Company, Golf Rose Animal Hospital, and Fogo De Chao for the Links Technology Cup golf outing on August 12, 2026, at the Schaumburg Golf Club located at 401 N. Roselle Road (Waived Fees).

B. Recommendation to Ratify the Request from St. Gregory of Nyssa Parish for One (1) Class D Liquor License for Bingo event and to Waive the Fee
- [motion] to recommend the Village Board ratify the request from Mr. William Solomon of St. Gregory of Nyssa Parish for One (1) Class D One Day Liquor License for the Bingo event on August 23, 2026, at their parish campus located at 822 Springinsguth Road (Waived Fee).

C. Recommendation to Approve the Request from St. Peter Lutheran Church for One (1) Class D One Day Liquor License for Oktoberfest and Trunk n Treat event and to Waive the Fee
- [motion] to recommend the Village Board approve the request from Pastor Jerry Hays of St. Peter Lutheran Church for One (1) Class D One Day Liquor License for Oktoberfest and Trunk n Treat event on September 27, 2026 located at 202 E. Schaumburg Road (Waived Fee).

D. Recommendation to Approve the Request from the Schaumburg A.M. Rotary Club Foundation for One (1) Class D One Day Liquor License for Rotary Club Foundation Fundraiser and to Waive the Fee

- [motion] to recommend the Village Board approve the request from Mr. Brian Bieschke of the Schaumburg A.M. Rotary Club Foundation for One (1) Class D One Day Liquor License for the Rotary Club Foundation Fundraiser on October 10, 2026, at the Al Larson Cultural Center located at 201 Schaumburg Court (Waived Fee).

X. Correspondence

A. Recommendation to Approve the Request from St. Gregory of Nyssa Parish to Hold a Raffle

- [motion] to recommend the Village Board approve the request from St. Gregory of Nyssa Parish to hold a 50/50 raffle on September 13, 2026, at St. Gregory of Nyssa Parish located at 1451 Bode Road, waive the fidelity bond requirement and, since the retail value is over $1,000 approve a variance to Chapter 117.31 of the Schaumburg Municipal Code.

B. Recommendation to Approve the Request from the Hoffman-Schaumburg Knights of Columbus to Fundraise

- [motion] to recommend the Village Board approve the request from Hoffman-Schaumburg Knights of Columbus to fundraise from sunrise to sunset on September 18 and 19, 2026 at the intersections of Schaumburg Road/Meacham Road, Plum Grove Road/Schaumburg Road and Roselle Road/Wise Road.

C. Recommendation to Approve the Request from Schaumburg Business Association to Ratify a Raffle

- [motion] to recommend the Village Board approve the request from Schaumburg Business Association to ratify a raffle held on August 20, 2026, at Wintrust Field located at 1999 S. Springinsguth Road, grant a variance to Municipal Code Section 117.31, and waive the fidelity bond requirement.

D. Recommendation to Approve the Request from Prairie Center Arts Foundation to Hold a Raffle

- [motion] to recommend the Village Board approve the request from Prairie Center Arts Foundation to hold a raffle and tickets will be sold from October 10, 2026, through December 19, 2026, at Al Larson Cultural Center located at 201 Schaumburg Court, to grant a variance to Code Section 117.31, and to waive the fidelity bond requirement.

XI. Proclamations

A. National Food Safety Education Month - September 2026

B. Mast Cell Activation Syndrome Awareness Day - October 1, 2026

XII. Engineering and Public Works Committee

A. Recommendation to Approve Alternative 2 (off-street path) as the Proposed Design Configuration for the Weathersfield Way Resurfacing Project

- [motion] to recommend the Village Board Approve Alternative 2 (off-street path) as the Proposed Design Configuration for the Weathersfield Way Resurfacing Project.

B. Recommendation to Approve an Agreement for the Martingale Road and Higgins Road Bike Path - Phase II Design Services with BLA, Inc.
- [motion] to recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement for the Martingale Road and Higgins Road Bike Path - Phase II with BLA, Inc. of Itasca, IL in the amount of $951,043, and approve the required Resolution.

XIII. Finance, Legal, and General Government Committee

A. Recommendation to Approve the Finance Department Monthly Report for June 2026
- [motion] to recommend the Village Board approve the Finance Department Monthly Report for June 2026.

B. Recommendation to Approve the Finance Department Monthly Report for July 2026
- [motion] to recommend the Village Board approve the Finance Department Monthly Report for July 2026.

C. Recommendation to Approve Membership Dues for National League of Cities
- [motion] to recommend the Village Board approve membership in the National League of Cities, and that membership dues in the amount of $7,214 be paid.

D. Recommendation to Approve the First Amendment to the FY 26/27 Annual Budget to Complete FY 25/26 Capital Improvement Projects
- [motion] to recommend the Village Board adopt an Ordinance making the first amendment to the Fiscal Year 2026/27 Annual Budget.

E. Recommendation to Authorize the Village Manager to Acquire Property/Casualty and Workers' Compensation Excess Insurance at a Cost Not to Exceed $1,479,872
- [motion] to recommend to the Village Board authorize the Village Manager to acquire property/casualty and workers' compensation excess insurance in an amount not to exceed $1,479,872, inclusive of the insurance broker's fee, and approve the required Resolution.

F. Recommendation to Approve the Agreement with the Schaumburg Dance Ensemble for the 2026 Nutcracker Production
- [motion] to recommend the Village Board authorize the Village Manager to execute an agreement, not to exceed $116,000, with the Schaumburg Dance Ensemble for the 2026 production of The Nutcracker, and approve the required Resolution.

G. Recommendation to Approve a Development Agreement for a Cook County Class 6B Tax Incentive at 1700 Penny Lane for CHI/Acquisitions, L.P. with Special Circumstances

- [motion] to recommend to the Village Board approve a Development Agreement for a Cook County Class 6B Tax Incentive at 1700 Penny Lane for CHI/Acquisitions, L.P. with Special Circumstances, and approve the required Resolution.

XIV. Plan Commission

A. Recommendation to Approve a Preliminary and Final Plat of Consolidation for Crow Holdings / 1700 Penny Lane
- [motion] to recommend the Village Board approve a Preliminary and Final Plat of Consolidation for Crow Holdings (1700 Penny Lane - P2607-03).

XV. Zoning Board of Appeals

A. Recommendation to Approve a Special Use for a Dog Grooming Facility for Pretty Paws Pet Spa / 1120 S. Springinsguth Road
- [motion] to recommend the Village Board Approve a Special Use for a Dog Grooming Facility for Pretty Paws Pet Spa (1120 S. Springinsguth Road - Z2605-06).

B. Recommendation to Approve a Special Use for a Daycare Center for Ashford Academy / 22 Kristin Drive
[motion] to recommend the Village Board Approve a Special Use for a Daycare Center for Ashford Academy (22 Kristin Drive - Z2607-01).

XVI. Award of Bid

A. Recommendation to Award Bid for the Streetlight Painting Program to Muscat Co. - - - - [motion] to recommend the Village Board award the bid for the Streetlight Painting Program to the lowest responsible bidder, Muscat Co. of East Dundee, IL in an amount not to exceed $78,000.

XVII. Resolutions (Next Res. R-26-059)

A. Resolution No. R-26-059 A Resolution Authorizing the Village Manager and Village Clerk to Execute an Agreement for Martingale Road and Higgins Road Bike Path - Phase II with BLA, Inc.

B. Resolution No. R-26-060 A Resolution Authorizing Village Manager to Acquire Property/Casualty and Workers' Compensation Excess Insurance at a Cost Not to Exceed $1,479,872.

C. Resolution No. R-26-061 A Resolution Approving and Authorizing the Execution of a Talent Buying Agreement between Village of Schaumburg and Schaumburg Dance Ensemble.

D. Resolution No. R-26-062 A Resolution Approving and Authorizing a Cook County Class 6B Real Estate Tax Classification for 1700 Penny Lane, Schaumburg, Illinois (Chi/Acquisitions, L.P.).

XVIII. Ordinances (Next Ord. 26-060)

A. Ordinance No. 26-060 An Ordinance Granting a Special Use for a Dog Grooming Facility for Pretty Paws Pet Spa (1120 S. Springinsguth Road – Z2605-06).

B. Ordinance No. 26-061 An Ordinance Granting a Special Use for a Daycare Center for Ashford Academy (22 Kristin Drive – Z2607-01).

C. Ordinance No. 26-062 An Ordinance Making the First Amendment to the Annual Budget for the Village of Schaumburg for the Fiscal Year Commencing May 1, 2026, and Ending April 30, 2027.

D. Ordinance No. 26-063 An Ordinance Granting Approval of a Preliminary and Final Plat of Consolidation for Crow Holdings (1700 Penny Lane – P2607-03).

Trustee Madej made a motion to approve the Consent Agenda with Trustee Bieschke abstaining from voting on

Item D under Liquor License Requests

and Trustee Sullivan seconded the motion. Roll Call – Trustee Patel, Clar, Sullivan, Madej, Bieschke, LaRosa voted aye. No Trustee voted nay. Motion carried unanimously.

XVIII. COMMITTEE REPORTS:

A. Recommendation to Approve a Special Use for Homebased Business - Permit Two Employees at the Home for 923 Jeffery Court
- [motion] to recommend the Village Board Approve a Special Use for Homebased Business - Permit Two Employees at the Home (923 Jeffery Court - P2606-01)

Julie Fitzgerald, Director/Community Development, came forward to give background information for the request. She said that there was a complaint that 2 employees were coming to the home daily to pick up the 2 commercially branded mini vans that were being stored at the residence. She said that under the Village's code the vans are not classified as commercial vehicles as they are mini vans with Class B plates. She said Staff recommended denial of the request because it deviates from the list of rules and requirements for home-based businesses and must be approved through Special Use based on employees coming to the residence to pick up the vans and leaving their cars. She said Staff felt the business was operating differently than a normal residential neighborhood character and would have a negative impact.

Ms. Fitzgerald said other complaints came in earlier when there was a sign in the yard and because of equipment being stored outside, and there was quick compliance in regard to those complaints. She said Plan Commission voted to approval of the use which was inconsistent with Staff recommendation and offered to answer any questions.

Village Manager Townsend asked if the property owner was also the business owner. Ms. Fitzgerald clarified that this is a rental property and the business owner and property owners are 2 different entities.

Don Watson, Co-Chairman/Plan Commission, came forward to say that Staff denial was based on the wording of the ordinance that referenced the 2 employees were not residents of the home. He said the petitioner made the distinction by saying the employees only pick up the vans in the morning and drop them off later in the day do not enter the residence and therefore did not breach the language of the ordinance.

Mark Tarullo, Resident and Business Owner, came forward and said he rented the location in March to store supplies in the garage. He said the business is a franchise that is started in the home and the service performed at client's homes. He said as the business grew, he needed to hire employees. He said one employee gets dropped off or he brings the van to the employee and gets driven back to the residence. He said the complaint about outside storage was because he forgot to put a backpack away after cleaning out the garage.

Mr. Tarullo said he received another citation when his son parked his car at the residence while they went to Wisconsin over Memorial Day weekend. He said he plans on moving to a commercial space when the business grows a bit more. He said the business is seasonal and the vans will be parked indefinitely, possibly offsite, by around mid-October. Mr. Tarullo offered to answer any questions.

President Dailly asked if there were any residents who wished to comment. There were none.

President Dailly asked for questions/comments from the Board.

Trustee Clar asked how much square footage in the garage is taken up by chemical storage and if the chemicals are flammable. Mr. Tarullo said the racks are 2ft x 6ft x 8ft and the chemicals are not flammable. Trustee Clar asked to clarify that the business has been operating without permission. Mr. Tarullo said yes but he didn't realize that permission was required.

Trustee Madej asked to clarify that the business was started in Bloomingdale and whether he had a license to operate a home-based business there. Mr. Tarullo said he didn't realize he needed one because clients didn't come to the residence and there was no advertising other than the van parked in the driveway because it was just him for the first year. Trustee Madej asked of his whole family lives at the residence. Mr. Tarullo said he lives alone in the 3-bedroom house, and one bedroom has a computer in it.

Trustee Bieschke asked about the complaints that equipment was being cleaned, and chemicals were being washed into the sewer and what the safety implications were. Mr. Tarullo said there is a 100-gallon tank in the van, and he adds the product to it, and that the only thing he rinses the sideboards of the vans and the mats. He said he is registered with the State and cannot rinse products down a drain, and only water dirt or detergent would go down a drain.

Trustee Sullivan asked Ms. Fitzgerald to clarify the amount of square footage allowed for a home-based business. Ms. Fitzgerald said the maximum requirement is 160 square feet, and the estimate of this one is a 90 square foot bedroom and roughly 30 square feet in the garage.

Trustee Madej asked if the vehicles take up square footage. Ms. Fitzgerald said the vehicles don't count toward the square footage. She said the Village has Special Uses for hair salons for nail salons, for example, which allows up to 6 clients per day, and this is 8 trips, which is what impacted the character of the neighborhood.

President Dailly said years ago the Village became concerned about the number of residents using their home for business and work from home. He said except for daycare, an individual working from home was one thing, but the idea was not to change the character of the residential neighborhood, and commercial operations are run from a commercial location. He said this business is a commercial operation. He said this is not the type of business that should be run out of the home.

B. Ordinance No. 26-064 An Ordinance Granting a Special Use for Homebased Business - Permit Two Employees at the Home (923 Jeffery Court – P2606-01).

Trustee Clar made the Motion to deny granting a Special Use for Home Based Business – Permit 2 Employees at the Home – 923 Jeffrey Court. Trustee Madej seconded the motion. Roll Call – Trustee Patel, Clar, Sullivan, Madej, Bieschke, LaRosa voted aye. No Trustee voted nay. Motion carried unanimously.

President Dailly said they Village is not unsympathetic to the situation and Staff should work with the business owner to find a location for his business.

Mr. Tarullo asked if it would be ok if no employees came to the house and he brought the van to them. Ms. Fitzgerald clarified that if the employees do not come to the residence the business can run as a home-based business under the provisions of the ordinance. She said a license would be required.

Mr. Tarullo expressed concern over the citation for the personal situation and felt infringed upon. Ms. Fitzgerald said Staff will work with him on a timeframe.

Attorney Malina said the reason for the continuance was because he was seeking Special Use. He said the circumstances are subject to discussion, and they will work with him.

XIX. COMMENTS FROM THE AUDIENCE:

Julian Garcia, owner of Velocity Vending Services, said they do different variations of vending machines and came across the Village's ban on nicotine vending and wanted to see if why it was banned and possibly start a pilot program.

President Dailly asked the Board if anyone was interested in a discussion. All said no. President Dailly thanked Mr. Garcia for coming to the meeting.

XX. COUNSEL REPORT:

Lance Malina, Village Attorney, said the Village Board meeting will go into closed session, inclusive of adjournment, and will not reconvene. He said no action will be taken

XXI. PRESIDENT'S REPORT:

President Dailly said he received notice from Melissa Cameron, Boys and Girls Club, thanking Chief Wolf for being recognized for being Partner of the Year, and said the Chief is very proactive when it comes to teens and young people of the community.

XXII. MANAGER'S REPORT:

No Manager's Report.

XXIII. TRUSTEE COMMENTS/MENTIONS:

No Trustee Comments/Mentions

XXIV. ADJOURNMENT:

Trustee Clar made a motion to adjourn the Village Board meeting at 7:47 PM and go into Executive Session

A. In accordance with Sec 2(c)(11) of the Open Meetings Act, (Litigation). When an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

and Trustee Sullivan seconded the motion. Roll Call – Trustee Patel, Clar, Sullivan, Madej, Bieschke, LaRosa. No Trustee voted nay. Motion carried unanimously.

_____ _____

Jane Lentino
Village Clerk

Date Approved

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

August 25, 2026 (Executive Session)
09/08/26
Village Board

Presenter:
Lead Department: General Government

Executive Summary:

Recommended Action:

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

$8,148,235.56
09/08/26
Village Board

Presenter:
Lead Department: Finance

Executive Summary:

Recommended Action:

ATTACHMENTS:
- 2026-09-08 Bill List Approval.pdf

VILLAGE OF SCHAUMBURG

PROGRESS THROUGH THOUGHTFUL PLANNING

MEMORANDUM

DATE: September 4, 2026

TO: President, Village Board, Village Clerk

FROM: Director of Finance

SUBJECT: Approval of Disbursements

Attached is a summary of bills to be presented for approval at the September 8, 2026 meeting of the Village Board of Trustees. The total amount of the bills list for approval is $5,660,977.13. This bills list is dated August 22, 2026 through September 4, 2026.

Also for approval is the payroll dated September 4, 2026 for a total amount of $2,487,258.43.

The total amount of disbursements for approval is $8,148,235.56.

Lisa Petersen

Lisa Petersen
Director of Finance

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
911 Tech Inc	September 2026	$4,000.00	Subscription Fee
		$4,000.00	
Accurate Translation Bureau	September 2026	$319.60	Language Services
		$319.60	
Action Lock & Key Inc	September 2026	$225.00	Door Lock and Repairs
	September 2026	$2,262.58	Threshold Installation Boomers
		$2,487.58	
Adam Wis	September 2026	$27.60	Travel Reimbursement
		$27.60	
Al Warren Oil Company Inc	September 2026	$31,076.00	Unleaded Fuel
		$31,076.00	
Alexandra Moss	September 2026	$128.44	Mileage Reimbursement
		$128.44	
Almost Home Foundation	September 2026	$14,387.00	Project Security Refund
		$14,387.00	
Alvarez and Associates	September 2026	$4,000.00	Professional Services
		$4,000.00	
Alvarez, Inc.	September 2026	$38.63	Weed Abatement Program
	September 2026	$58.71	Weed Abatement Program
	September 2026	$74.16	Weed Abatement Program
	September 2026	$97.34	Weed Abatement Program
	September 2026	$123.60	Weed Abatement Program
	September 2026	$157.59	Weed Abatement Program
		$550.03	
AP Triton, LLC	September 2026	$2,500.00	Fire Dept Strategic Plan
		$2,500.00	
Aquatic Eco Systems	September 2026	$382.00	Pond Monitoring at Town Square
		$382.00	
AT&T	September 2026	$35.71	Telephone Service
	September 2026	$53.99	Telephone Service
	September 2026	$420.97	Telephone Service
		$510.67	
Bark Loud Entertainment	September 2026	$2,600.00	Entertainment for Hops and Props
		$2,600.00	
Belmonte Printing Company	September 2026	$81.00	Business Cards
	September 2026	$1,143.00	DUI Books

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
Belmonte Printing Company	September 2026	$501.00	Septemberfest Insert
		$1,725.00	
Brian A. Townsend	September 2026	$448.30	Travel Reimbursement
		$448.30	
Builders Asphalt LLC	September 2026	$86.14	Hot Mix Asphalt
	September 2026	$356.95	Hot Mix Asphalt
	September 2026	$365.80	Hot Mix Asphalt
	September 2026	$9,472.45	Hot Mix Asphalt
	September 2026	$17,654.57	Hot Mix Asphalt
	September 2026	$17,775.52	Hot Mix Asphalt
		$45,711.43	
Builders Paving LLC	September 2026	$1,004,892.67	Street Improvement Project
		$1,004,892.67	
Bulk Storage Inc	September 2026	$8,500.00	Salt Dome Roof Repair
		$8,500.00	
C. Szabo Contracting	September 2026	$443,594.18	Water Main Replacement
		$443,594.18	
Camosy Incorporated	September 2026	$2,625,035.73	Village Hall Construction
		$2,625,035.73	
Canada Inc Wristband Man	September 2026	$1,693.40	Wristbands For Septemberfest
		$1,693.40	
CDWG LLC	September 2026	$320.73	HP Voice Port Adapters
	September 2026	$427.64	HP Voice Port Adapters
	September 2026	$478.00	Lenovo Support
	September 2026	$5,998.00	Tech Replacements for Communications
		$7,224.37	
Central Square Technologies LLC	September 2026	$1,238.31	Alarm Billing Outsource Services
		$1,238.31	
Christopher B Burke Engineering Ltd	September 2026	$11,423.75	Professional Services
		$11,423.75	
Circle K Stores Inc.	September 2026	$749.00	Car Washes and Detailing
		$749.00	
Citywide Elevator Inspection Services Inc	September 2026	$256.00	Elevator Inspection Services
	September 2026	$1,464.00	Elevator Inspection Services
	September 2026	$1,688.00	Elevator Inspection Services
		$3,408.00	

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
Civiltech Engineering Inc	September 2026	$16,819.86	Eng Svcs Higgins Rd Bike Path
	September 2026	$3,792.10	Meacham Golf Bike Path Construction Admin
	September 2026	$8,538.66	Small Cell Permit Assistance
		$29,150.62	
Comcast Cable Communications	September 2026	$36.43	Cable for EOC
	September 2026	$17,139.04	MetroE Network & Internet
		$17,175.47	
Commonwealth Edison	September 2026	$23.95	Utility Service
	September 2026	$102.30	Utility Service
	September 2026	$108.11	Utility Service
	September 2026	$110.32	Utility Service
	September 2026	$190.17	Utility Service
	September 2026	$248.71	Utility Service
	September 2026	$313.23	Utility Service
	September 2026	$337.27	Utility Service
	September 2026	$502.80	Utility Service
	September 2026	$585.42	Utility Service
	September 2026	$857.61	Utility Service
	September 2026	$1,123.62	Utility Service
	September 2026	$1,402.44	Utility Service
	September 2026	$1,675.08	Utility Service
	September 2026	$7,743.84	Utility Service
		$15,324.87	
Constellation Energy Services - Natural Gas LLC	September 2026	$3,425.05	Utility Service
		$3,425.05	
Cook County Treasurer	September 2026	$30,695.46	Traffic Signal Maintenance
		$30,695.46	
Costar Realty Information Inc	September 2026	$855.71	Monthly Subscription
		$855.71	
Country Lane Park Condominiums	September 2026	$2,500.00	Refund Permit Fees
		$2,500.00	
Crawford Murphy & Tilly Inc	September 2026	$3,492.24	Construction Admin for Airport Security Gate
	September 2026	$488.80	Hangar D&E Pavement Construction Phase Svcs
	September 2026	$361.70	Self-Serve Aviation Fuel Pump Const Admin
		$4,342.74	
Crystal Maintenance Plus, Corp	September 2026	$1,400.00	Airport & PD Flood Cleaning
		$1,400.00	

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
CSSBOS, LLC	September 2026	$7,374.00	Replacement Brass Plaques Sculpture Park
		$7,374.00	
Czaplicki Lopez, PLLC	September 2026	$2,127.60	Bi Annual Bridge and Culvert Inspections
	September 2026	$2,875.00	Bi Annual Bridge and Culvert Inspections
		$5,002.60	
DACRA Adjudication Systems LLC	September 2026	$4,134.00	Monthly Service Fee
		$4,134.00	
David Carlson	September 2026	$468.16	Mileage Reimbursement
		$468.16	
David G Eterno	September 2026	$300.00	Professional Services
		$300.00	
Deluca Visual Solutions Inc	September 2026	$170.00	Public Hearing Sign
		$170.00	
Dive Rescue International Inc	September 2026	$8,863.55	Mustang Ice Rescue Suit
		$8,863.55	
Diverzify Buyer, LLC	September 2026	$24,898.00	FS 54 Carpet Replacement
		$24,898.00	
DJ's Scuba Locker Inc	September 2026	$155.00	Dry Suit Repair
		$155.00	
DVM Insurance Agency	September 2026	$1,270.53	Pet Insurance Employee Paid
		$1,270.53	
Dylan Mayer	September 2026	$272.08	Mileage Reimbursement
		$272.08	
Elizabeth DeChant	September 2026	$68.10	Mileage Reimbursement
		$68.10	
Elliot Rose	September 2026	$368.00	Travel Reimbursement
	September 2026	$2,350.20	Travel Reimbursement
		$2,718.20	
Elxsi	September 2026	$3,347.00	Annual Support Plan for the TV Truck Software
		$3,347.00	
ENGIE North America Inc	September 2026	$250.62	Utility Service
	September 2026	$1,042.23	Utility Service
	September 2026	$2,743.39	Utility Service
	September 2026	$3,779.98	Utility Service
	September 2026	$6,351.86	Utility Service
	September 2026	$12,388.76	Utility Service

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
ENGIE North America Inc		**$26,556.84**	
Eurofins Environment Testing North Central, LLC	September 2026	$2,959.25	IEPA Mandated Water Samples
		$2,959.25	
Farrukh Ghazala	September 2026	$50.00	Refund Overpayment
		$50.00	
Friendly and Feral Cat Rescue	September 2026	$86.25	Stray Animal Fee
		$86.25	
Gewalt Hamilton Associates, Inc.	September 2026	$4,476.16	Professional Services
	September 2026	$4,907.63	Professional Services
		$9,383.79	
Gooroos USA LLC	September 2026	$2,250.00	Performance Fee At 90N
		$2,250.00	
Granicus LLC	September 2026	$2,500.00	Website Domain Name Change
		$2,500.00	
Hampton, Lenzini and Renwick Inc	September 2026	$1,707.50	Eng Svcs National Pkwy Improvements
	September 2026	$190.65	Meacham Road Resurfacing
		$1,898.15	
Hayes Commercial LLC	September 2026	$913.06	HVAC Repair & Maintenance of Buildings
	September 2026	$3,257.86	HVAC Repair & Maintenance of Buildings
		$4,170.92	
HBK Water Meter Service, Inc	September 2026	$810.00	Small Meter Testing
		$810.00	
Heather Anderson	September 2026	$199.88	Mileage Reimbursement
		$199.88	
Hennigh Law Corporation	September 2026	$24,843.50	Convention Ctr and Hotel Legal Services
		$24,843.50	
Henricksen & Company Inc	September 2026	$21,406.46	Remaining Balance for Village Hall Furniture
		$21,406.46	
Hoffie Nursery Inc	September 2026	$2,813.10	Perennials for FS 54 Project
		$2,813.10	
Home Depot Inc	September 2026	$373.41	Operating Supplies
		$373.41	
IDEX Holdings, Inc.	September 2026	$947.84	Operating Supplies
		$947.84	
Illinois Fire Service Administrative Professionals	September 2026	$50.00	Annual Membership
		$50.00	

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
Illinois Law Enforcement Administrative Profession	September 2026	$2,400.00	Training - LEAP Conference
		$2,400.00	
ImageTrend, LLC.	September 2026	$7,250.00	Health Information Hub Subscription EMS
		$7,250.00	
Imaging Essentials, Inc.	September 2026	$128.25	GIS Plotter Toner
		$128.25	
Ingersoll Music Company	September 2026	$13,500.00	Performance Fee
		$13,500.00	
James Nicolussi	September 2026	$95.76	Mileage Reimbursement
		$95.76	
Janelle Dougherty	September 2026	$120.84	Mileage Reimbursement
		$120.84	
Jean K Bryan	September 2026	$100.00	Zumba at The Barn
		$100.00	
Jessica K. Crowley	September 2026	$2,400.00	Public Safety Wellness Coordinator
		$2,400.00	
John Donovan	September 2026	$1,084.54	Travel Reimbursement
		$1,084.54	
John G. Good	September 2026	$5,000.00	CDBG Microenterprise Grant Recipient
		$5,000.00	
Kat Perkins Music Inc	September 2026	$7,000.00	Performance Fee At 90N
		$7,000.00	
Kristin Jordan	September 2026	$59.23	Mileage Reimbursement
		$59.23	
Landscape Concepts Management Inc	September 2026	$2,740.00	Irrigation Maintenance and Repairs
	September 2026	$8,701.00	Irrigation Maintenance and Repairs
	September 2026	$17,052.00	Irrigation Maintenance and Repairs
		$28,493.00	
Laura Trujillo	September 2026	$90.00	Yoga at The Barn
		$90.00	
Law Office of Elizabeth Hantzos Finn, P.C.	September 2026	$2,000.00	Prosecution Services
		$2,000.00	
LiftOff LLC	September 2026	$11,679.15	O365 Government Cloud Licenses Subscription
		$11,679.15	
Linda Young	September 2026	$1,144.20	Travel Reimbursement
		$1,144.20	

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
Lionheart Critical Power Specialists	September 2026	$3,755.00	Repair & Maintenance of Generators & UPS Systems
		$3,755.00	
M.J. Taylor Law, LLC	September 2026	$2,000.00	Prosecution Services
		$2,000.00	
MacQueen Equipment LLC	September 2026	$572.85	Purchase of Pierce Fire Apparatus Parts
	September 2026	$7,443.63	Purchase of Pierce Fire Apparatus Parts
	September 2026	$8,732.49	Purchase of Pierce Fire Apparatus Parts
		$16,748.97	
MECO Consulting Group	September 2026	$1,980.00	Communications & Outreach Consultant Services
		$1,980.00	
Michael Baker International Inc.	September 2026	$412.00	On-Call Engineering Services
	September 2026	$2,187.00	On-Call Engineering Services
		$2,599.00	
Midwest Conservatory of Music LLC	September 2026	$200.00	Farmers Market Performance
		$200.00	
Midwest Groundcovers LLC	September 2026	$87.11	Perennials & Shrubs for FS 54 Project
	September 2026	$4,416.52	Perennials & Shrubs for FS 54 Project
		$4,503.63	
Midwest Veterinary Company LLC	September 2026	$1,009.96	Vet Visit for Onyx
	September 2026	$6,920.79	Veterinary Hospital Fees
		$7,930.75	
Mr Duct Inc	September 2026	$1,795.00	HVAC Duct Cleaning VMF
		$1,795.00	
Municipal Clerks North & Northwest Sub	September 2026	$70.00	Meeting Fee
		$70.00	
National League of Cities	September 2026	$4,804.00	Membership Renewal
		$4,804.00	
National Testing Network Inc	September 2026	$4,350.00	Police Candidate Background
		$4,350.00	
Northern Illinois Gas Company	September 2026	$136.74	Utility Service
	September 2026	$155.36	Utility Service
	September 2026	$192.96	Utility Service
	September 2026	$261.06	Utility Service
	September 2026	$385.49	Utility Service
		$1,131.61	

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
Northwest Central Dispatch System	September 2026	$2,009.73	Image Trend Maintenance
		$2,009.73	
Northwest Community Hospital	September 2026	$935.00	Medical/Physicals - Fire Candidates
	September 2026	$230.00	Pre-Employment Drug and Physical Testing & Seminar
		$1,165.00	
Om Shree Narandas Maharaj LLC	September 2026	$1,723.80	Car Washes and Detailing
		$1,723.80	
Oui Oui Enterprises LTD	September 2026	$900.00	Portable Restrooms For Hops And Props
	September 2026	$1,560.00	Sanitation Services For 90N Events
		$2,460.00	
Paddock Publications Inc	September 2026	$1,000.00	Ad Campaign To Promote High School Musical
	September 2026	$67.50	Legal Notices
		$1,067.50	
Parth Joshi	September 2026	$12.46	Mileage Reimbursement
		$12.46	
Patson Inc	September 2026	$9,739.17	Purchase of Freightliner and Cummins Parts
		$9,739.17	
Petty Cash (Prairie Center)	September 2026	$37.45	Reimbursement For Truck Rental/Fuel
		$37.45	
Plum Grove Printers	September 2026	$31.20	Septemberfest Printing Entry Pass
		$31.20	
Pre-Paid Legal Services Inc	September 2026	$353.15	Employee Paid Legal Services
		$353.15	
Proven Business Systems	September 2026	$126.11	Copier Usage
	September 2026	$1,777.11	Copier Usage
		$1,903.22	
Pulse Technology of Illinois Inc	September 2026	$1,151.00	Printer Maintenance
		$1,151.00	
R H Donnelley	September 2026	$58.10	Advertising Charges
		$58.10	
Rachel Applegate	September 2026	$113.62	Mileage Reimbursement
		$113.62	
Red Caffeine, Inc.	September 2026	$13,618.32	Advertising Campaign
	September 2026	$150,000.00	Media Buying and Placement 90N
		$163,618.32	

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
Robert Kinnucan Tree Experts	September 2026	$31,168.80	EAB Treatments
		$31,168.80	
Russell Deering	September 2026	$26.45	Employee Reimbursement for Keys
		$26.45	
RVI, Inc.	September 2026	$12,940.00	Public Improvements
		$12,940.00	
Saitech Inc.	September 2026	$197,864.00	New Village Hall Fortinet Hardware & Maintenance
		$197,864.00	
Sargon Boudakh	September 2026	$2,850.00	Rent Payment HSHP Program
		$2,850.00	
Schaumburg Business Association Inc	September 2026	$300.00	SBA Sponsorship of Events
	September 2026	$3,500.00	SBA Sponsorship of Events
	September 2026	$10,000.00	SBA Sponsorship of Events
		$13,800.00	
Schroeder & Schroeder Inc	September 2026	$267,283.40	Concrete Repair Program
		$267,283.40	
Scientel Solutions LLC	September 2026	$970.00	Camera Troubleshooting
		$970.00	
Siemens Industry Inc	September 2026	$4,834.75	Life Safety Maintenance
		$4,834.75	
Sierra Systems Inc	September 2026	$4,800.00	IT Technical Staffing Services
	September 2026	$6,420.00	IT Technical Staffing Services
	September 2026	$400.00	Website Coordinator
	September 2026	$800.00	Website Coordinator
		$12,420.00	
SSM Health Care Group	September 2026	$295.00	Toxicology Services
		$295.00	
Strand Associates Incorporated	September 2026	$51,693.81	Weathersfield Resurfacing
		$51,693.81	
Terrace Supply Company	September 2026	$137.62	Oxygen for Ambulances
	September 2026	$156.56	Oxygen for Ambulances
		$294.18	
The Cubala Group Psychological Services PC	September 2026	$3,000.00	Public Safety Psychologist Services
		$3,000.00	
TheaterMania.com Inc	September 2026	$2,948.88	Ticketing System Licensing Fees
		$2,948.88	

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
Theatrical Electric Services Inc	September 2026	$2,775.00	Stage Rental For 90N Events
		$2,775.00	
Thomas Engineering Group LLC	September 2026	$46,829.82	Woodfield Rd Resurface Construction Engineer
		$46,829.82	
Thomas Wisniewski	September 2026	$224.96	Mileage Reimbursement
		$224.96	
Thomson Weir LLC	September 2026	$9,000.00	Professional Services
		$9,000.00	
Town Square Owners Association	September 2026	$1,737.55	Town Square Association Dues
		$1,737.55	
Treasurer of State of Illinois	September 2026	$9,572.82	Traffic Signal Maintenance
		$9,572.82	
Tribute Drama Productions	September 2026	$7,500.00	Performance Balance
		$7,500.00	
United Door and Dock LLC	September 2026	$494.00	Overhead Doors Maintenance and Repairs
	September 2026	$593.00	Overhead Doors Maintenance and Repairs
	September 2026	$1,001.00	Overhead Doors Maintenance and Repairs
	September 2026	$1,460.00	Overhead Doors Maintenance and Repairs
	September 2026	$1,460.00	Overhead Doors Maintenance and Repairs
	September 2026	$1,460.00	Overhead Doors Maintenance and Repairs
	September 2026	$1,460.00	Overhead Doors Maintenance and Repairs
	September 2026	$1,752.45	Overhead Doors Maintenance and Repairs
	September 2026	$1,752.45	Overhead Doors Maintenance and Repairs
	September 2026	$1,938.72	Overhead Doors Maintenance and Repairs
	September 2026	$2,982.65	Overhead Doors Maintenance and Repairs
		$16,354.27	
US Postal Service	September 2026	$3,000.00	VOS Postage
		$3,000.00	
Vequity Holdings Inc	September 2026	$677.30	Water Meter Rental Reimbursement
		$677.30	
Verizon Wireless	September 2026	$7,222.47	Cellular Phone Service
	September 2026	$8,961.41	Mobile Broadband Services
	September 2026	$540.64	Water Meter Data Collection
		$16,724.52	
Village of Romeoville	September 2026	$1,500.00	Training
	September 2026	$3,000.00	Training

VENDOR/PAYEE NAME	Check Date	Check Amount	Description
Village of Romeoville		**$4,500.00**	
Village of Roselle	September 2026	$1,015.15	Water Purchase
		$1,015.15	
Warehouse Direct, Inc.	September 2026	$208.18	Janitorial Supplies
	September 2026	$292.68	Janitorial Supplies
	September 2026	$5,387.21	Janitorial Supplies
		$5,888.07	
Williams Associates Architects Ltd	September 2026	$99,051.70	Design New Police Facility
		$99,051.70	
Woodfield Lake Office Campus Association	September 2026	$766.00	Monthly Assessment
		$766.00	
Yevgeniy Dushkin	September 2026	$30.00	CDL Reimbursement
		$30.00	
Zumiez Inc	September 2026	$29,260.46	Water Overpayment
		$29,260.46	
	GRAND TOTAL	**$5,660,977.13**	

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Request from Ms. Dora Marquez for One (1) Class A Liquor License for El Mercadito located at 1053 N. Salem (New License).
09/08/26
Village Board

Presenter: Dora Marquez
Lead Department: President and Board

Executive Summary:

Recommended Action:

ATTACHMENTS:
- El Mercadito.pdf

VBM 09/08/2026

Dear Liquor Commissioner, Liquor License Class "A" (New License)

Please accept this letter of intent on behalf of ADOCA INC. dba El Mercadito regarding our application for a liquor license for our establishment located at 1053 N Salem Dr. Schaumburg IL 60194. We are a grocery store specializing in Mexican products. We also have a restaurant that serves all types of traditional Mexican dishes. We have been in operation for many years in town, our business hours are: Monday- Saturday 7am-9pm, Sundays 7am-6pm

We intend to apply for a full service liquor license which would allow us to serve variety of beers and wine for consumption on our premises in conjunction with our food service operation. We also intend to sell closed containers of alcohol in our grocery side of the business.

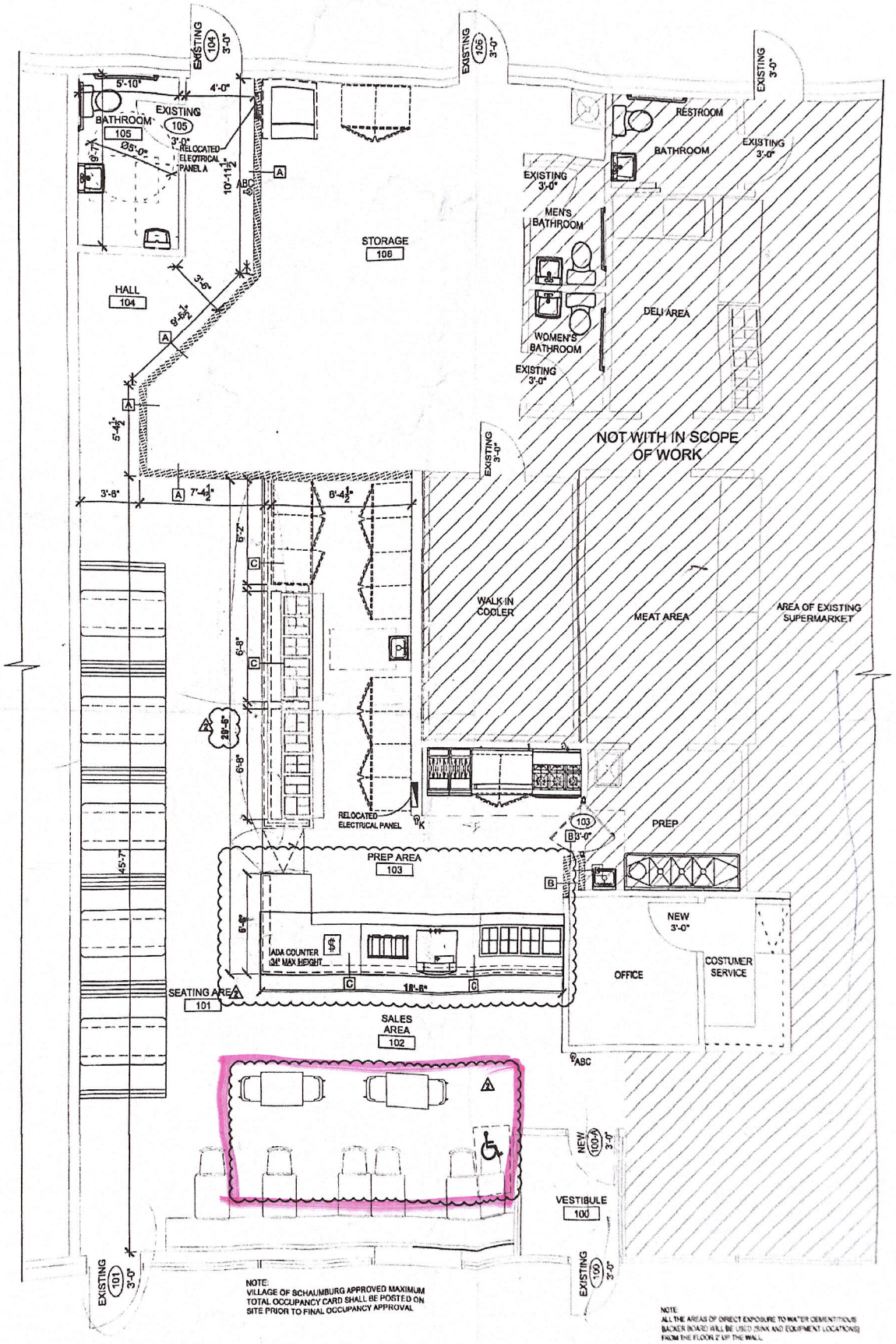
Please advice on any further action needed on our behalf.

4,500 sq

Sincerely,

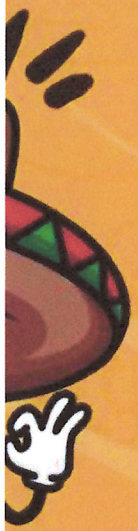
Dora E Marquez
Business Owner
El Mercadito

RECEIVED
AUG 20 2026
MAYOR'S OFFICE



2 / A100 PROPOSED FLOOR PLAN

SCALE 1/4"=1'-0"



DESAYUNOS
BREAKFAST
Comes with beans & rice

- **CHILAQUILES SOLOS** — $5.99
  Our traditional chilaquiles
- **CHILAQUILES VERDES O ROJOS CON HUEVO** — $10.99
  Our traditional chilaquiles in red o green sauce
- **CHILAQUILES VERDES O ROJOS CON CARNE** — $12.99
  Our traditional chilaquiles in red o green sauce /w steak
- **HUEVOS AL GUSTO** — $7.99
  Any style Eggs
- **PLATILLO MERCADITO** — $16.99

TACOS
Comes with cilantro and onions

AL PASTOR/ Grilled Pork CARNITAS/ Steam Fried Pork
CHORIZO/ Mexican Sausage CHICHARRON/ Pork Skins
POLLO/ Chicken - VEGGIE - ASADA — $3.59

- **LENGUA/** Tongue — $5.59
- **CECINA/** Dried Meat — $4.99
- **MOLIDA DE RES/** Ground Beef — $3.59
- **BARBACOA** — $5.59
- **RAJAS/** Slices Peppers — $5.59

TACO DINNER
Asada, Pastor, Pollo, Chorizo, Chicharron

Steak, Grilled Pork, Chicken, Mexican Sausage, Pork Skins

$11.99

GUISADOS
STEWS
Comes with beans & rice

- **GUISADO DE POLLO** — $8.99
- **GUISADO DE PUERCO** — $8.99
- **GUISADO DE RES** — $12.99
- **BISTEC A LA MEX** — $14.99
- **FAJITAS DE RES** — $14.99
- **FAJITAS DE POLLO** — $8.99
- **CARNE ASADA** — $14.99
- **PLATILLO EL MERCADITO** — $16.99

TORTAS
Comes with cream, beans, tomatoes, lettuce, and cheese

POLLO/ Chicken PASTOR/ Grilled Pork
CHORIZO/ Mexican Sausage — $7.99

- **MILANESA DE POLLO/** Breaded Chicken — $7.99
- **MILANESA DE RES/** Breaded Steak — $8.99
- **JAMON/** Ham — $6.99
- **COMBINADAS/** Combined — $9.99
- **CUBANA** — $15.99
- **HAWAIANA** — $15.99
- **CHORIZO CON HUEVO/** Sausage w/egg — $8.99
- **TORTA DE CECINA** — $9.99
- **TORTA DE VEGGIE O ASADA** — $7.99

QUESADILLA
Comes with tomatoes, lett onions, and beans

- **DE MAIZ** /Corn
- **CHICA DE HARINA** /Flour
- **CHICA CON CARNE** /Small with meat
- **CHICA HARINA CON CARNE** /Flour Small with Meat
- **GRANDE CON CARNE** /Big with Meat
- **GRANDE SOLO QUESO** /Big Only Cheese

CALDOS
SOUP



- **CALDO DE POLLO** 1/2 GALÓN
- **CALDO DE RES** 1/2 GALÓN
- **MENUDO PLATO** 1/2 GALÓN
- **POZOLE** 1/2 GALÓN

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Request from Ms. Jessica Fisher-Comstock for One (1) Class S Liquor License for Casey's located at 780 E. Schaumburg Road (New License).
09/08/26
Village Board

Presenter: Patty Leonard
Lead Department: President and Board

Executive Summary:

Recommended Action:

ATTACHMENTS:
- Casey's.pdf

VBM 09/08/2026

August 4, 2026

Liquor License Class "S" (New License)

TO: Village of Schaumburg

FROM: Jessica Fisher-Comstock, Senior Regulatory and Claims Specialist

RE: Alcohol Class S License Request to Apply

Dear Liquor Commissioner,

On behalf of Casey's Retail Company this letter serves as our formal request for approval to apply for a Class "S" beer and wine alcohol License. Per our region director, Sam Woodard, the store will exceed the minimum requirements outlined in your previous communication once the construction is complete.

Business Details:

- **Legal Entity:** Corporation (Casey's Retail Company)
- **DBA Name:** Casey's #6509
- **Address:** 780 E. Schaumburg Road
- **Liquor License Class Requested:** Class S
- **Original Opening Date:** Acquired 10/04/2021
- **Current Status:** Store is closing July 26th to be demolished and is being rebuilt and slated to reopen in December.
- **Certificate of Occupancy:** Will be obtained by our construction team doing the work prior to reopening
- **Business License:** Currently active with the village

We appreciate your consideration of this request. Once our Letter of Intent is approved, we understand that we will be scheduled for the Village Board Meeting. Please let me know when that meeting is scheduled and we can have someone from our field leadership team attend.

Please feel free to contact us if additional information is required. Or if you have any questions, feel free to give me a call at 515-446-6404, or email me at Jessica.fisher@caseys.com.

Sincerely,

* Patty Leonard

Jessica Fisher-Comstock
Casey's Legal; Senior Regulatory and Claims Specialist

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve the Request from St. Gregory of Nyssa Parish for One (1) Class D One Day Liquor License for Bingo event and to Waive the Fee
09/08/26
Village Board

Presenter:

Lead Department: President and Board

Executive Summary:

Recommended Action:

ATTACHMENTS:

- St Gregory 09-27-2026.pdf

VBM 09/08/2026

ST GREGORY of NYSSA PARISH

1451 W BODE RD
SCHAUMBURG, IL 60194
847-882-7580

www.saintgregoryofnyssaparish.org

1 Day Liquor License Fee Waiver Request
"Class D" One Day waived Fee

September 1, 2026

Village of Schaumburg
Village President's Office
101 Schaumburg Court
Schaumburg, IL 60193

RECEIVED
SEP 01 2026
MAYOR'S OFFICE

To Whom it May Concern

This letter is to formally apply for a Class D Liquor License for St Gregory of Nyssa Parish.

The event will be on Sunday, September 27, 2026, from 3:30 to 5:30 PM at our parish campus located at 822 Springinsguth Rd, Schaumburg, IL 60193

The event is Bingo.

In addition to this letter, the following documents are included in the application:

1. Certificate of Insurance
2. Driver's License for William L Solomon, III
3. State of Illinois Tax Exempt Certificate
4. St Gregory of Nyssa – Fed ID – IRS Letter

Items "3" and "4" are included for the purpose of requesting that the $40 fee be waived since St Gregory of Nyssa Parish is a tax-exempt not for profit organization.

Your help in this matter is greatly appreciated. Feel free to contact me if there are any questions.

Best regards,

William Solomon

William Solomon
Director of Operations
St Gregory of Nyssa Parish
913-481-9182 – Cell
wsolomon@archchicago.org

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve the request from Global Brew Tap House for One (1) Class D One Day Liquor License for Schaumburg Oktoberfest and to Waive the Fee
09/08/26
Village Board

Presenter:

Lead Department: President and Board

Executive Summary:

Recommended Action:

ATTACHMENTS:

- Global Brew Oktoberfest 2026.pdf

VBM 09/08/2026

Magdalena Gerwel

From: Global Brew Tap House- Schaumburg <aama56911@gmail.com>
Sent: Monday, August 31, 2026 2:22 PM
To: Magdalena Gerwel; Jamie McCalister; Jamie M. McCalister
Subject: 1 day liq license fee waiver letter

1 Day liquor license fee waiver Request

CAUTION: This email is from outside the organization.
Use caution before opening any links or attachments.

"class D" One Day Waived Fee

Dear Schaumburg Liquor Commissioner:

Global Brew Tap House -Schaumburg is requesting a one-day liquor license from the Village of Schaumburg to participate in the Schaumburg Oktoberfest on Saturday, Oct 3, 2026 at 235 E Beech Dr, Schaumburg, IL 60193 (October 3, 2026, from 12:00pm-5:00pm at Meineke Park). The outing will take from 12-5 p.m. We are requesting a waiver of the 1 day license fee.

The company contact is Shashin Vyas-847-612-2800(cell)

Thank you

Shashin Vyas

Global Brew Tap House

339 W Golf Rd

Schaumburg,IL 60195

224-520-8686

RECEIVED
SEP 01 2026
MAYOR'S OFFICE

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve the Request from Schaumburg AM Rotary Club Foundation to Hold Raffles
09/08/26
Village Board

Presenter: Lisa Petersen
Lead Department: Finance

Executive Summary:

Request from Schaumburg AM Rotary Club Foundation to hold raffles on October 10, 2026, at 201 Schaumburg Court. Tickets for a 50/50 raffle will sell for $5 each. The total dollar amount of prizes awarded is a 50/50 split the pot. Tickets for the bourbon/gift card raffle will sell $10 each or 3 for $20. Total dollar value of each gift card and bottle of bourbon is $50 each. Since the price per raffle ticket is over $5.00 they are requesting a variance to Chapter 117.31 of the Schaumburg Municipal Code. Their board voted unanimously to waive the fidelity bond requirement and requests the same from the Village Board.

Recommended Action:

The Village Manager recommends the Village Board approve the request from Schaumburg AM Rotary Club Foundation to hold raffles on October 10, 2026, at 201 Schaumburg Court, to grant a variance to Chapter 117.31 of the Schaumburg Municipal Code since the ticket price is over $5.00, and to waive the fidelity bond requirement.

ATTACHMENTS:

- Raffle Application
- Raffle Application
- Fidelity Bond Waiver
- NFP

Village of Schaumburg, IL

August 26, 2026

Record No: RAF-26-17

Raffle License Application

Status: Active

Submitted On: 8/19/2026

Primary Location

201 SCHAUMBURG CT
Schaumburg, IL 60193

Owner

VILLAGE OF SCHAUMBURG
101 SCHAUMBURG CT SCHAUMBURG, IL 60193

Raffle Details

Organization Name*

Schaumburg AM Rotary Foundation

Organization Type*

Non-profit

Organization Address (Street)*

PO Box 68651

Address (City, State, Zip)*

Schaumburg, IL 60168

Phone Number*

847-826-0232

Licenses may only be issued to qualifying not-for-profit organizations in existence for at least 5 consecutive years [230 ILCS 15/2(b)]

Purpose of the Raffle*

Prise raffle for various gift cards and a bottle of bourbon

Does the organization possess a fidelity bond for it's members?

No

If not, is the organization requesting the fidelity bond requirement be waived?

Yes

Raffle Details

Ticket Sale Start Date:*

10/10/2026

Ticket Sale End Date:*

10/10/2026

Drawing Date:*

10/10/2026

Drawing Time:*

9:00PM

Location(s) Where Tickets Will Be Sold:*

ALCC 201 Schaumburg Ct

Drawing Location:*

ALCC 201 Schaumburg Ct

Will the price charged for each raffle chance exceed $5?

Yes

Price Per Ticket/Chance:*

10

All net proceeds must be exclusively devoted to the lawful purposes of the organization [230 ILCS 15/4(a)(1)]

Please describe the various pricing for raffle tickets/chances:*

1 ticket for $10, 3 tickets for $20

Prizes

Description of Prize:*

Various Gift Cards

Retail Value ($):*

50

Donor/Source (if applicable):

Description of Prize:*

B750ml Bottle of Bourbon

Retail Value ($):*

50

Donor/Source (if applicable):

Financial Controls

Name of Person Accounting for Raffle License:*

Brian Bieschke

Title:*

Past President

This person must NOT be the same individual who accounts for other revenues of the organization. [230 ILCS 15/5(b)]

Gross raffle receipts must be segregated into a separate account. Records must be preserved for 3 years. [230 ILCS 15/5(b),(d)]

Raffle Report

Each organization licensed to conduct raffles shall report promptly after the conclusion of each raffle to its membership, and to the Village Board, its gross receipts, expenses and net proceeds from raffles, and **the distribution of net proceeds itemized.** When this report is ready, the applicant must return to this record and upload the report to the 'Attachments' section of the application.

Acknowledgment & Signature

The undersigned do hereby swear or affirm under penalty of perjury that: (1) the organization is a bona fide not-for-profit organization as described in 230 ILCS 15/2(b) and has been in continuous existence for at least five (5) years; (2) all information contained in this application is true and correct; (3) no officer, director, or employee of the organization has been convicted of a felony that would impair their ability to engage in the licensed position, is a professional gambler or gambling promoter, or is otherwise ineligible under 230 ILCS 15/3; and (4) all net proceeds from the raffle will be devoted exclusively to the lawful purpose of the organization. *

Brian Bieschke
Aug 19, 2026

Village of Schaumburg, IL

August 26, 2026

Record No: RAF-26-16

Raffle License Application

Status: Active

Submitted On: 8/19/2026

Primary Location

201 SCHAUMBURG CT
Schaumburg, IL 60193

Owner

VILLAGE OF SCHAUMBURG
101 SCHAUMBURG CT SCHAUMBURG, IL 60193

Raffle Details

Organization Name*

Schaumburg AM Rotary Foundation

Organization Type*

Non-profit

Organization Address (Street)*

PO Box 68651

Address (City, State, Zip)*

Schaumburg, IL 60168

Phone Number*

847-826-0232

Licenses may only be issued to qualifying not-for-profit organizations in existence for at least 5 consecutive years [230 ILCS 15/2(b)]

Purpose of the Raffle*

50/50 Cash Raffle

Does the organization possess a fidelity bond for it's members?

No

If not, is the organization requesting the fidelity bond requirement be waived?

Yes

Raffle Details

Ticket Sale Start Date:*

10/10/2026

Ticket Sale End Date:*

10/10/2026

Drawing Date:*

10/10/2026

Drawing Time:*

9:00 PM

Location(s) Where Tickets Will Be Sold:*

ALCC 201 Schaumburg Ct

Drawing Location:*

ALCC 201 Schaumburg Ct

Will the price charged for each raffle chance exceed $5?

No

Price Per Ticket/Chance:*

5

All net proceeds must be exclusively devoted to the lawful purposes of the organization [230 ILCS 15/4(a)(1)]

Financial Controls

Name of Person Accounting for Raffle License:*

Brian Bieschke

Title:*

Past President

This person must NOT be the same individual who accounts for other revenues of the organization. [230 ILCS 15/5(b)]

Gross raffle receipts must be segregated into a separate account. Records must be preserved for 3 years. [230 ILCS 15/5(b),(d)]

Raffle Report

Each organization licensed to conduct raffles shall report promptly after the conclusion of each raffle to its membership, and to the Village Board, its gross receipts, expenses and net proceeds from raffles, and **the distribution of net proceeds itemized.** When this report is ready, the applicant must return to this record and upload the report to the 'Attachments' section of the application.

Acknowledgment & Signature

The undersigned do hereby swear or affirm under penalty of perjury that: (1) the organization is a bona fide not-for-profit organization as described in 230 ILCS 15/2(b) and has been in continuous existence for at least five (5) years; (2) all information contained in this application is true and correct; (3) no officer, director, or employee of the organization has been convicted of a felony that would impair their ability to engage in the licensed position, is a professional gambler or gambling promoter, or is otherwise ineligible under 230 ILCS 15/3; and (4) all net proceeds from the raffle will be devoted exclusively to the lawful purpose of the organization. *

Brian Bieschke
Aug 19, 2026

Rotary Club of Schaumburg A.M. | People of Action

January 15, 2025

Village of Schaumburg
Village Board
101 Schaumburg Court
Schaumburg, IL 60193

Dear Schaumburg Village Board,

On January 15, 2025, the Board of Directors for the Rotary Club of Schaumburg AM unanimously approved a motion to waive the fidelity bond requirement for all raffles the Schaumburg AM Rotary may hold in 2025.

This letter serves as confirmation of the board's unanimous vote.

Sincerely,

Brian Bieschke

Brian Bieschke
Past President
Rotary Club of Schaumburg AM

The Office of the Illinois Secretary of State

Business Entity Search

Entity Information

Entity Name	SCHAUMBURG A.M. ROTARY CLUB FOUNDATION		
File Number	65644517	**Status**	ACTIVE
Entity Type	CORPORATION	**Type of Corp**	NOT-FOR-PROFIT
Incorporation Date (Domestic)	07-18-2007	**State**	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	06-24-2024	**Annual Report Year**	2024
Agent Information	SCOTT C ZAMBO 1535 W SCHAUMBURG RD STE 204 SCHAUMBURG ,IL 60194	**Agent Change Date**	08-23-2013

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve the Request from Schaumburg Township Elementary School Foundation to Ratify a Raffle
09/08/26
Village Board

Presenter: Lisa Petersen
Lead Department: Finance

Executive Summary:

Request from Schaumburg Township Elementary School Foundation to ratify a raffle held on September 7, 2026 at 201 Schaumburg Ct. and waive the fidelity bond requirement. Tickets sold for 1 for $5. The prizes awarded are a variety of gift cards from Sprinkles and Andretti Indoor Karting. Their board voted unanimously to waive the fidelity bond requirement and requests the same from the Village Board.

Recommended Action:

The Village Manager recommends the Village Board approve the request from Schaumburg Township Elementary School Foundation to ratify a raffle held on September 7, 2026 at 201 Schaumburg Ct and waive the fidelity bond requirement.

ATTACHMENTS:

- Raffle Application
- Fidelity Bond Waiver
- NFP

Village of Schaumburg, IL

August 31, 2026

Record No: RAF-26-18

Raffle License Application

Status: Active

Submitted On: 8/24/2026

Primary Location

201 SCHAUMBURG CT
Schaumburg, IL 60193

Owner

VILLAGE OF SCHAUMBURG
101 SCHAUMBURG CT SCHAUMBURG, IL 60193

Raffle Details

Organization Name*

Schaumburg Township Elementary School Foundation

Organization Type*

Non-profit

Organization Address (Street)*

524 E. Schaumburg Road

Address (City, State, Zip)*

Schaumburg

Phone Number*

847-357-5141

Licenses may only be issued to qualifying not-for-profit organizations in existence for at least 5 consecutive years [230 ILCS 15/2(b)]

Purpose of the Raffle*

The Foundation is a 501(c)3 nonprofit charitable organization that raises funds to support programs not fully funded by school budgets or tax dollars. The Families in Crisis Fund was created to provide support to families experiencing financial hardships or troubled situations.

Does the organization possess a fidelity bond for it's members?

No

If not, is the organization requesting the fidelity bond requirement be waived?

Yes

Raffle Details

Ticket Sale Start Date:*

September 7, 2026

Ticket Sale End Date:*

September 7, 2026

Drawing Date:*

September 7, 2026

Drawing Time:*

9:00pm

Location(s) Where Tickets Will Be Sold:*

201 Schaumburg Ct, Schaumburg, IL 60193

Drawing Location:*

201 Schaumburg Ct, Schaumburg, IL 60193

Will the price charged for each raffle chance exceed $5?

No

Price Per Ticket/Chance:*

5

All net proceeds must be exclusively devoted to the lawful purposes of the organization [230 ILCS 15/4(a)(1)]

Financial Controls

Name of Person Accounting for Raffle License:*

Maribel Claudio

Title:*

Administrative Assistant

This person must NOT be the same individual who accounts for other revenues of the organization. [230 ILCS 15/5(b)]

Gross raffle receipts must be segregated into a separate account. Records must be preserved for 3 years. [230 ILCS 15/5(b),(d)]

Raffle Report

Each organization licensed to conduct raffles shall report promptly after the conclusion of each raffle to its membership, and to the Village Board, its gross receipts, expenses and net proceeds from raffles, and **the distribution of net proceeds itemized.** When this report is ready, the applicant must return to this record and upload the report to the 'Attachments' section of the application.

Acknowledgment & Signature

The undersigned do hereby swear or affirm under penalty of perjury that: (1) the organization is a bona fide not-for-profit organization as described in 230 ILCS 15/2(b) and has been in continuous existence for at least five (5) years; (2) all information contained in this application is true and correct; (3) no officer, director, or employee of the organization has been convicted of a felony that would impair their ability to engage in the licensed position, is a professional gambler or gambling promoter, or is otherwise ineligible under 230 ILCS 15/3; and (4) all net proceeds from the raffle will be devoted exclusively to the lawful purpose of the organization. *

Maribel Claudio
Jul 21, 2026

District 54 Education Foundation

Supporting Students Today – Preparing Students for Tomorrow

To Whom It May Concern:

On September 1, 2026, the School District 54 Education Foundation Board of Directors voted unanimously to waive the fidelity bond requirement and to formally request a fidelity bond waiver for its upcoming raffle scheduled for September 7, 2026.

Best regards,



Andy Murray
District 54 Education Foundation Chairman

Business Entity Search

Entity Information

Entity Name	SCHAUMBURG TOWNSHIP ELEMENTARY SCHOOL FOUNDATION		
File Number	54872127	**Status**	ACTIVE
Entity Type	CORPORATION	**Type of Corp**	NOT-FOR-PROFIT
Incorporation Date (Domestic)	11-18-1987	**State**	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	10-30-2025	**Annual Report Year**	2025
Agent Information	THOMAS J MANZARDO 524 E SCHAUMBURG ROAD SCHAUMBURG ,IL 60194	**Agent Change Date**	11-01-2016

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve the Request from District 54 Education Foundation to Hold a Raffle
09/08/26
Village Board

Presenter: Lisa Petersen
Lead Department: Finance

Executive Summary:

Request from District 54 Education Foundation to hold a raffle on November 7, 2026 at 524 E. Schaumburg Road. Tickets will sell for 1 for $1. The prizes awarded are various gift baskets and gift cards from vendors. Their board voted unanimously to waive the fidelity bond requirement and requests the same from the Village Board.

Recommended Action:

The Village Manager recommends the Village Board approve the request from District 54 Education Foundation to hold a raffle on November 7, 2026 at 524 E. Schaumburg Road, and to waive the fidelity bond requirement.

ATTACHMENTS:

- Raffle Application
- Fidelity Bond Waiver
- NFP

Village of Schaumburg, IL

September 1, 2026

Record No: RAF-26-19

Raffle License Application

Status: Active

Submitted On: 8/26/2026

Primary Location

522 E SCHAUMBURG RD
Schaumburg, IL 60194

Owner

CONS SCHOOL DIST 54/ADMIN BLDG
524 E SCHAUMBURG RD SCHAUMBURG, IL 60194

Raffle Details

Organization Name*

District 54 Education Foundation

Organization Type*

Charitable

Organization Address (Street)*

524 E. Schaumburg Road

Address (City, State, Zip)*

Schaumburg, IL 60194

Phone Number*

847-357-5141

Licenses may only be issued to qualifying not-for-profit organizations in existence for at least 5 consecutive years [230 ILCS 15/2(b)]

Purpose of the Raffle*

The raffle will serve as a fundraiser for the District 54 Education Foundation's Families in Crisis Fund.

Does the organization possess a fidelity bond for it's members?

No

If not, is the organization requesting the fidelity bond requirement be waived?

Yes

Raffle Details

Ticket Sale Start Date:*

November 7, 2026

Ticket Sale End Date:*

November 7, 2026

Drawing Date:*

November 7, 2026

Drawing Time:*

3:30 PM

Location(s) Where Tickets Will Be Sold:*

522 E. Schaumburg Rd., Schaumburg, IL 60194

Drawing Location:*

Same location as where they are sold

Will the price charged for each raffle chance exceed $5?

No

Price Per Ticket/Chance:*

1

All net proceeds must be exclusively devoted to the lawful purposes of the organization [230 ILCS 15/4(a)(1)]

Prizes

Description of Prize:*

Baskets donated by the crafters and vendors

Retail Value ($):*

25

Donor/Source (if applicable):

Description of Prize:*

Donations from local restaurants

Retail Value ($):*

25

Donor/Source (if applicable):

Financial Controls

Name of Person Accounting for Raffle License:*

Lorelei Mobley

Title:*

D54 Education Foundation Trustee

This person must NOT be the same individual who accounts for other revenues of the organization. [230 ILCS 15/5(b)]

Gross raffle receipts must be segregated into a separate account. Records must be preserved for 3 years. [230 ILCS 15/5(b),(d)]

Raffle Report

Each organization licensed to conduct raffles shall report promptly after the conclusion of each raffle to its membership, and to the Village Board, its gross receipts, expenses and net proceeds from raffles, and **the distribution of net proceeds itemized.** When this report is ready, the applicant must return to this record and upload the report to the 'Attachments' section of the application.

Acknowledgment & Signature

The undersigned do hereby swear or affirm under penalty of perjury that: (1) the organization is a bona fide not-for-profit organization as described in 230 ILCS 15/2(b) and has been in continuous existence for at least five (5) years; (2) all information contained in this application is true and correct; (3) no officer, director, or employee of the organization has been convicted of a felony that would impair their ability to engage in the licensed position, is a professional gambler or gambling promoter, or is otherwise ineligible under 230 ILCS 15/3; and (4) all net proceeds from the raffle will be devoted exclusively to the lawful purpose of the organization. *

Lorelei Mobley
Aug 26, 2026

District 54 Education Foundation

Supporting Students Today – Preparing Students for Tomorrow

To Whom It May Concern:

On September 1, 2026, the School District 54 Education Foundation Board of Directors voted unanimously to waive the fidelity bond requirement and to formally request a fidelity bond waiver for its upcoming raffle scheduled for November 7, 2026.

Best regards,



Andy Murray
District 54 Education Foundation Chairman

Business Entity Search

Entity Information

Entity Name	SCHAUMBURG TOWNSHIP ELEMENTARY SCHOOL FOUNDATION		
File Number	54872127	**Status**	ACTIVE
Entity Type	CORPORATION	**Type of Corp**	NOT-FOR-PROFIT
Incorporation Date (Domestic)	11-18-1987	**State**	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	10-30-2025	**Annual Report Year**	2025
Agent Information	THOMAS J MANZARDO 524 E SCHAUMBURG ROAD SCHAUMBURG ,IL 60194	**Agent Change Date**	11-01-2016

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Roosevelt University Day - September 24, 2026
09/08/26
Village Board

Presenter:
Lead Department: President and Board

Executive Summary:

Recommended Action:

ATTACHMENTS:
- Roosevelt University.pdf

VILLAGE OF SCHAUMBURG

PROGRESS THROUGH THOUGHTFUL PLANNING

PROCLAMATION

WHEREAS, Roosevelt University was a catalyst in defining the northwest suburbs as a market for higher education; and

WHEREAS, Roosevelt University was the first university to put down roots in the northwest suburbs with a permanent campus and was the first university to open a permanent campus in Schaumburg; and

WHEREAS, Roosevelt University strengthens the vitality of the Schaumburg area as a valuable educational and cultural resource for the community and a strong partner with area business and industry; and

WHEREAS, Roosevelt University continues to be the only comprehensive, full-service university in the northwest suburbs and remains the largest university in the area; and

WHEREAS, Roosevelt University this year proudly celebrates thirty years since it opened the doors to its Schaumburg campus.

NOW, THEREFORE, BE IT RESOLVED, that I, Tom Dailly, Village President of the Village of Schaumburg, do hereby proclaim September 24, 2026, as

Roosevelt University-Schaumburg Day

in the Village of Schaumburg.

VILLAGE OF SCHAUMBURG SCHAUMBURG ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Schaumburg to be affixed this 8th day of September 2026.

Tom Dailly

Tom Dailly
Village President

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Emergency Nurses Week - October 11-17, 2026
09/08/26
Village Board

Presenter:
Lead Department: President and Board

Executive Summary:

Recommended Action:

ATTACHMENTS:
- Emergency Nurses Week 2026.pdf

VILLAGE OF SCHAUMBURG

PROGRESS THROUGH THOUGHTFUL PLANNING

PROCLAMATION

WHEREAS, Tens of thousands of emergency nurses in the United States have expertise in caring for all emergency patients across the spectrum of the lifespan: ushering life in at birth and allowing for a dignified death; and

WHEREAS, Emergency nurses are highly trained to recognize life-threatening problems and solve them on the spot, playing a vital role in treating patients in emergency situations, caring for those most in need and saving lives on a daily basis; and

WHEREAS, Emergency nurses continue to stand strong no matter the challenges they face or the difficult situations that are brought to them; and

WHEREAS, These characteristics provide a broad scope of practice for the delivery of critical and complex care within a limited timeframe to health care consumers of all ages and backgrounds. Emergency nurses integrate critical thinking skills and knowledge of evidence-based practice into their delivery of care and decision-making; and

WHEREAS, Through research, education, and emergency nursing advocacy, the Emergency Nurses Association (ENA) supports and honors the advancement of professionalism of emergency nurses everywhere; and

WHEREAS, ENA, the ENA Foundation, and other groups around our country have joined together to honor the extraordinary acts of service, compassion and commitment that emergency nurses provide to patients every day;

NOW, THEREFORE, BE IT RESOLVED, that I, Tom Dailly, Village President of the Village of Schaumburg do hereby proclaim October 11-17, 2026 as:

EMERGENCY NURSES WEEK

in the Village of Schaumburg and invite all citizens to note this occasion.

VILLAGE OF SCHAUMBURG SCHAUMBURG ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Schaumburg to be affixed this 8th day of September 2026.

Tom Dailly

Tom Dailly
Village President

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve a Master License Agreement with Ripple Fiber Illinois, LLC for the Deployment of Fiber Optic Infrastructure within Village Rights-of-Way
09/08/26
Village Board

Presenter: Andrew Buckwinkler; Assistant to the Village Manager
Lead Department: General Government

Executive Summary:

Ripple Fiber Illinois, LLC has requested approval of a Master Right-of-Way Use License Agreement (MLA) to authorize the construction, operation, and maintenance of a fiber-to-the-home broadband network within the village's public rights-of-way. The proposed agreement establishes the conditions under which Ripple Fiber may install underground fiber optic infrastructure throughout the community while ensuring the village retains oversight of construction activities, restoration of public property, and the long-term management and protection of public assets.

Master License Agreements have become a standard mechanism used by municipalities and fiber network providers to facilitate broadband deployment within public rights-of-way. Similar agreements have been approved by numerous municipalities throughout the region and state to balance private investment in broadband infrastructure with responsible stewardship of public assets. Although providers may generally install facilities through the standard permitting process, the proposed MLA establishes a comprehensive framework addressing permitting procedures, construction coordination, engineering standards, restoration requirements, insurance coverage, indemnification, performance bonding, facility relocation, reimbursement of engineering review and inspection costs, and long-term maintenance obligations. Establishing these responsibilities in advance promotes accountability and provides the village with appropriate oversight throughout construction and for the ongoing life of the infrastructure.

Importantly, approval of the MLA does not constitute approval for Ripple Fiber to begin construction throughout the village. Individual construction areas will remain subject to review and approval by the Engineering and Public Works Department (EPW) through the village's permitting process. This allows the village to actively manage the location, timing, and sequencing of construction based on other work occurring within the right-of-way, available inspection resources, restoration progress, and potential conflicts with other utilities or fiber providers.

The village is planning for the potential construction of multiple fiber networks and intends to coordinate permitting in a manner that avoids unnecessary overlap and resident confusion. Consistent with the village's existing practice for dry utilities, EPW may delay the issuance of permits within areas where significant village, utility, or other permitted construction is underway when necessary to appropriately coordinate work and protect the public right-of-way. This authority will be particularly important if multiple fiber providers request permits for the same or adjacent neighborhoods during similar timeframes. In

those circumstances, EPW can sequence construction so residents are not unnecessarily subjected to overlapping construction activities, competing notifications, or uncertainty regarding which contractor is responsible for restoration or other concerns.

While multiple providers may ultimately construct networks within the village, staff does not anticipate that providers will routinely attempt to construct within the same neighborhood simultaneously. Fiber providers generally have an economic incentive to prioritize areas where competing fiber infrastructure has not already been installed, as the introduction of fiber service can reduce the potential customer base and anticipated return on investment for subsequent providers. Nevertheless, the village's permitting process provides EPW with the ability to manage construction sequencing should overlapping requests occur.

Construction will also be divided into manageable phases developed collaboratively between Ripple Fiber and EPW. Rather than permitting unrestricted construction throughout the community simultaneously, Ripple Fiber will generally advance through priority construction areas consisting of approximately 200 to 500 homes at a time. The village will coordinate the release of subsequent construction areas based on factors including progress within previously permitted areas, restoration activities, other construction occurring nearby, and the village's ability to provide appropriate review and inspection. This phased approach is intended to maintain accountability throughout construction, encourage completion and restoration of individual service areas before significant additional work proceeds, and provide EPW with greater control over the overall pace of deployment.

EPW is also preparing for the additional engineering review and inspection workload associated with potentially having three fiber providers seeking construction permits concurrently. Staff anticipates that supplemental third-party engineering assistance will be necessary to maintain appropriate permit review and field inspection coverage without negatively affecting existing village projects and responsibilities. The proposed MLA requires Ripple Fiber to reimburse the village for applicable third-party engineering review and inspection expenses associated with its construction. This allows the village to obtain additional professional resources as necessary without shifting the cost of overseeing private fiber construction to the village.

EPW is currently working with the village's existing engineering consultant, CivilTech, to determine its interest and capacity to provide supplemental permit review and construction inspection services. Staff is also contacting other qualified engineering firms to identify additional resources and intends to have sufficient supplemental review and inspection capacity available before fiber construction begins. These consultants would work on behalf of the village and under EPW's direction to review permit plans, inspect construction activities, verify compliance with village standards, document deficiencies, and assist with restoration oversight as needed.

An exception to reimbursement requirements may occur if a provider registers with the State of Illinois and begins operating as a telecommunications retailer subject to the Illinois Simplified Municipal Telecommunications Tax (SMTT).

EPW will review proposed infrastructure locations as part of each permit application to ensure that above-ground and access infrastructure is appropriately distributed throughout residential areas. Village

requirements limit the number of utility pedestals that may be located within an individual residential yard. Accordingly, permit plans will be reviewed to prevent individual properties from disproportionately accommodating utility infrastructure and to ensure access points and other facilities are distributed in accordance with village standards. Following completion of construction, the only visible fiber infrastructure is expected to consist primarily of flush-mounted access points and occasional service cabinets, resulting in minimal long-term visual impacts.

Resident communication will also be coordinated with the village's construction management efforts. Ripple Fiber has developed a communication plan intended to keep property owners informed in advance of construction within their neighborhood. Ripple Fiber's marketing team will distribute resident notification letters approximately four to five weeks before construction is scheduled to begin. A first round of door hangers will then be distributed approximately seven to ten days before construction, followed by a final round of door hangers 48 to 72 hours before work begins to provide nearby residents with a final notice of upcoming construction. These communications will provide information regarding anticipated construction activities, restoration commitments, and appropriate customer service contacts. During construction, contractors will be clearly identified as working on behalf of Ripple Fiber, and post-construction communications will provide residents with information regarding project completion and contacts for any restoration-related concerns.

Upon completion of construction, Ripple Fiber intends to offer fiber-to-the-home internet service through several fixed-rate service tiers: 650 Mbps service at $40 per month, 1 Gbps service at $55 per month, 2 Gbps service at $75 per month, 5 Gbps service at $105 per month, and 8 Gbps service at $135 per month. The 8 Gbps tier is generally intended for small- and medium-sized businesses or other customers with higher bandwidth needs.

Recommended Action:

Staff recommends the Planning, Building, and Development Committee recommend that the Village Board authorize the Village Manager to execute the attached Master License Agreement with Ripple Fiber Illinois, LLC of Charlotte, NC.

ATTACHMENTS:

- Ripple MLA - Final
- R-26-XXX- A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN A MLA WITH RIPPLE FIBER.pdf
- Ripple Proposed Map.png
- Ripple Communication Plan.png

MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT
(FIBER OPTIC NETWORK USE)

THIS MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT (hereinafter referred to as this "Agreement"), made and entered into this ____ day of _____, 2026 pursuant to authority provided by the Illinois Constitution of 1970, Illinois State Statutes, and the Village Municipal Code, between the Village of Schaumburg, an Illinois municipal corporation and home rule unit of local government, with its principal office located at 101 Schaumburg Court, Schaumburg, Illinois 60193, (hereinafter referred to as the "Village") and **Ripple Fiber Illinois, LLC**, a Delaware limited liability company with its principal office located at 6000 Fairview Road, Suite 300, Charlotte, NC 28210, (hereinafter referred to as the "LICENSEE"). The Village and the LICENSEE may be hereinafter referenced individually as "Party" or cumulatively as "Parties".

IT IS, THEREFORE, AGREED by and between the Village and the LICENSEE, in consideration of the public health, welfare and safety, and the promises and mutual covenants contained herein, as follows:

1. **INTERPRETATIONS AND DEFINITIONS**

   a. **Interpretation:** When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and words in the singular number include the plural number. The words "shall" or "will" are always mandatory and not merely directory, and the word "may" is permissive.

   b. **Definitions:** Except as provided herein, terms used within this Agreement shall have the same meaning as set forth within the Village's Right-of-Way Ordinance, as defined herein. Whenever used in this Agreement, the following terms shall have the following meanings:

      i. **Effective Date**: The date of this Agreement as set forth on the beginning of the first page of this Agreement, which date shall be used for reference purposes and all other purposes.

      ii. **Facilities**: The individual parts that together make the LICENSEE's System operational for the purposes set forth herein, including, without limitation, all cables, conduits, access manholes, pedestals, boxes, equipment, devices and other appurtenances in the Right-of-Way.

      iii. **Final Plans and Specifications**: Those certain plans and specifications for the System approved by the Village pursuant to this Agreement.

      iv. **Governmental Authorities**: The United States of America, the State of Illinois, the County of Cook and any political subdivision thereof, including, without limitation, the Village and any agency, department, commission, board, bureau or other instrumentality of any of them that has jurisdiction over the System or any property over, under, above or along which the System shall be installed.

      v. **License**: The nonexclusive, revocable license granted to the LICENSEE in this Agreement, for the purposes of constructing, installing, using, maintaining, testing,

inspecting, operating, repairing and removing the System pursuant to and in accordance with this Agreement.

vi. **License Fee**: The fees required to be paid pursuant to this Agreement in consideration for the License.

vii. **Municipal Code:** The Municipal Code of the Village of Schaumburg, Illinois.

viii. **Permits**: All approvals, consents, permits, certificates, licenses, easements and authorizations required to be obtained from all Governmental Authorities and Persons, in connection with the Systems, including those needed to obtain access to or use of any real property.

ix. **Person**: Any natural person, or association, firm, partnership, join venture, corporation, limited liability company or other legally recognized entity or organization, whether for profit, not-for-profit, excluding Governmental Authorities.

x. **Preliminary Plans and Specifications**: Those certain plans and specifications for the System submitted by the LICENSEE to the Village's Project Manager, or their designee, pursuant to this Agreement.

xi. **Project Manager:** The Director of Public Works and Engineering.

xii. **Right-of-Way**: A public street, highway, road, roadway, utility easement, or other public right-of-way now or hereafter held by the Village in a proprietary or governmental/regulatory capacity.

xiii. **Right-of-Way Ordinance**: The Construction of Facilities in the Right-of-Way Ordinance contained in the Municipal Code at Title 15, Chapter 158.

xiv. **Service**: The provision of fiber broadband internet services and, where applicable, transmitting, receiving and distributing telecommunications and other information, including, without limitation, voice, data, signals, messages, and other forms of communications, but does not include cable communications as defined under the Cable Communications Policy Act of 1984 and the 1992 Cable Television Consumer Protection and Competition Act.

xv. **System**: The network consisting primarily of fiber optic cables to be constructed and installed by the LICENSEE pursuant to and in accordance with this Agreement, including, without limitation, all Facilities to be used by the LICENSEE for the purpose of providing fiber broadband internet services, which may include where applicable, transmitting, receiving and distributing telecommunications and other information, including, without limitation, voice, data, signals, messages, and other forms of communications, provided that the LICENSEE shall not be a cable operator, as such term as defined under the Cable Communications Policy Act of 1984 and the 1992 Cable Television Consumer Protection and Competition Act, as amended or as may be amended in the future.

xvi. **System Provider:** Any person providing a System and services within the Village pursuant to approval granted by the Village.

2. GRANT AND ACCEPTANCE OF LICENSE

a. **Grant of License**: The Village hereby grants to the LICENSEE a non-exclusive, revocable License for the Term of this Agreement to operate its System within the Village as detailed in the Permits and Final Plans and Specifications referenced in this Agreement for the sole purpose of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the LICENSEE's System. This License is limited to only the specific route and locations within the certain Right-of-Way within the Village, as detailed in the approved Final Plans and Specifications. This Agreement does not convey any right, title or interest in the Right-of-Way or property of the Village but shall be deemed a license for the limited purposes stated in this Agreement. Neither this Agreement nor the License shall be construed to create an assignment coupled with an interest, any vested right, or any warranty of title. The Parties hereto expressly intend and acknowledge that the LICENSEE's fiber optic cables and telecommunication lines will be personal property of the LICENSEE and not fixtures.

The rights granted to the LICENSEE herein shall always be subordinate to the Village's right to ingress into and egress out of, to use, occupy, repair, maintain, or otherwise utilize the Right-of-Way.

b. **System Obligations:** LICENSEE's System shall be designed to provide and shall be capable of providing internet and other System Services to all persons, including but not limited to residential, commercial, industrial, and governmental customers, throughout the Village and LICENSEE shall make such Services available to all such customers throughout the term of this Agreement; provided, however, that the LICENSEE shall not be required to construct its System within any area of the Village already served by another System Provider.

c. **Acceptance of License:** The LICENSEE hereby accepts the License and agrees to strictly comply with this Agreement.

d. **License, Permits and Approvals**: With the exception of those rights granted herein, this Agreement shall not take the place of any license, permit or approval that is or may in the future be required to be, secured by the LICENSEE from other Governmental Authorities or Persons in order to (i) install, use, maintain, test, inspect, operate, repair or remove the System; (ii) access, possess or otherwise use any real property, including any right-of-way of any other governmental entity; or (iii) engage in, maintain, operate or carry on a business within the Village.

e. **Nonexclusivity of Grant:** This Agreement does not grant any exclusive right, privilege, license or franchise to occupy or use the Right-of-Way or property of the Village for the provision of any services or any other purpose. Nothing contained in this Agreement shall prohibit the Village from granting other Governmental Authorities or Persons a license similar to the one granted herein to construct, install, maintain and operate a System in the Village.

f. **License Term**: The Term of the License shall be for a period of five (5) years, beginning on the Effective Date and ending five (5) years from the Effective Date, provided that LICENSEE is in compliance with the requirements of the Village's Code and the terms and conditions herein.

g. **License Renewal:** This Agreement shall automatically renew for two (2) successive five (5) Year terms (the "Renewal Terms") provided Licensee is in compliance with the terms and conditions of this Agreement at the time of renewal. This agreement may be terminated by either Party at the end of the Initial Term or then current Renewal Term by providing not less than ninety (90) days' advance written notice of termination to the other Party.

3. TAXES AND FEES

a. **Simplified Municipal Telecommunications Tax**: LICENSEE hereby represents that (1) the Illinois Commerce Commission granted the Licensee a Certificate of Exchange Service Authority to provide facilities based local telecommunications services, (2) the LICENSEE intends to offer telecommunications services within the Village as a Telecommunications Retailer as defined by the Telecommunications Infrastructure Maintenance Fee Act (TIFMA) (35 ILCS 635/10), and (3) upon providing telecommunications services shall be subject to Simplified Municipal Telecommunications Tax (SMTT) (35 ILCS 636/5) as imposed by the Village for the Facilities being installed pursuant to this Agreement. Should the LICENSEE provide telecommunications services within the Village, LICENSEE shall collect and pay the Village's Simplified Municipal Telecommunications Tax as required by the Municipal Code and State Law for the use of the Facilities installed pursuant to this Agreement. LICENSEE agrees to timely pay the SMTT during the term if this Agreement. Prior to the time the LICENSEE commences offering telecommunications services within the Village, it shall notify the Village in writing.

For so long as (a) the Village imposes a simplified municipal telecommunications tax (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) LICENSEE provides telecommunications services within the Village and collects and remits said SMTT, no recurring Annual Fee shall be due to the Village. On no less than a quarterly basis, LICENSEE shall submit in writing confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the Village's Finance Department via USPS or electronic mail, and it shall include the LICENSEE's name, the contact information for the person or department responsible on behalf of LICENSEEE for answering any questions related to the remittance, period of remittance and amount remitted.

Nothing set forth in this agreement shall limit the authority of the Village to enact any tax or fee authorized by the laws of the State of Illinois or the home rule authority of the Village granted by the Illinois Constitution.

b. **Fees:** LICENSEE shall pay to the Village an initial fee of Ten Thousand Dollars ($10,000) ("Initial Fee") within thirty (30) days of the execution of this Agreement. Thereafter, the Annual Fee shall be increased each year by four percent (4%) over the previous year's fee.

Thereafter, (1) if the SMTT is no longer imposed by the Village, (2) the LICENSEE is not required by law to pay the SMTT, or (3) the LICENSEE does not provide Telecommunications Services, LICENSEE shall pay an annual fee ("Annual Fee") to the Village in an amount equal to Ten Thousand Dollars ($10,000) plus four percent per year from the date of this Agreement. The Annual Fee shall be paid to the Village no later than April 30 of each year. Payments made after April 30th shall include a late-penalty fee of ten percent (10%) or the highest rate permitted by law.

c. **Permit Fees:** In addition to the Initial Fee, and as applicable the SMTT or the Annual Fee, the LICENSEE shall pay any applicable permit fees for each permit applied for and/or issued in accordance with the Municipal Code.

d. **Third Party Review Fees:** The LICENSEE shall reimburse to the Village the reasonable cost of any third-party engineering or other review of its permit applications, for compliance with all applicable codes, rules and regulations of the Village and other Governmental Authorities, as applicable. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.

e. **Construction Oversight:** The LICENSEE shall reimburse to the Village the reasonable cost of any construction oversight and monitoring of LICENSEE's work within the Village. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.

f. **Installation of Service to the Village**: Within thirty (30) days of LICENSEE providing its Plans and Specifications to the Village, the Village may request an estimate from LICENSEE regarding the cost of installing additional conduit and handholes within LICENSEE'S planned installation path(s). The Village shall reimburse LICENSEE for the costs of installing the additional requested conduit and hand holes within thirty (30) days of receiving an invoice from LICENSEE. All conduit and handholes installed for the Village shall become the property of the Village.

g. **Other Fees, Costs and Compensation:** The Village shall issue the LICENSEE invoices for the amount of any other fees, costs and compensation due to the Village from the LICENSEE pursuant to this Agreement or pursuant to any applicable Village codes, rules and regulations.

h. **Default Fees and Costs:** The LICENSEE agrees to pay the Village's reasonable attorney's fees and costs of collection, including litigation costs, should the LICENSEE default on this Agreement.

i. **General Fee Provisions**:

i. In the event that the LICENSEE fails to pay the SMTT or any fees in lieu of the SMTT during the term if this Agreement, the Village may in the Village's sole discretion, (1) terminate this Agreement; or (2) may require the LICENSEE to reimburse the Village for all additional costs and expenses incurred by the Village in connection with any issuance, modification, amendment, renewal or transfer of this Agreement or of the License granted pursuant to this Agreement and to pay

compensation charged and paid for the use of the Right-of-Way, separate from, and additional to, all federal, State, local and Village taxes as may be levied, imposed or due from any Person or its customers or subscribers, or on account of any business, activity or services, whether or not relating to use of Right-of-Way.

ii. Each invoice provided to LICENSEE by Village shall be paid by the LICENSEE within thirty (30) days from the date of issuance of said invoice.

iii. Any payment due from a LICENSEE that is more than thirty (30) days past due shall be deemed delinquent and shall accrue interest at the rate of 18% or the highest rate permitted under the law, whichever is less, compounded annually.

iv. The acceptance by the Village of any payment shall not be construed as an accord by the Village that the amount of such payment is the correct amount due from the LICENSEE pursuant to this Agreement, nor shall such acceptance of any payment be construed to be a release or waiver of any claim the Village may have for further or additional sums due and payable pursuant to this Agreement.

v. All payments due to the Village from the LICENSEE pursuant to this Agreement shall be paid without counterclaim, setoff, deduction or defense. In the event the LICENSEE does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the Village shall have the right to, without any liability to the LICENSEE, its customers or any third Persons, pursue all remedies available to it at law or in equity, including without limitation, revocation of the LICENSEE's License.

vi. Payment by the LICENSEE to the Village of the fees and charges set forth in this Agreement are compensation for Village services and shall not be considered in the nature of a tax. Such payments shall be separate from, and additional to, all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of the LICENSEE.

vii. The Village will give LICENSEE reasonable advance notice and documentation for any costs, fees, or other compensation due to the Village pursuant to this Agreement.

4. INTERCITY CIRCUITS AND REPORTING REQUIREMENTS

a. If the LICENSEE constructs circuits from within the Village limits of the Village extending to points beyond such Village limits and providing point-to-point nonswitched interexchange services with no intermediate Services within the Village ("Intercity Circuits"), the LICENSEE agrees to bill its customers separately for the Services provided through Intercity Circuits.

b. The LICENSEE shall furnish to the Village such information as may be reasonably required by the Village to effect compliance by the LICENSEE and the LICENSEE's customers with any ordinances of the Village which shall be in effect from time to time regulating, taxing or otherwise concerning the LICENSEE's operation of a System pursuant to this Agreement.

c. The LICENSEE also specifically acknowledges its duty and obligation to comply with the ordinances of the Village, including any ordinances that require the payment or collection of another Village tax or the obtaining of any Village licenses. Breaching the provisions of this Section shall be a default under this Agreement.

5. CONSTRUCTION OF SYSTEM

a. Plans and Specifications:

i. Submission of Preliminary Plans and Specifications: The LICENSEE shall, within forty-five (45) days after the Effective Date, or such later date as mutually agreed to by the Parties in writing, submit to the Project Manager, for review and comment, Preliminary Plans and Specifications, and such other documentation as required by the Project Manager. The Preliminary Plans and Specifications shall be provided in Shapefile, File Geodatabase, or other Village approved format and shall include, without limitation:

1. A map in sufficient detail indicating:

a. the proposed route for all fiber cable lines in each Right-of-Way where such cables are proposed to be placed underground;

b. all trees, structures, improvements and obstructions in such Right-of-Way and any utility facilities, structures or other improvements or obstructions that the LICENSEE proposes to temporarily or permanently remove or relocate; and

c. if the proposed route for the fiber optic lines includes areas outside of the Right-of -Way, the names of owners of all properties, public or private, under, over or across that the fiber lines are proposed to be constructed and/or installed.

2. The proposed phasing of the construction activities.

3. A complete list of all permits required to be obtained from Governmental Authorities.

4. A written traffic control plan delineating the proposed construction schedule and traffic impacts on the Right-of-Way. The plan shall be proposed in accordance with the Manual on Uniform Traffic Control Devices published by the United States Department of Transportation, Federal Highway Administration and the Illinois Department of Transportation (IDOT) Traffic Control Standards.

5. Such additional information as required by the Village.

ii. Review by the Village/Identification of Conflicts: The Project Manager shall review the Preliminary Plans and Specifications within twenty-five (25) days and shall submit any comments in writing to the LICENSEE. The failure of the Project Manager to provide comments within twenty-five (25) days shall not constitute approval of the Preliminary Plans and Specifications. Where conflicts with other utilities, overcrowding

of particular rights-of-way, or other potential issues are identified, the LICENSEE shall be advised of same, and the LICENSEE shall propose alternative locations. The Parties shall consult or otherwise work cooperatively to identify the availability of alternatives. The Village shall have the right to refuse to approve or authorize any permit if it reasonably determines that space within a Right-of-Way is inadequate to accommodate the LICENSEE's Facilities.

iii. **Phasing**: Permit Applications shall be submitted in phases as required by the Project Manager or his designee, based upon the length of the proposed route(s) of the telecommunication system, the area of the proposed route(s), the number of existing utilities within any proposed Right-of-Way, the potential for interference with existing utilities, or the potential for interference with the use of the Right-of-Way where construction activities are proposed.

iv. **Submission of Final Plans and Specifications**: The LICENSEE shall submit to the Project Manager, or his or her designee, with the Permit Application for each Phase, Final Plans and Specifications in Shapefile, File Geodatabase, or other Village approved format. The Final Plans and Specifications shall consist of final, complete and revised versions of each of the Preliminary Plans and Specifications which shall include the location of all existing utilities in the Right-of-Way, the horizontal and vertical depth proposed for the underground burial of all fiber optic cable and facilities and such other information as required by the Right-of-Way Ordinance. If the Project Manager, or his or her designee, is satisfied that the Final Plans and Specifications are in order and reflect all the revisions that the Project Manager, or his or her designee, requested in connection with the review of the Preliminary Plans and Specifications, then the Project Manager, or his or her designee, shall approve the Final Plans and Specifications not later than twenty-five (25) days after receipt thereof. In the event the Final Plans and Specifications do not meet the requirements of the Project Manager, or his or her designee, he or she shall notify the LICENSEE, in writing, of the denial of the Final Plans and Specifications. The failure to approve the Final Plans and Specifications within twenty-five (25) days shall not constitute approval of such Final Plans and Specifications. No construction of any kind shall commence, and the Village shall not be required to issue any permits for any construction, unless and until the Project Manager, or his or her designee, approves the Final Plans and Specifications.

v. **No Waiver of Code Requirements**: Under no circumstances shall the Village be obligated or required to revise, amend, modify or waive any of the codes, ordinances, rules or regulations of the Village.

b. **<u>Coordination of Construction Activities</u>:**

i. The LICENSEE is required to and shall cooperate with the Village and other licensees**.**

ii. By February 1 of each year, the LICENSEE shall provide the Village with a schedule of its proposed construction activities in, around or that may affect the Right-of-Way and ways during the subsequent one (1) year period.

iii. The LICENSEE shall meet with the Village, other licensees and users of the Right-of-Way annually or as determined by the Village to schedule and coordinate construction in the Right-of-Way.

iv. All construction locations, activities and schedules shall be coordinated, as ordered by the Village's Project Manager, or his or her designee, to minimize public inconvenience, disruption or damages.

c. **Adjustments:** The LICENSEE shall adjust to depth, line, and/or grade at its sole expense all appurtenances related to its System in the street or Right-of-Way at the time the street or Right-of-Way rehabilitation, repair or reconstruction occurs.

d. **Permits:**

i. **Obligation to Obtain Village Permit:** As a condition precedent to its right of access and use of the Right-of-Way, the LICENSEE shall submit a site-specific permit application for the locations within each Phase for which a permit is requested. Each permit application shall include all siting, design, construction information and documents required by the Right of Way Ordinance in sufficient detail to demonstrate to the Village that the System will be constructed in accordance with all applicable codes and ordinances and shall meet the requirements of this Agreement, provided, however, whenever the LICENSEE elects to engage in construction or maintenance of a lateral connection from its System to a customer location which was not included within the Final Plans and Specifications, such permit application and plans and specifications shall demonstrate that such lateral is consistent with the overall concept of the Final Plans and Specifications, presents no threat to the public health and safety, and meets all other requirements of this Agreement. If the Project Manager is satisfied that the proposed construction conforms to the requirements of the Right-of- way Ordinance and this Agreement, the Project Manager shall issue a permit as soon as practicable.

ii. **Obligation to Obtain Other Permits:** The LICENSEE shall, before commencing construction of any kind in the Village, obtain all Permits as may be necessary or required for the use of property in connection with, and for the construction of the System. The LICENSEE shall submit copies of all Permits received by it, with the exception of those issued by the Village, to the Project Manager, or his or her designee, prior to the commencement of construction.

iii. **Village Geographic Information System (GIS) Files:** Upon request of the LICENSEE the Village shall provide access to the Village's GIS files with respect to Village Right-of-Way.

iv. **Title; Condition of Right-of-Way:** It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the accuracy of any GIS files or other documents provided by the Village to the LICENSEE; the condition of the title or boundaries of the Right-of-Way; the accuracy of any GIS files or other documents provided by the Village to the LICENSEE, the condition of the underground duct or conduit, if any; the location of any utilities or facilities in the Right-

of-Way; any other improvements or soils located on the Right-of-Way; or the suitability of the Right-of-Way for LICENSEE's intended use. LICENSEE assumes all risks associated with the placement, operation and maintenance of the Facilities within the Right-of-Way and suitability of the Right-of-Way for its Facilities. LICENSEE accepts the Right-of-Way in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the Village shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the matters set forth herein.

v. **Membership in JULIE:** The LICENSEE shall, before commencing construction, become a member of Joint Utility Locating Information for Excavators ("JULIE") and shall at all times during the-term of this Agreement, comply with all regulations of JULIE. LICENSEE shall provide at LICENSEE's expense, an experienced and competent utility locator to locate and mark the location and depth of all Village owned utilities and other utilities with the use of ground penetrating radar or other similar technology.

vi. **Construction in Accordance with Permits**: The LICENSEE shall construct the System in strict accordance with all permits issued and all applicable codes, rules and regulations of all Governmental Authorities, and the failure to comply with the permit documents shall constitute a material breach of this Agreement. The LICENSEE shall, as diligently as possible but in no event later than thirty (30) days after delivery of a violation notice by the Village, correct such violation. Notwithstanding the foregoing, if the violation constitutes a potential threat to the public, the LICENSEE shall correct the violation immediately following notice of the violation or threat.

e. **Construction on and in Right-of-Way:**

i. **Use of Right-of-Way:** The use of the Right-of-Way and all work performed thereon shall comply with the Municipal Code, including but not limited to the Right-of-Way Ordinance, and the requirements of all Governmental Authorities.

ii. **Location of Facilities:** The LICENSEE shall construct its System only in locations authorized by Village Permit and as shown upon the Final Plans and Specifications.

Notwithstanding the foregoing, the Parties acknowledge that permit applications submitted to the Village by LICENSEE may identify locations that are outside of the Village's Right-of-Way and are outside the scope of this Agreement and the Village's authority to permit work in such locations ("Non-Right-of-Way Locations"). Non-Right-of-Way Locations may include, but are not limited to, public utility or other easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of LICENSEE's facilities in Non-Right-of-Way Locations, the Village specifically disclaims any and all warranties and representations related to LICENSEE's authority to enter or install facilities in such Non-Right-of-Way Locations. Further, any permit issued by the Village in connection with a permit application

submitted by LICENSEE that identifies LICENSEE's installation of facilities in Non-Right-of-Way Locations shall not be considered or construed to be a Village grant of permission or authority to LICENSEE to access such Non-Right-of-Way Locations or otherwise grant LICENSEE authority to install its facilities in such Non-Right-of-Way Locations. It is LICENSEE's sole responsibility to identify and obtain permission from the owners of all Non-Right-of-Way Locations to enter such Non-Right-of-Way Locations, and the Village shall have no duty or obligation to provide said Non-Right-of-Way Location owners any information or opinions concerning LICENSEE's ability to enter upon Non-Right-of-Way Locations. LICENSEE agrees to indemnify, defend and hold the Village harmless from any and all claims related to LICENSEE's anticipated or actual entrance to Non-Right-of-Way Locations, damage to Non-Right-of-Way Locations, installation of Facilities in Non-Right-of-Way Locations, or otherwise in connection with Non-Right-of-Way Locations.

iii. **Minimal Interference**: All work performed on, in, under, across or along the Right-of-Way shall be conducted so as to minimize any interference with all existing utilities and the rights and convenience of the general public, including traffic flow, the LICENSEE shall, at all times, employ reasonable care to avoid damage or interference with existing utilities, and while performing work: (a) employ reasonable care to protect the health and safety of the public, and (b) operate in accordance with the traffic control plan as approved by the Project Manager, or his or her designee.

iv. **Damage to Existing Utilities:** LICENSEE shall be fully responsible for all damage to existing utilities or other facilities caused by the LICENSEE's installation, maintenance or repair of its Facilities.

v. **Barricades**: The LICENSEE shall use suitable barricades, flags, lights, flares or other protective devices at such times and places as are required by its traffic control plan, all applicable ordinances, codes, rules and regulations and at such additional times and places as are required for the safety of all members of the general public, so as to prevent injury to any Person or damage to any vehicle by reason of any work being performed, as determined by the Village in its sole Judgment and discretion.

vi. **Prior Notification**: At least forty-five (45) days prior to any construction work to be conducted and again at least thirty (30) days prior to any proposed work, the LICENSEE shall notify all property owners of all property abutting the location of the LICENSEE's proposed work. The LICENSEE shall notify the Village's Project Manager, or his or her designee, and the owners of all private property abutting the proposed work at least seventy-two (72) hours prior to any work. Nothing herein shall be construed as preventing the LICENSEE from making immediate repairs to any damage caused to any Facilities, provided that the LICENSEE shall notify the Village's Project Manager, or his or her designee, as promptly as possible before such repair work or if an emergency, as soon thereafter as possible, and in any event, shall notify JULIE before such repair work.

f. **Installation of Facilities**: LICENSEE shall use and occupy the Right-of-Way to install, operate and maintain its Facilities, which shall be limited to underground conduit and fiber optic cable.

LICENSEE warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for the installation of the Facilities, LICENSEE agrees to work with the Project Manager or his designee to determine the method of installation to be used.

No trenching or excavation on any Right-of-Way or private property shall be conducted more than twenty-four (24) hours prior to the installation therein of any Facilities.

g. **Trimming Trees Prohibited**: The LICENSEE shall be prohibited from cutting or trimming any tree or tree roots greater than ½ inch in diameter, shrub or other vegetation, in or on any Right-of-Way prior to receiving the written approval of the Village's Project Manager, or his or her designee, which approval may be indicated on a duly issued permit The LICENSEE may cut or trim trees on private property as necessary, provided, however, the LICENSEE shall first obtain the permission of the affected property owner. All such trimming shall be in accordance with standard local arboricultural practices, and no trimming shall occur until the wires, cables or other Facilities have first been attached to the poles to ensure trimming to the minimum extent necessary. All trimming debris shall be removed from the work area on a daily basis.

h. **General Construction Standard**: All work performed on the System shall be performed in a good and workmanlike manner using materials of good and durable quality. If at any time it is determined by the Village or any other Governmental Authority, in its sole discretion and judgment, that any part of the System, including, without limitation, any means used to distribute signals over or within the System, is harmful to the health or safety of any Person, then the LICENSEE shall, at its sole cost and expense, promptly correct all such conditions to the reasonable satisfaction. of such Governmental Authority.

i. **Environmental**: LICENSEE shall not release any material in violation of any Federal or State environmental law on the Right-of-Way. LICENSEE, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of any material in violation of a Federal or State law occurring on the Right-of-Way, to the extent such a release was caused by LICENSEE. In the event of a release of any material in violation of a Federal or State law on the Right-of-Way by LICENSEE, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 10b. shall apply.

j. **"As-Built" Plans**: The LICENSEE shall furnish to the Village all "as-built" plans for the System as originally constructed and for all reconstruction, repair, relocation and other work performed thereon within thirty (30) days after completion of such work. The "as-built" plans shall be furnished in Shapefile, File Geodatabase, or other Village approved format that shall allow inclusion in the Village's GIS system. Notwithstanding the foregoing, the LICENSEE shall not be required to provide "as-built" plans for routine maintenance work performed, so long as no Facilities are added, removed or relocated.

k. **Right of Inspection**: The Village shall have the right to inspect all construction to ensure compliance with this Agreement and all applicable codes, laws, ordinances, rules, regulations and Permits. The LICENSEE shall have the right to accompany the Village during any such

inspections provided the Village shall not be required to delay its inspection to satisfy the LICENSEE's schedule.

6. RESERVATIONS OF PUBLIC STREET RIGHTS AND CONSTRUCTION RESTRICTIONS

a. **Interest in Right-of-Way**: All rights granted herein to the LICENSEE in the Right-of-Way are granted based on the information and belief of the Village that it has title or an interest in such Right-of-Way and the right and power to grant the rights and interests granted to the LICENSEE in this Agreement. This Agreement shall be deemed to grant only such rights to use Right-of-Way as the Village may have the right and power to grant in this Agreement. The LICENSEE has the right to conduct or obtain a title search of the Right-of-Way to ascertain the status of the Village's rights and interests in the same, which shall be at the LICENSEE's sole cost and expense.

b. **Nonexclusive Use**: The LICENSEE's right to use and occupy the Right-of-Way shall not be exclusive. The Village hereby reserves the right to grant any right or use of such Right-of-Way to any Person or at any time during the period of the License and any renewal or extension thereof, provided and subject to this Agreement, that such grant does not prevent the use and operation of the System or any Facilities.

c. **Other Utilities**: The Village hereby retains the right to lay and permit to be laid, sewer, gas, water, electric, and other pipelines, cables and conduits in any Right-of-Way, to change any curb or sidewalk or the grade or dimension of any street, and to perform and to permit to be performed any other work as the Village shall deem necessary or proper in its sole judgment and discretion. If any of the Facilities will interfere with the construction or repair of any Right-of-Way or public utility or other improvement therein, the LICENSEE shall, at its sole cost and expense, commence and diligently prosecute to completion, the relocation, removal or replacement of such Facilities, within sixty (60) days after the delivery of such written notice by the Village. Such work shall be performed as reasonably directed by the Village. In the event the Facilities must be so relocated, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative Rights-of Way for the relocated Facilities. In the event relocation of the Facilities or any part thereof is necessary in order to accommodate improvements or construction performed by or on behalf of any non-governmental third party, such third party shall pay for the cost of relocation of the Facilities.

d. **Creation or Dedication of Public Street**: The LICENSEE shall discontinue any use of the Public Street, if the Village reasonably determines that such use is inconsistent with the Public health or safety or with the purposes for which such Public Street was created or dedicated or is currently being used. The LICENSEE acknowledges and accepts at its own risk that the Village may make use in the future of the Right-of-way in which the LICENSEE's System is located in a manner inconsistent with the LICENSEE's use of such Right-of-way for its placement of its Telecommunication System. In the event the Facilities must be relocated, the LICENSEE shall identify alternative Right-of-way for the relocated Facilities.

e. **Improvements or Changes on Right-of-Way**: If the Village shall desire to make any improvements or changes on, or to all, or any part of any utilities or Right-of-way, over, under or along which any part of the System has been installed, then the LICENSEE shall, at its sole expense after sixty (60) days written notice from the Village, proceed to alter, change, vacate or remove as directed by the Village any part of the System necessary to accommodate the Village's planned improvements or changes. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE Facilities and provide the LICENSEE with additional time up to one hundred twenty (120) days total to remove said Facility, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas or Right-of-way.

f. **Vacation or Abandonment of a Public Street**: In the event any Right-of-way or portion thereof used by the LICENSEE shall be vacated by the Village, then, upon request and notice from the Village, the LICENSEE shall, at its sole cost and expense, remove its Facilities therefrom within one hundred twenty (120) days of the date of such notice. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE's Facilities, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas of Right-of-way.

g. **Temporary Removal or Relocation of the System**: In the event it is necessary to temporarily remove or relocate any Facilities in order to move any object, vehicle, building or other structure, or to accomplish any other Village activity or public purpose, the LICENSEE shall, upon sixty (60) days written notice from the Village and at its sole cost and expense, temporarily remove or relocate such Facilities.

7. RESTORATION

a. **The LICENSEE's Obligation**: Upon completion of any construction work, the LICENSEE shall, at its sole cost and expense, and in the manner approved by the Village or the affected property owner, in their sole judgment and discretion, as the case may be, promptly repair the Right-of-Way, private property, utility or improvement and restore the same to, as nearly as practicable, the condition existing prior to the performance of the work. Each site of completed construction shall be immediately placed in a safe temporary condition and restoration of the same shall be completed within seven (7) calendar days after the date of commencement of such restoration work, provided, however, the time for completing restoration work shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of restoration within the time period provided herein. In the event that the LICENSEE fails to commence or complete the restoration work in the manner and within the time periods prescribed herein, the Village may, but shall have no obligation to, perform such work and recover from the Security Fund established pursuant to this Agreement any costs and expenses the Village may incur. In the event that such Public Street, private property, utility, or improvement cannot be so repaired or restored, the LICENSEE shall pay just compensation to the Village or the affected owner of the same, as the case may be.

All trenching or excavations in lawns or grassy parkways within any Public Street or Right-of-Way or upon private property shall be immediately properly backfilled and tamped. All such restoration shall be performed in accordance with the Village's ordinances and the Illinois Department of Transportation's seed and sod specifications. If such trenching is performed between May 1st and November 30th, they shall be restored with sod within seven (7) days of completion of such trenching, and if performed between November 30th and May 1st, the trenching shall be restored, stabilized with a straw blanket and sod installed no later than May 15th, all in accordance with the applicable provisions of this Agreement, provided, however, the time for restoring with sod shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of such restoration within the time periods provided herein.

Any asphalt pavement or PCC concrete pavement shall be replaced with like-kind and quality materials. The backfill settlement repair period for any trenching or excavation shall be three (3) years from the date of placing said backfill, during which time the affected areas shall be maintained by the LICENSEE at its sole expense in a condition satisfactory to the Village. Under hard surface areas, trench backfill shall be compacted and certified by the Village to comply with the Village's construction standards. All restoration work shall be completed in accordance with the Village construction standards.

b. **Continuing Responsibility**: Where any such destruction, damage or disturbance is not immediately discovered, or where any such restoration effort fails or is otherwise inadequate or insufficient, the LICENSEE's obligation for restoration shall survive the termination of this Agreement for a period of five (5) years from the date of discovery.

c. **Failure, Neglect or Refusal to Repair**: In the event of any failure, neglect or refusal by the LICENSEE, after ten (10) days written notice from the Village, to repair or provide just compensation for such destruction, damage or disturbance within the time period as provided in this Agreement, the Village may, but shall be under no obligation to, perform such work, or cause it to be performed, and the actual cost thereof as found and declared by the Village, shall be paid by the LICENSEE within thirty (30) days after demand therefor. If the LICENSEE fails to reimburse the Village, the Village may collect the amount due from the Security Fund established pursuant to this Agreement or if the Security Fund is insufficient to satisfy the amount due, the Village may pursue its remedies by court action or otherwise.

d. **Use of Village Personnel to Correct:** In addition to any other repair or restoration costs, in the event the Village uses its own personnel to perform any restoration and/or repair work, the Village shall be reimbursed for the labor costs of each employee at the then prevailing hourly wage rate for laborers as determined by the Illinois Department of Labor and any other costs required to complete such repair or restoration.

8. RECORDS

a. **Books and Records**: The LICENSEE shall maintain, at all times during the Term of this Agreement: (1) complete, accurate and properly totaled books and records showing the business conducted by the LICENSEE in the Village, including but not limited to all

telecommunications tax returns and forms, and (2) complete, accurate and up to date maps of the System. The Village may require the LICENSEE to keep additional records and maps which it determines are reasonably necessary.

b. **Inspections and Audits:** All of such books and records and originals of all maps and other documents pertaining to this Agreement shall be maintained in and made available for inspection by the Village, its agents or employees, at the LICENSEE's office, at reasonable times and intervals. The Village shall have the right to make or obtain copies, at its expense, of all documents, maps or records (except customer lists) pertaining to this Agreement. The LICENSEE shall fully cooperate in assisting in this regard.

c. **Inquiries:** The Village may, at any time, make inquiries pertaining to the License and the operation of the System. The LICENSEE shall respond to such inquiries within five (5) business days of the inquiry.

d. **Duty to Provide Information**:

i. Within ten (10) business days of a written request from the Village's Project Manager, or his or her designee, the LICENSEE shall furnish the Village with information sufficient to demonstrate:

1. That the LICENSEE has complied with all requirements of the Municipal Code.

2. That all Municipal taxes and fees due the Village in connection with the Services and Facilities provided by the LICENSEE have been properly collected and paid by the LICENSEE.

3. All books, records, maps and other documents maintained by the LICENSEE with respect to its facilities within the Right-of-Way and ways shall be made available for inspection by the Village at reasonable times and intervals.

e. **Confidentiality**: If either Party provides confidential information to the other in writing and identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and propriety information, except that neither Party shall be required to hold confidential any information (1) which becomes publicly available other than through the recipient, (2) which is required to be disclosed by a governmental or judicial order (notice of which shall be provided to the original disclosing Party prior to such required disclosure), (3) which is required to be disclosed by statute, (4) which is independently developed by the receiving Party, or (5) which becomes available to the receiving Party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement for a period of three (3) years. In addition, upon termination of this Agreement, the receiving Party of any written confidential information shall promptly return to the disclosing Party all copies of such confidential information. The LICENSEE shall indemnify, hold harmless and defend the Village from any claims, fees, fines, attorney’s fees and costs levied against or incurred by the Village pursuant to the Illinois Freedom of Information Act based upon determination that the LICENSEE claimed confidential document(s) were wrongfully withheld from disclosure.

9. PERFORMANCE AND CONSTRUCTION SURETY

a. On or before the Effective Date, and as necessary thereafter, the LICENSEE shall establish, provide and deposit with the Village a construction and performance bond written by a corporate surety acceptable to the Village in an amount as determined in accordance with the Right-of-Way Ordinance (also referred to herein as "Security Fund"). The LICENSEE and Village agree that the reasonably estimated cost to restore the Right-of-Way for LICENSEE's construction is Two Hundred and Fifty Thousand Dollars ($250,000.00).

b. At a minimum, the construction and performance bond shall (1) provide that it shall not be canceled without the prior written consent of the Village, and (2) not require the consent of the LICENSEE prior to the collection by the Village of any amounts covered by said construction and performance bond.

c. The construction and performance bond shall guarantee, to the satisfaction of the Village:

i. The faithful performance of all requirements of the Right-of-Way Ordinance and the requirements of this Agreement;

ii. Construction in compliance with applicable plans, permits, technical codes and standards;

iii. Proper location of the facilities as specified by the Village;

iv. Restoration of the Right-of-way and other property affected by the construction;

v. The submission of "as-built" drawings after completion of the work as required;

vi. Any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to the Municipal Code or this Agreement; and

vii. The timely payment of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by LICENSEE in violation of this Agreement including, without limitation, any damage to public property or restoration work the LICENSEE is required to perform or that the Village must perform itself or have completed as a consequence solely of the LICENSEE's failure to perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement or any other applicable law;

viii. any costs, expenses, fees or other payments due under this Agreement; and

ix. any expenses incurred by the Village pursuant to this Agreement.

d. The construction and performance bond shall remain in force until sixty (60) days after substantial completion of the work, as determined by the Project Manager, or his or her designee, including restoration of Right-of-way and other property affected by the construction, provided that on such date there are no claims of any type outstanding at such time asserted against the LICENSEE or the Village, arising out of any acts or omissions of the LICENSEE relating to the License.

e. The construction and performance bond shall be maintained at the LICENSEE's sole cost and expense.

f. **Purpose**: The Security Fund shall serve as security for (1) the faithful performance by the LICENSEE of all provisions of this Agreement, (2) any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with all codes, ordinance, rules, regulation, orders, permits, the Final Plans and Specifications and other directives of the Village issued pursuant to this Agreement, (3) the payment by the LICENSEE of all liens and taxes and all damages, claims, costs or expenses that the Village has paid or incurred by reason of any act or default of the LICENSEE including, without limitation, any restoration work that the Village must perform itself or have completed as a consequence of the LICENSEE's failure to so perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement, (4) any costs, expenses, fees or other payments due under this Agreement and (5) any expenses incurred by the Village pursuant to this Agreement.

g. **Replenishment**: Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the LICENSEE shall restore the construction and performance bond to the amount specified in this Agreement.

h. **Withdrawals**: If the LICENSEE (1) fails to make any payment required to be made by the LICENSEE hereunder after notice is given pursuant to this Agreement, or (2) repeatedly fails to make timely payment hereunder, or (3) fails to pay any taxes or liens relating to the System that are due and unpaid, or (4) fails to pay to the Village any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any act or default of the LICENSEE, or (4) fails to comply with any provision of this Agreement that the Village determines can be remedied by an expenditure of an amount in the Security Fund, then, after three (3) days advance written notice from the Village of its intention to exercise its rights under this subsection if not paid by the LICENSEE and the failure of the LICENSEE to pay the monies due, the Village may withdraw the amount thereof from the construction and performance bond.

i. **Closing and Return of Security Fund:** Upon any termination of this Agreement, the LICENSEE shall be entitled to the return of the construction and performance bond, or portion thereof as remains on deposit at such termination, and after account is taken for all offsets necessary to compensate the Village for the failure by the LICENSEE to comply with any provision of this Agreement. In the event of any revocation of the License, the construction and performance bond, and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the LICENSEE.

j. **Rights Not Limited:** The rights reserved to the Village with respect to the Security Fund/construction and performance bond are in addition to all other rights of the Village, whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to said construction and performance bond shall affect any other right the Village may have or constitute a waiver thereof.

10. LIABILITY, INDEMNIFICATION AND INSURANCE

a. Liability:

i. **The LICENSEE**: The LICENSEE shall be responsible for any damage or loss to any real or personal property of the Village or of any Person, and for any injury to or death of any individual person, or any officer, employee or agent of the Village, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, installation, use, operation, maintenance, repair and/or removal of the System or its failure to act in connection therewith.

ii. **The Village**: Except as may result from their negligence or misconduct, the Village, its officers, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any individual person, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, operation, maintenance, repair or removal, or other action or event with respect to, the System.

iii. **Emergency and Other Action**: The Village may at any time in case of fire, disaster or other emergency as reasonably determined by the Village, cut or move any Facilities, in which event the Village shall not be liable therefore to the LICENSEE. When practical, as determined by the Village, the LICENSEE shall be notified prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work itself. In the event it is not practical to notify the LICENSEE prior to any such cutting or movement, the Village shall notify the LICENSEE within a reasonable time after the Village has actual knowledge of such cutting or movement.

iv. Unless directly caused by the gross negligence, malicious or intentional acts, or willful misconduct of the Village, its agents, employees or contractors, the Village shall not be liable to the LICENSEE for any damage to or loss of all or any part of the System, or otherwise, as a result of or in connection with the protections, breaking through, movement, removal, alteration or relocation of any part of the System by or on behalf of the LICENSEE or the Village in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any Right-of-Way, or the elimination, discontinuation and closing of any Right-of-Way, as provided herein. When practical, as determined by the Village, the LICENSEE shall be consulted prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work on the System itself.

v. The Village, its officers, employees and agents shall not be liable to the LICENSEE or any affiliate of the LICENSEE for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Village pursuant to this Agreement, including, without limitation, the right of the Village to terminate the License, and to take any action subsequent thereto.

b. Indemnification:

i. Hold Harmless: The LICENSEE releases and shall, and does hereby agree to save, defend, indemnify and hold the Village, its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, the LICENSEE's use of the License, Village property, Village Right-of-way, or related to any of the LICENSEE's activities related to this Agreement or License, including but not limited to challenges to the LICENSEE's License, and including but not limited to the LICENSEE's negligence, including its failure to act, or misconduct of its affiliates, officers, agents, employees, contractors, or subcontractors in the construction, operation, maintenance, repair, or removal of the System or the distribution of any Service over the System whether such acts or omissions are authorized, allowed or prohibited by this Agreement.

The LICENSEE shall, and does hereby agree to, pay any and all damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the LICENSEE or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its Facilities, and in providing or offering Service over the Facilities, Systems or System, whether such acts or omissions are authorized, allowed or prohibited by the Municipal Code or by this Agreement or any other agreement.

ii. Defense Expense: The LICENSEE shall and does hereby agree to, pay all reasonable and documented expenses incurred by the Village in defending itself with regard to any and all Claims mentioned in this Agreement. These expenses shall include all reasonable and documented out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the Village with respect to the Village's defense of such Claims. The LICENSEE shall have the right to approve counsel selected by the Village for defense of any Claims. In addition, the Village shall provide prompt notice to the LICENSEE of any Claims made against the Village and the LICENSEE shall have the right to approve the compromise or settlement of any Claims made against the Village for which the LICENSEE is responsible for the defense or payment thereof.

iii. Release and Waiver of Claims: The LICENSEE shall have no recourse against the Village for any loss, expense or damage resulting from the terms and conditions of this Agreement nor because of the Village's enforcement thereof. The LICENSEE shall be deemed to expressly agree that it accepts the License relying solely upon its own investigation and understanding of the power and authority of the Village to grant said License and that, in partial consideration of the grant of said License, the LICENSEE waives and releases the Village from all Claims of damages of any kind whatsoever,

either known or unknown, which it may have in connection with any matter specified in this Agreement.

iv. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the Village and its agents, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.

v. The obligations provided for in this Section shall survive the expiration or termination of this Agreement.

vi. The LICENSEE shall give the Village prompt written notice of any claim or cause of action falling within the terms of this Section that is filed against the LICENSEE and shall fully cooperate with the Village in the investigation and defense of the claim or cause of action.

c. **LICENSEE Insurance:** The LICENSEE, as a condition of this License, shall secure and maintain the following liability insurance policies insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds as their interest may appear under this Agreement:

i. **General Liability**: The LICENSEE shall maintain, throughout the Term of this Agreement, adequate proof of commercial comprehensive general liability insurance insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE. General liability coverage can be provided in the form of an endorsement to the LICENSEE's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used) with coverage limits at least:

1. Five million dollars ($5,000,000.00) per occurrence for products and completed operations, property damage, bodily injury and personal & advertising injury (including death); and

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Coverage shall include premise operations, explosion collapse and underground hazards, contractual liability and products/completed operations.

3. For any claims related to this contract, the LICENSEE's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the LICENSEE's insurance and shall not contribute to it.

ii. **Automobile:** The LICENSEE shall maintain in its own name automobile liability insurance with coverage limits of not less than one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage with respect to owned, non-owned and hired vehicles for the operations of which the LICENSEE is responsible. Such policy of automobile liability insurance shall name the Village as an additional insured.

iii. **Workers' Compensation and Employer's Liability:** The LICENSEE shall also maintain Workers' Compensation Insurance within the statutory limits and Employer's Liability Insurance with coverage limits of not less than one million dollars ($1,000,000).

iv. **Waiver of Subrogation:** LICENSEE hereby grants to Village a waiver of any right to subrogation which any insurer of said LICENESEE may acquire against the Village by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

v. **Evidence of Insurance Policies:** On or prior to the Effective Date, the LICENSEE shall furnish proof to the Village's Project Manager and Finance Director that the foregoing insurance policies have been obtained, along with written evidence of payment of required premiums, in the form of a certificate of insurance approved by the Village.

vi. **Maintenance of Insurance Policies:** The liability insurance policies required by this section shall be maintained by the LICENSEE throughout the Term of this Agreement and such other period of time during which the LICENSEE operates or is engaged in the removal of the System as subject to Village inspection and approval. Each such insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail, or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew." Within thirty (30) days after receipt by the Village of said notice, and in no event later than thirty (30) days prior to said cancellation, the LICENSEE shall obtain and furnish to the Village replacement insurance policies meeting the requirements of this Section in a form acceptable to the Village's Attorney. The termination or expiration of insurance without replacement insurance as provided herein, shall automatically terminate the License.

vii. **Alterations of Minimum Limitations:** The Village may, following the Effective Date, increase the minimum limitation(s) of the insurance policy or policies required in this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Chicago Metropolitan Statistical Area as of the Effective Date.

xiii. **No Limit of Liability:** The legal liability of the LICENSEE to the Village and any Person for any of the matters that are the subject of the insurance policies required by this

Section, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.

11. ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS

a. **Municipal Approval Required**: Neither the License nor any rights or obligations of the LICENSEE pursuant to this Agreement nor any of the LICENSEE's interest in the System shall be assigned or transferred, in whole or in part, to any Person, nor shall title thereto, either legal or equitable, or any right or interest therein, or any property or assets relating to the license or the System, pass to or vest in any Person, nor shall any substantial change in control of the LICENSEE occur, either by act of the LICENSEE, by operation of law or otherwise, without the prior written consent of the Village, which consent shall not be unreasonably withheld or conditioned, nor unduly delayed, and then only on such reasonable conditions as may there be prescribed. Nothing herein shall prevent the LICENSEE from assigning its rights and obligations to a parent, affiliate or subsidiary of the LICENSEE upon notice to the Village, provided such parent, affiliate or subsidiary shall execute such documents and provide such necessary financial assurances as will reasonably assure performance of all of the LICENSEE's duties and responsibilities under this Agreement. Any such action completed without such prior consent of the Village shall be a violation of this Agreement and shall, at the option of the Village, which option may be exercised in the Village's sole judgment and discretion and without further notice or procedure, render the License void and entitle the Village to pursue all remedies available to it. The grant or waiver of any one or more of said consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any said consent constitute a waiver of any other rights of the Village.

b. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the LICENSEE, of the ownership or working control of the License, of the ownership or working control of affiliated entities having ownership or working control of the LICENSEE or of a licensed system, or of control of the capacity or bandwidth of the LICENSEE's Telecommunication System, Systems, Facilities or substantial parts thereof, shall be considered an assignment or transfer requiring Village approval pursuant to this Section.

c. Transactions between affiliated entities are not exempt from Village approval pursuant to this Section.

d. **Notice to the Village**: The LICENSEE shall promptly notify the Village of any proposed action requiring the consent of the Village pursuant to this Section, by submitting to the Village at least sixty (60) days prior to the proposed action a petition requesting the approval of the Village. The petition shall fully describe the proposed action and shall be accompanied by justification for the action and such additional supporting information as the Village may require in order to review and evaluate said action.

12. FORECLOSURE, CONDEMNATION AND RECEIVERSHIP

a. **Foreclosure:** Upon the actual scheduled occurrence of any foreclosure or other judicial sale of all or any material part of the System or the involuntary termination of any lease or mortgage

covering all or any material part of the System, the LICENSEE shall immediately notify the Village of said occurrence. Said notification shall be treated as a notification of a proposed change in control of the LICENSEE, and the provisions of the "ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS" Section of this Agreement shall apply to any proposed transfer or assignment of this Agreement or the LICENSEE's rights hereunder, but shall not apply to the foreclosure or judicial sale of all or any part of the System itself.

b. **Condemnation:** In the event that the System or any material part thereof is taken, appropriated, or condemned pursuant to law and the effect of such taking is to materially frustrate or impede the ability of the LICENSEE to carry out its obligations pursuant to, and the purposes of, this Agreement, then the Village may revoke the License in accordance with the applicable provisions of this Agreement.

c. **Receivership; Notification by the LICENSEE:** The LICENSEE shall immediately notify the Village, in writing, if:

i. The LICENSEE files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors, or

ii. The LICENSEE files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended from time to time, or

iii. The LICENSEE is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of any receiver or trustee of all or any material part of its property, including all or any material part of the System, or

iv. The LICENSEE institutes dissolution or liquidation proceedings with respect to its business, or

v. an order is entered approving an involuntary petition to reorganize the business of the LICENSEE or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the license of all or a part of its property, including all or any material part of the System, or

vi. a writ or warrant of attachment, execution, distraint, levy, possession or any similar process shall be issued by any court against all or any material part of the property of the LICENSEE, including all or any material part of the System.

13. **SAFETY**

a. **Standard of Care:** The LICENSEE shall at all times utilize the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public or to employees of the LICENSEE.

b. **Equipment, Installation and Maintenance**:

i. All installations of the System shall be made so as not to impact the fire integrity of any building or structure.

ii. During the term of this Agreement, LICENSEE shall at all times, and at LICENSEE's sole cost and expense, maintain the Facilities in the Right-of-Way in in a safe and stable condition, in good order and repair, in compliance with all requirements of law, and in such manner that they will not interfere with any installations of the Village, wherever situated or located.

14. **NO EXTRANEOUS INDUCEMENTS** The LICENSEE acknowledges that it has not been induced to accept the License created herein by any promise, oral or written, by or on behalf of the Village or by any third Person regarding any term or condition in this Agreement not expressed herein. The LICENSEE shall further be deemed to warrant that no promise or inducement, oral or written, has been made to any Village employee or official regarding receipt of the License, other than as contained in this Agreement.

15. **COMPLIANCE WITH LAW** The LICENSEE shall, at all times, comply with the applicable laws, codes, rules and regulations of the Village and all Governmental Authorities, regardless of whether such laws, codes, rules or regulations are expressly referenced in this Agreement. The LICENSEE shall, at all times, comply with all applicable laws, ordinances, resolutions, codes, rules and regulations of the Village, and all applicable memoranda and other directives of the Village, as such laws, ordinances, resolutions, codes, rules, regulations, memoranda and directives may be modified or amended, provided that such modification or amendment does not impair, conflict with or diminish the rights granted the LICENSEE under this Agreement. The LICENSEE reserves all rights under current and future preemptive state and federal laws.

16. **SUSPENSION OR REVOCATION OF PERMIT** The Village may revoke or suspend any Village permit issued to the Licensee, or issue stop work orders, as provided in this Agreement and the Municipal Code.

17. **TERMINATION**

a. **Basis for Termination:** The Village may terminate this License Agreement and the License granted herein for any of the following reasons:

i. The LICENSEE fails to comply with the conditions of occupancy of the Right-of-Way set forth herein or in the Municipal Code or ordinances of the Village, or

ii. The LICENSEE violates other material terms of this Agreement, or

iii. The LICENSEE made fraudulent, false, misleading or misrepresenting, or materially incomplete statements in a permit application, plans, or specification, or

iv. The presence of the Facilities on, over, above, along, upon, under, across or within the Right-of-Way presents a direct or imminent threat to the public health, safety or welfare, or

v. The LICENSEE fails to provide or pay any material portion of the taxes, compensation or fees owed the Village pursuant to this Agreement when due, or

vi. The LICENSEE fails to construct the Facilities substantially in accordance with the permits and/or Final Plans and Specifications, or

vii. The LICENSEE fails to furnish records when due or fails to cooperate with the reasonable requests by Village officials for information or for inspection, or

viii. THE LICENSEE becomes insolvent, or unable or unwilling to pay its unprotested debts, or is adjudged bankrupt or seeks relief under bankruptcy laws.

b. **Notice and Opportunity to be Heard**: Written notice shall be provided to the LICENSEE setting forth the nature, general facts, and cause for termination. Within thirty (30) days following the Village's mailing of such written notification, the LICENSEE shall provide satisfactory documented evidence that (1) corrective action has been taken or, (2) that no cause exists for the termination, or (3) that the alleged violations were beyond the LICENSEE's control pursuant to the "FORCE MAJEURE" Section of this Agreement. The thirty (30) day correction period may be extended by agreement of the Parties. Upon review of all evidence and documentation presented, the Village Manager shall provide notice to the Licensee of the result of his review and any determination of cause for termination.

18. **RIGHTS AND REMEDIES** In the event of a breach or an alleged breach of this Agreement by either Party, either Party may, by suit, action, mandamus or other proceeding, in law or in equity, enforce or compel the performance of this Agreement.

19. **REMOVAL OF UNAUTHORIZED FACILITIES** Within sixty (60) days following written notice from the Village, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the Village, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:

a. Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;

b. If the facility was constructed or installed without the prior grant of a license or permit;

c. If the facility was constructed, installed or maintained in violation of this License Agreement or the Village ROW Standards; or

d. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of five thousand dollars ($5,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction

by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

20. AMENDMENTS

a. This Agreement may be modified or amended from time to time, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and executed by the Parties by the same procedure as required by Illinois Statutes for its original execution and approval.

b. To the extent the Village issues permits in phases which authorize the installation of Facilities in additional Rights-of-Way within the Village, the Parties agree that this Agreement shall be extended to include those Rights-of-Way without further action by the Parties under the same terms and conditions describes herein.

c. Notwithstanding subsection "a" and subsection "b" above, the LICENSEE may be permitted by the Village to use a Right-of-Way other than or in addition to the Right-of-Way identified in a Permit upon approval by the Village's Project Manager, or his or her designee, of an amended application pursuant to the Municipal Code.

d. Notwithstanding subsection "a" and subsection "b" above, if the LICENSEE is ordered by the Village to locate or relocate its facilities from a Right-of-Way, the Village shall grant an amendment to the License without a further permit application.

e. The Village's Project Manager, or his or her designee, may approve in writing appropriate field changes requested by the LICENSEE in the plans and specifications approved by the Village, without requiring an amendment to this Agreement. Decisions on requests by the LICENSEE for field changes shall be made not more than ten (10) business days after the LICENSEE provides all information and/or documentation requested by the Village's Project Manager, or his or her designee.

21. TIME ESSENCE OF AGREEMENT Whenever this Agreement sets forth anytime for any act to be performed by either Party, said time shall be deemed to be of the essence.

22. TIME FOR NOTICE In the event of an emergency involving life or property, as determined by the Village in its reasonable judgment and discretion, the Village may reduce or eliminate the notice requirements set forth in this Agreement, and any such reduction or elimination shall be deemed to be reasonable under the circumstances, provided, however, that the Village shall notify the LICENSEE as soon thereafter as possible in accordance with this Agreement.

23. FORCE MAJEURE: Whenever a period of time is provided for in this Agreement for either the Village or the LICENSEE to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, insurrection, rebellion, terrorism, strike, lockout, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, provided, however, that said time period shall be extended for only the actual amount of time said Party is so delayed. An act or omission shall not be deemed to be "beyond a party's control" if committed, omitted or caused by a Party, its employees, officers or agents.

24. LICENSEE TERMINATION AND REMOVAL

a. The LICENSEE shall have the right to terminate this Agreement at any time during the term of this Agreement upon one hundred eighty (180) days prior written notice to the Village without any additional cost or obligation to the LICENSEE.

b. Upon the expiration or termination of this Agreement, the Village shall have the option to require the LICENSEE to remove its Facilities located in the Right-of-Way and restore such Right-of-Way herein authorized to be used and occupied to a condition reasonably satisfactory to the Village, or to allow the Facilities to remain in the Right-of-Way. In the event the Village elects to allow the Facilities to remain located in the Right-of-Way, the Village, after thirty (30) days prior written notice to the LICENSEE, shall be allowed to take control over said Facilities as property of the Village, without compensation to the LICENSEE.

25. SEVERABILITY SAVINGS CLAUSE If any part of this Agreement including any section, subsection, sentence, clause, phrase, or other portion of this Agreement or its application to any person is, for any reason, rendered or declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, said decision shall not affect the validity of the remaining parts or portions of this Agreement which shall remain in full force and effect.

26. NON-DISCRIMINATION The LICENSEE shall make its Services available to any customer within its area who shall request such Service, without discrimination as to the terms, conditions, rates or charges for the LICENSEE's Services; provided, however, that nothing shall prohibit the LICENSEE from making any reasonable classifications among differently situated customers consistent with public utility, Federal Communications Commission (FCC), Illinois Commerce Commission (ICC) or other applicable regulatory standards.

27. VIDEO PROGRAMMING LICENSEE shall notify the Village if it intends on providing cable television content over the Facilities to subscribers within the Village. If required by law, LICENSEE will enter into a cable franchise or an open video system franchise agreement with the Village in the event LICENSEE does provide cable television content over its Facilities.

28. GENERAL

a. Non-Waiver Of Rights: No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. Governing Law, Venue and Waiver of Trial by Jury:

i. Governing Law: This Agreement and the rights of the parties hereunder shall be subject to, construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois.

ii. **Venue:** Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County, Illinois or, when applicable, in the Federal District court for the Northern District of Illinois.

iii. **Waiver of Trial by Jury:** The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.

c. **Notices:** All notices and other communication or writings which any Party is required, permitted or may wish to serve in connection with or under this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when sent by certified mail, return receipt requested, overnight courier, or personal service to the Persons and addresses indicated below or to such addresses and Persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection. Mailing or courier of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given on the date of mailing.

TO THE VILLAGE:

Village Manager:
Village Manager
Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

WITH COPY TO:

Village Attorney:
Schaumburg Village Attorney
Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, IL 60559

TO THE LICENSEE:
Ripple Fiber Illinois, LLC
6000 Fairview Rd., Suite 300
Charlotte, NC 28210
Attn: Legal Department

WITH COPY TO:
Ripple Fiber Illinois, LLC
6000 Fairview Rd., Suite 300
Charlotte, NC 28210
Attn: Government Affairs

d. **Binding Effect**: Each of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, assigns and grantees. Nothing herein shall be deemed to permit a transfer of the License by the LICENSEE.

e. **Authority to Execute**: The LICENSEE hereby warrants and represents to the Village that (i) it has the right, power and authority to enter into this agreement and to accept to the License granted to it in this Agreement, (ii) the individuals executing this Agreement on behalf of the LICENSEE have the power and authority to bind the LICENSEE to this Agreement, and (iii) neither the execution of this Agreement nor the performance of the obligations contemplated hereby will (1) result in a breach or default under any agreement to which it is a party or (2) violate any restriction, court order or agreement to which it is subject.

f. **Joint Work Product:** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

g. **No Joint Venture or Partnership:** This Agreement shall not be construed to create a joint venture, partnership, employment or other agency relationship between the Parties.

h. **No Personal Liability:** No official, officer, agent or employee of the Village shall be charged personally or held contractually liable under any term or provision of this Agreement.

i. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.

j. **Section Headings:** The Section headings and references are for the convenience of the Parties and shall not be used to interpret or construe the terms and provisions of this Agreement.

29. **ENTIRE AGREEMENT** This Agreement sets forth all the covenants, conditions and promises and contains the entire agreement between the Parties. All negotiations between the Parties are merged in this Agreement, and there are no covenants, promises, agreements, conditions or understandings between the Parties, either verbal or written, other than those contained in this Agreement. In no event, shall prior drafts of this Agreement be used, considered or relied upon in interpreting or construing any provision of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above and by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

VILLAGE	RIPPLE FIBER ILLINOIS, LLC
By:_____ Village Manager	By:_____ Name: Joshua Runyan Title: Chief Legal Officer
ATTEST	ATTEST
By:_____ Village Clerk	By:_____

State of North Carolina)
) SS
County of)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Joshua Runyan, personally known to me to be the Chief Legal Officer of Ripple Fiber Illinois, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Managers of said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Ripple Fiber Illinois, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2026.

_____

[SEAL]

RESOLUTION NO. R-26-_____

A RESOLUTION APPROVING A MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT BETWEEN THE VILLAGE OF SCHAUMBURG AND RIPPLE FIBER ILLINOIS, LLC FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A FIBER OPTIC NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY

WHEREAS, the Village of Schaumburg ("Village") is an Illinois home rule municipality organized and existing under Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village possesses authority to regulate the use of its public rights-of-way and to establish reasonable terms and conditions governing the installation, operation, maintenance, relocation, and removal of telecommunications facilities within those rights-of-way; and

WHEREAS, Ripple Fiber Illinois, LLC, d/b/a Ripple Fiber ("Licensee"), has requested permission to construct, operate, maintain, repair, and remove an underground fiber optic network within portions of the Village's public rights-of-way to provide broadband internet services to residential and commercial customers; and

WHEREAS, the Village has negotiated a Master Right-of-Way Use License Agreement establishing the terms and conditions under which the Licensee may utilize the Village's public rights-of-way, including requirements related to permitting, construction standards, restoration, performance security, insurance, indemnification, inspection, relocation of facilities, reimbursement of applicable Village costs, and compliance with all applicable federal, state, and local laws and regulations; and

WHEREAS, the proposed Agreement grants only a non-exclusive, revocable license to use the public rights-of-way and does not convey any ownership interest, easement, or franchise rights in Village property; and

WHEREAS, the Village Board finds that approval of the Master Right-of-Way Use License Agreement is in the best interests of the Village and its residents by facilitating the expansion of broadband infrastructure while preserving the Village's ability to protect and manage its public rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: The recitals set forth above are incorporated herein and made a part of this Resolution.

SECTION TWO: The Village Board hereby approves the Master Right-of-Way Use License Agreement between the Village of Schaumburg and Ripple Fiber Illinois, LLC, substantially in the form attached hereto as **Exhibit A**.

SECTION THREE: That the Village Manager and Village Clerk are hereby authorized and directed to execute and attest the Agreement on behalf of the Village, together with such non-substantive modifications as may be approved by the Village Attorney and Village Manager, provided that such modifications do not materially alter the rights or obligations of the Village.

SECTION FOUR: The Village Manager, Director of Public Works and all other appropriate Village officials are authorized to take such actions as are necessary and appropriate to implement and administer the Agreement, including the issuance of permits, review of construction plans, inspection of work, collection of fees, and enforcement of the terms and conditions of the Agreement.

SECTION FIVE: Nothing in this Resolution or the Agreement shall be construed as granting the Licensee an exclusive right to occupy or use the Village's public rights-of-way. The Village expressly reserves all rights and authority to regulate the use of its public rights-of-way consistent with applicable law.

SECTION SIX: This Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

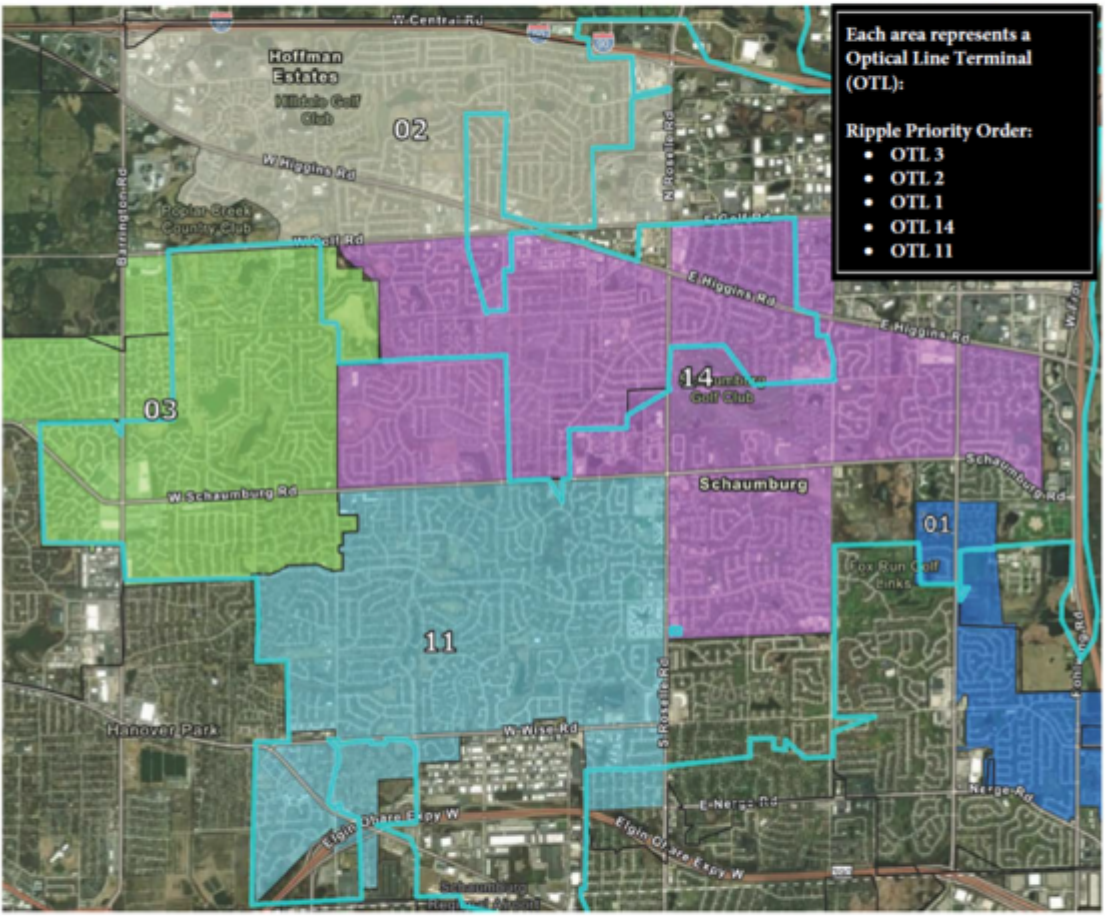
ABSENT:

PASSED AND APPROVED this _____ day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk


Each area represents a Optical Line Terminal (OTL):
Ripple Priority Order:
OTL 3
OTL 2
OTL 1
OTL 14
OTL 11
Hoffman Estates
02
03
11
01
Schaumburg
Hanover Park
W Central Rd
W Higgins Rd
E Higgins Rd
W Schaumburg Rd
Schaumburg Rd
W Wise Rd
E Nerge Rd
Nerge Rd
Barrington Rd
N Roselle Rd
S Roselle Rd
Elgin O'Hare Expy W

RIPPLE FIBER

Ripple Fiber Resident Outreach Plan (Following Permit Approval)

- *4-5 Weeks Prior to Construction* – Letters mailed to residents informing them of incoming work.
- *7-10 Days Prior to Construction* – Door Hangers sent out to residents in the permitted area.
- *2-3 Days Prior to Construction* – Final door notices for residents in permitted area.

Residents will be provided contact information for questions on distributed materials.

Notice letters sent residents (4-5 Week Prior to Construction)



VILLAGE OF
SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve a Master License Agreement with Lumos Fiber of Illinois, LLC for the Deployment of Fiber Optic Infrastructure within Village Rights-of-Way
09/08/26
Village Board

Presenter: Andrew Buckwinkler; Assistant to the Village Manager
Lead Department: General Government

Executive Summary:

Lumos Fiber of Illinois, LLC has requested approval of a Master Right-of-Way Use License Agreement (Master License Agreement or MLA) to facilitate the construction, operation, and maintenance of a fiber-to-the-home broadband network within the village's public rights-of-way. The proposed MLA establishes the requirements and conditions for Lumos Fiber's installation of underground fiber optic infrastructure throughout the community while maintaining village oversight of construction activities, restoration of public property, and the ongoing management and protection of public assets.

Unlike traditional cable television providers such as Comcast, Lumos Fiber is not seeking a cable television franchise because it is not proposing to provide cable television service subject to federal cable franchising requirements. Instead, Lumos Fiber is deploying a fiber-to-the-home broadband network intended to provide high-speed internet service directly to residents and businesses. Illinois law allows telecommunications providers to occupy public rights-of-way through municipal permitting processes and right-of-way agreements rather than cable franchise agreements. As such, municipalities throughout Illinois commonly use Master License Agreements to establish requirements for the construction, operation, maintenance, and restoration of fiber infrastructure while retaining local oversight of the public right-of-way.

Master License Agreements are commonly utilized between municipalities and fiber network providers undertaking broadband infrastructure deployment. Similar agreements have been adopted by numerous municipalities throughout the region and state to balance private investment in broadband infrastructure with responsible management of public assets. Although providers may generally construct facilities through the standard permitting process, the proposed MLA provides a comprehensive framework addressing permitting procedures, construction coordination, engineering standards, restoration requirements, insurance coverage, indemnification, performance bonding, facility relocation, and long-term maintenance obligations. Establishing these responsibilities in advance provides greater accountability and allows the village to maintain appropriate oversight during construction and throughout the life of the infrastructure.

Importantly, approval of the MLA does not constitute approval for Lumos Fiber to begin construction throughout the village. Individual construction areas will remain subject to review and approval by the Engineering and Public Works Department (EPW) through the village's permitting process. This allows the village to actively manage the location, timing, and sequencing of construction based on other work occurring within the right-of-way, available inspection resources, restoration progress, and potential conflicts with other utilities or fiber providers.

The village is planning for the potential construction of multiple fiber networks and intends to coordinate permitting in a manner that avoids unnecessary overlap, disruption, and resident confusion. Consistent with the village's existing practice for dry utilities, EPW may delay the issuance of permits within areas where significant village, utility, or other permitted construction is underway when necessary to appropriately coordinate work and protect the public right-of-way. This authority will be particularly important if multiple fiber providers request permits for the same or adjacent neighborhoods during similar timeframes. In those circumstances, EPW can sequence construction so residents are not unnecessarily subjected to overlapping construction activities, competing notifications, or uncertainty regarding which contractor is responsible for restoration or other concerns.

While multiple providers may ultimately construct networks within the village, staff does not anticipate that providers will routinely attempt to construct within the same neighborhood simultaneously. Fiber providers generally have an economic incentive to prioritize areas where competing fiber infrastructure has not already been installed, as the introduction of fiber service can reduce the potential customer base and anticipated return on investment for subsequent providers. Nevertheless, the village's permitting process provides EPW with the ability to manage construction sequencing should overlapping requests occur.

Construction will also be divided into manageable phases developed collaboratively between Lumos Fiber and EPW. Rather than permitting unrestricted construction throughout the community simultaneously, Lumos Fiber will generally advance through priority construction areas consisting of approximately 300 to 500 homes at a time. The attached map reflects Lumos Fiber's current anticipated construction plan and sequencing; however, the timing and progression of individual construction areas may vary based on ongoing coordination with EPW, completion of appropriate permit review, available right-of-way capacity, other construction activity, restoration progress, and the village's ability to provide appropriate review and inspection. Accordingly, the map should be considered a planning framework rather than a fixed construction schedule. This collaborative approach will allow the village to coordinate the release of subsequent construction areas, maintain accountability throughout construction, encourage completion and restoration of individual service areas before significant additional work proceeds, and provide EPW with greater control over the overall pace of deployment.

EPW is also preparing for the additional engineering review and inspection workload associated with potentially having multiple fiber providers seeking construction permits concurrently. Staff anticipates that supplemental third-party engineering assistance will be necessary to maintain appropriate permit review and field inspection coverage without negatively affecting existing village projects and responsibilities. Because Lumos Fiber is registered as a telecommunications provider, applicable state law limits the village's ability to charge certain right-of-way-related review and inspection expenses

directly to the provider. Once telecommunications service is established, however, Lumos Fiber will be responsible for remitting applicable Illinois Simplified Municipal Telecommunications Tax (SMTT) revenues to the village.

Recognizing these limitations, EPW is proactively planning for the additional workload rather than relying solely on existing staff resources. EPW is currently working with the village's existing engineering consultant, CivilTech, to determine its interest and capacity to provide supplemental permit review and construction inspection services. Staff is also contacting other qualified engineering firms to identify additional resources and intends to have sufficient supplemental review and inspection capacity available before significant fiber construction begins. These consultants would work on behalf of the village and under EPW's direction to review permit plans, inspect construction activities, verify compliance with village standards, document deficiencies, and assist with restoration oversight as needed.

EPW will review proposed infrastructure locations as part of each permit application to ensure that access points and other utility infrastructure are appropriately distributed throughout residential areas. Village requirements limit the number of utility pedestals that may be located within an individual residential yard. Accordingly, permit plans will be reviewed to prevent individual properties from disproportionately accommodating utility infrastructure and to ensure facilities are distributed in accordance with village standards.

Resident communication will also be coordinated with the village's overall construction management efforts. Lumos Fiber will be required to provide advance notification to affected residents regarding upcoming construction, anticipated activities, restoration responsibilities, and appropriate customer service contacts. The village's phased permitting and construction coordination process will complement these communications by reducing circumstances in which residents receive simultaneous notifications from multiple fiber providers or encounter multiple fiber contractors working within the same neighborhood at the same time. By coordinating permitting schedules among providers and considering other village and utility projects occurring within an area, EPW will seek to provide a more orderly construction environment and clearer accountability for residents when questions, property impacts, or restoration concerns arise.

Lumos is now part of T-Mobile Fiber and is constructing the physical fiber infrastructure that will support T-Mobile's fiber-to-the-home service. Lumos has specifically identified Schaumburg as one of more than 20 Chicagoland communities included within its Illinois fiber expansion, which is expected to extend approximately 3,000 miles and ultimately reach nearly 300,000 addresses across portions of Cook and DuPage Counties.

Upon completion of construction, residential service is expected to be marketed through T-Mobile Fiber. Current T-Mobile Fiber offerings include service tiers ranging from 300 Mbps through 2 Gbps, depending on service location. The addition of the Lumos/T-Mobile Fiber network is expected to increase competition within the local broadband marketplace by providing residents and businesses with an additional high-speed internet option and expanding consumer choice. The network will also provide

additional fiber infrastructure capable of supporting increasingly bandwidth-intensive residential and business uses.

Overall, staff's approach to fiber deployment is intended to accommodate private broadband investment without sacrificing the village's ability to responsibly manage construction within its rights-of-way. Approval of the MLA establishes the contractual framework under which Lumos Fiber may operate, while individual construction remains subject to EPW review, permitting, sequencing, inspection, and restoration requirements. Through phased construction areas, coordination among providers and other utilities, the ability to delay permits where overlapping construction would create conflicts, supplemental third-party engineering and inspection resources, infrastructure placement standards, bonding and insurance requirements, and coordinated resident communication, the village has multiple mechanisms available to manage the risks associated with a large-scale fiber buildout.

This approach is particularly important as multiple providers consider investments within Schaumburg. Rather than allowing several networks to advance independently without coordination, EPW will actively manage the pace and location of permitted work to maintain accountability, minimize unnecessary neighborhood disruption, protect existing infrastructure, and ensure sufficient village or consultant resources are available to oversee construction. The proposed Master Right-of-Way Use License Agreement therefore appropriately balances the village's responsibility to protect its public rights-of-way, infrastructure, residents, and fiscal interests while supporting private investment in next-generation broadband infrastructure. Accordingly, staff recommends approval of the Master Right-of-Way Use License Agreement with Lumos Fiber of Illinois, LLC.

Recommended Action:

Staff recommends the Planning, Building, and Development Committee recommend that the Village Board authorize the Village Manager to execute the attached Master License Agreement with Lumos Fiber of Illinois, LLC of High Point, NC.

ATTACHMENTS:

- Lumos MLA - FINAL.pdf
- R-26-XXX- A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN A MLA WITH LUMOS FIBER.pdf
- Lumos Proposed MAP.png
- LUMOS Communication Plan.png

MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT
(FIBER OPTIC NETWORK USE)

THIS MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT (hereinafter referred to as this "Agreement"), made and entered into this ____ day of _____, 2026 pursuant to authority provided by the Illinois Constitution of 1970, Illinois State Statutes, and the Village Municipal Code, between the **Village of Schaumburg**, an Illinois municipal corporation and home rule unit of local government, with its principal office located at 101 Schaumburg Court, Schaumburg, Illinois 60193, (hereinafter referred to as the "Village") and **Lumos Fiber of Illinois, LLC**, an Illinois limited liability company with its principal office located at 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, (hereinafter referred to as the "LICENSEE"). The Village and the LICENSEE may be hereinafter referenced individually as "Party" or cumulatively as "Parties".

IT IS, THEREFORE, AGREED by and between the Village and the LICENSEE, in consideration of the public health, welfare and safety, and the promises and mutual covenants contained herein, as follows:

1. INTERPRETATIONS AND DEFINITIONS

a. Interpretation: When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and words in the singular number include the plural number. The words "shall" or "will" are always mandatory and not merely directory, and the word "may" is permissive.

b. Definitions: Except as provided herein, terms used within this Agreement shall have the same meaning as set forth within the Village's Right-of-Way Ordinance, as defined herein. Whenever used in this Agreement, the following terms shall have the following meanings:

i. **Effective Date**: The date of this Agreement as set forth on the beginning of the first page of this Agreement, which date shall be used for reference purposes and all other purposes.

ii. **Facilities**: The individual parts that together make the LICENSEE's System operational for the purposes set forth herein, including, without limitation, all cables, conduits, access manholes, pedestals, boxes, equipment, devices and other appurtenances in the Right-of-Way.

iii. **Final Plans and Specifications**: Those certain plans and specifications for the System approved by the Village pursuant to this Agreement.

iv. **Governmental Authorities**: The United States of America, the State of Illinois, the County of Cook and any political subdivision thereof, including, without limitation, the Village and any agency, department, commission, board, bureau or other instrumentality of any of them that has jurisdiction over the System or any property over, under, above or along which the System shall be installed.

v. **License**: The nonexclusive, revocable license granted to the LICENSEE in this Agreement, for the purposes of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the System pursuant to and in accordance with this Agreement.

vi. **License Fee**: The fees required to be paid pursuant to this Agreement in consideration for the License.

vii. **Municipal Code:** The Municipal Code of the Village of Schaumburg, Illinois.

viii. **Permits**: All approvals, consents, permits, certificates, licenses, easements and authorizations required to be obtained from all Governmental Authorities and Persons, in connection with the Systems, including those needed to obtain access to or use of any real property.

ix. **Person**: Any natural person, or association, firm, partnership, join venture, corporation, limited liability company or other legally recognized entity or organization, whether for profit, not-for-profit, excluding Governmental Authorities.

x. **Preliminary Plans and Specifications**: Those certain plans and specifications for the System submitted by the LICENSEE to the Village's Project Manager, or their designee, pursuant to this Agreement.

xi. **Project Manager:** The Director of Public Works and Engineering.

xii. **Right-of-Way**: A public street, highway, road, roadway, utility easement, or other public right-of-way now or hereafter held by the Village in a proprietary or governmental/regulatory capacity.

xiii. **Right-of-Way Ordinance**: The Construction of Facilities in the Right-of-Way Ordinance contained in the Municipal Code at Title 15, Chapter 158.

xiv. **System**: The network consisting primarily of fiber optic cables to be constructed and installed by the LICENSEE pursuant to and in accordance with this Agreement, including, without limitation, all Facilities to be used by the LICENSEE for the purpose of providing fiber broadband internet services, which may include where applicable, transmitting, receiving and distributing telecommunications and other information, including, without limitation, voice, data, signals, messages, and other forms of communications, provided that the LICENSEE shall not be a cable operator, as such term as defined under the Cable Communications Policy Act of 1984 and the 1992 Cable Television Consumer Protection and Competition Act, as amended or as may be amended in the future.

xv. **System Provider:** Any person providing a System and services within the Village pursuant to approval granted by the Village.

2. GRANT AND ACCEPTANCE OF LICENSE

a. **Grant of License**: The Village hereby grants to the LICENSEE a non-exclusive, revocable License for the Term of this Agreement to operate its System within the Village as detailed in the Permits and Final Plans and Specifications referenced in this Agreement for the sole purpose of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the LICENSEE's System. This License is limited to only the specific route and locations within the certain Right-of-Way within the Village, as detailed in the approved Final

Plans and Specifications. This Agreement does not convey any right, title or interest in the Right-of-Way or property of the Village but shall be deemed a license for the limited purposes stated in this Agreement. Neither this Agreement nor the License shall be construed to create an assignment coupled with an interest, any vested right, or any warranty of title. The Parties hereto expressly intend and acknowledge that the LICENSEE's fiber optic cables and telecommunication lines will be personal property of the LICENSEE and not fixtures.

The rights granted to the LICENSEE herein shall always be subordinate to the Village's right to ingress into and egress out of, to use, occupy, repair, maintain, or otherwise utilize the Right-of-Way.

b. **System Obligations:** LICENSEE's System shall be designed to provide and shall be capable of providing Internet and other System services to all persons, including but not limited to residential, commercial, industrial, and governmental customers, throughout the Village and LICENSEE shall make such services available to all such customers throughout the term of this Agreement; provided, however, that the LICENSEE shall not be required to construct its System within any area of the Village already served by another System Provider.

c. **Acceptance of License:** The LICENSEE hereby accepts the License and agrees to strictly comply with this Agreement.

d. **License, Permits and Approvals**: With the exception of those rights granted herein, this Agreement shall not take the place of any license, permit or approval that is or may in the future be required to be, secured by the LICENSEE from other Governmental Authorities or Persons in order to (i) install, use, maintain, test, inspect, operate, repair or remove the System; (ii) access, possess or otherwise use any real property, including any right-of-way of any other governmental entity; or (iii) engage in, maintain, operate or carry on a business within the Village.

e. **Nonexclusivity of Grant:** This Agreement does not grant any exclusive right, privilege, license or franchise to occupy or use the Right-of-Way or property of the Village for the provision of any services or any other purpose. Nothing contained in this Agreement shall prohibit the Village from granting other Governmental Authorities or Persons a license similar to the one granted herein to construct, install, maintain and operate a System in the Village.

f. **License Term**: The Term of the License shall be for a period of five (5) years, beginning on the Effective Date and ending five (5) years from the Effective Date, provided that LICENSEE is in compliance with the requirements of the Village's Code and the terms and conditions herein.

g. **License Renewal:** This Agreement shall automatically renew for two (2) successive five (5) Year terms (the "Renewal Terms") provided Licensee is in compliance with the terms and conditions of this Agreement at the time of renewal. This agreement may be terminated by either Party at the end of the Initial Term or then current Renewal Term by providing not less than ninety (90) days' advance written notice of termination to the other Party.

3. TAXES AND FEES

a. **Simplified Municipal Telecommunications Tax**: LICENSEE hereby represents that (1) the Illinois Commerce Commission granted the Licensee a Certificate of Exchange Service Authority to provide facilities based local telecommunications services, (2) the LICENSEE intends to offer telecommunications services within the Village as a Telecommunications Retailer as defined by the Telecommunications Infrastructure Maintenance Fee Act (TIFMA) (35 ILCS 635/10), and (3) upon providing telecommunications services shall be subject to Simplified Municipal Telecommunications Tax (SMTT) (35 ILCS 636/5) as imposed by the Village for the Facilities being installed pursuant to this Agreement. Should the LICENSEE provide telecommunications services within the Village, LICENSEE shall collect and pay the Village's Simplified Municipal Telecommunications Tax as required by the Municipal Code and State Law for the use of the Facilities installed pursuant to this Agreement. LICENSEE agrees to timely pay the SMTT during the term if this Agreement. Prior to the time the LICENSEE commences offering telecommunications services within the Village, it shall notify the Village in writing.

For so long as (a) the Village imposes a simplified municipal telecommunications tax (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) LICENSEE provides telecommunications services within the Village and collects and remits said SMTT, no recurring Aannual Fee shall be due to the Village. On no less than a quarterly basis, LICENSEE shall submit in writing confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the Village's Finance Department via USPS or electronic mail, and it shall include the LICENSEE's name, the contact information for the person or department responsible on behalf of LICENSEEE for answering any questions related to the remittance, period of remittance and amount remitted.

Nothing set forth in this agreement shall limit the authority of the Village to enact any tax or fee authorized by the laws of the State of Illinois or the home rule authority of the Village granted by the Illinois Constitution.

b. **Fees:** LICENSEE shall pay to the Village an initial fee of Ten Thousand Dollars ($10,000) ("Initial Fee") within thirty (30) days of the execution of this Agreement. Thereafter, the annual fee shall be increased each year by four percent (4%) over the previous year's fee.

Thereafter, (1) if the SMTT is no longer imposed by the Village, (2) the LICENSEE is not required by law to pay the SMTT, or (3) does not provide Telecommunications services, LICENSEE shall pay an annual fee ("Annual Fee") to the Village in an amount equal to Ten Thousand Dollars ($10,000) plus four percent per year from the date of this Agreement. The annual fee shall be paid to the Village no later than April 30 of each year. Payments made after April 30th shall include a late-penalty fee of ten percent (10%) or the highest rate permitted by law.

c. **Permit Fees:** In addition to the Initial Fee, and as applicable the SMTT or the Annual Fee, the LICENSEE shall pay any applicable permit fees for each permit applied for and/or issued in accordance with the Municipal Code.

d. **Third Party Review Fees:** The LICENSEE shall reimburse to the Village the reasonable cost of any third-party engineering or other review of its permit applications, for compliance with all applicable codes, rules and regulations of the Village and other Governmental Authorities, as applicable. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.

e. **Construction Oversight:** The LICENSEE shall reimburse to the Village the reasonable cost of any construction oversight and monitoring of LICENSEE's work within the Village. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.

f. **Installation of Service to the Village**: Within thirty (30) days of LICENSEE providing its Plans and Specifications to the Village, the Village may request an estimate from LICENSEE regarding the cost of installing additional conduit and handholes within LICENSEE'S planned installation path(s). The Village shall reimburse LICENSEE for the costs of installing the additional requested conduit and hand holes within thirty (30) days of receiving an invoice from LICENSEE. All conduit and handholes installed for the Village shall become the property of the Village.

g. **Other Fees, Costs and Compensation:** The Village shall issue the LICENSEE invoices for the amount of any other fees, costs and compensation due to the Village from the LICENSEE pursuant to this Agreement or pursuant to any applicable Village codes, rules and regulations.

h. **Default Fees and Costs:** The LICENSEE agrees to pay the Village's reasonable attorney's fees and costs of collection, including litigation costs, should the LICENSEE default on this Agreement.

i. **General Fee Provisions**:

i. In the event that the LICENSEE fails to pay the SMTT or any fees in lieu of the SMTT during the term if this Agreement, the Village may in the Village's sole discretion, (1) terminate this Agreement; or (2) may require the LICENSEE to reimburse the Village for all additional costs and expenses incurred by the Village in connection with any issuance, modification, amendment, renewal or transfer of this Agreement or of the License granted pursuant to this Agreement and to pay compensation charged and paid for the use of the Right-of-Way, separate from, and additional to, all federal, State, local and Village taxes as may be levied, imposed or due from any Person or its customers or subscribers, or on account of any business, activity or services, whether or not relating to use of Right-of-Way.

ii. Each invoice provided to LICENSEE by Village shall be paid by the LICENSEE within thirty (30) days from the date of issuance of said invoice.

iii. Any payment due from a LICENSEE that is more than thirty (30) days past due shall be deemed delinquent and shall accrue interest at the rate of 18% or the highest rate permitted under the law, whichever is less, compounded annually.

iv. The acceptance by the Village of any payment shall not be construed as an accord by the Village that the amount of such payment is the correct amount due from the LICENSEE pursuant to this Agreement, nor shall such acceptance of any payment be construed to be a release or waiver of any claim the Village may have for further or additional sums due and payable pursuant to this Agreement.

v. All payments due to the Village from the LICENSEE pursuant to this Agreement shall be paid without counterclaim, setoff, deduction or defense. In the event the LICENSEE does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the Village shall have the right to, without any liability to the LICENSEE, its customers or any third Persons, pursue all remedies available to it at law or in equity, including without limitation, revocation of the LICENSEE's License.

vi. Payment by the LICENSEE to the Village of the fees and charges set forth in this Agreement are compensation for Village services and shall not be considered in the nature of a tax. Such payments shall be separate from, and additional to, all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of the LICENSEE.

vii. The Village will give LICENSEE reasonable advance notice and documentation for any costs, fees, or other compensation due to the Village pursuant to this Agreement.

4. INTERCITY CIRCUITS AND REPORTING REQUIREMENTS

a. If the LICENSEE constructs circuits from within the Village limits of the Village extending to points beyond such Village limits and providing point-to-point nonswitched interexchange services with no intermediate services within the Village ("Intercity Circuits"), the LICENSEE agrees to bill its customers separately for the services provided through Intercity Circuits.

b. The LICENSEE shall furnish to the Village such information as may be reasonably required by the Village to effect compliance by the LICENSEE and the LICENSEE's customers with any ordinances of the Village which shall be in effect from time to time regulating, taxing or otherwise concerning the LICENSEE's operation of a System pursuant to this Agreement.

c. The LICENSEE also specifically acknowledges its duty and obligation to comply with the ordinances of the Village, including any ordinances that require the payment or collection of another Village tax or the obtaining of any Village licenses. Breaching the provisions of this Section shall be a default under this Agreement.

5. CONSTRUCTION OF SYSTEM

a. Plans and Specifications:

i. Submission of Preliminary Plans and Specifications: The LICENSEE shall, within forty-five (45) days after the Effective Date, or such later date as mutually agreed to by the Parties in writing, submit to the Project Manager, for review and comment, Preliminary Plans and Specifications, and such other documentation as required by the Project Manager. The Preliminary Plans and Specifications shall be provided in Shapefile, File Geodatabase, or other Village approved format and shall include, without limitation:

1. A map in sufficient detail indicating:

a. the proposed route for all fiber cable lines in each Right-of-Way where such cables are proposed to be placed underground;

b. all trees, structures, improvements and obstructions in such Right-of-Way and any utility facilities, structures or other improvements or obstructions that the LICENSEE proposes to temporarily or permanently remove or relocate; and

c. if the proposed route for fiber cable lines includes areas outside the Right-of-Way, the names of owners of all properties, public or private, under, over or across that the fiber lines are proposed to be constructed and/or installed.

2. The proposed phasing of the construction activities.

3. A complete list of all permits required to be obtained from Governmental Authorities.

4. A written traffic control plan delineating the proposed construction schedule and traffic impacts on the Right-of-Way. The plan shall be proposed in accordance with the Manual on Uniform Traffic Control Devices published by the United States Department of Transportation, Federal Highway Administration and the Illinois Department of Transportation (IDOT) Traffic Control Standards.

5. Such additional information as required by the Village.

ii. Review by the Village/Identification of Conflicts: The Project Manager shall review the Preliminary Plans and Specifications within twenty-five (25) days and shall submit any comments in writing to the LICENSEE. The failure of the Project Manager to provide comments within twenty-five (25) days shall not constitute approval of the Preliminary Plans and Specifications. Where conflicts with other utilities, overcrowding of particular rights-of-way, or other potential issues are identified, the LICENSEE shall be advised of same, and the LICENSEE shall propose alternative locations. The Parties shall consult or otherwise work cooperatively to identify the availability of alternatives. The Village shall have the right to refuse to approve or authorize any permit if it reasonably determines that space within a Right-of-Way is inadequate to accommodate the LICENSEE's Facilities.

iii. **Phasing**: Permit Applications shall be submitted in phases as required by the Project Manager or his designee, based upon the length of the proposed route(s) of the telecommunication system, the area of the proposed route(s), the number of existing utilities within any proposed Right-of-Way, the potential for interference with existing utilities, or the potential for interference with the use of the Right-of-Way where construction activities are proposed.

iv. **Submission of Final Plans and Specifications**: The LICENSEE shall submit to the Project Manager, or his or her designee, with the Permit Application for each Phase, Final Plans and Specifications in Shapefile, File Geodatabase, or other Village approved format. The Final Plans and Specifications shall consist of final, complete and revised versions of each of the Preliminary Plans and Specifications which shall include the location of all existing utilities in the Right-of-Way, the horizontal and vertical depth proposed for the underground burial of all fiber optic cable and facilities and such other information as required by the Right-of-Way Ordinance. If the Project Manager, or his or her designee, is satisfied that the Final Plans and Specifications are in order and reflect all the revisions that the Project Manager, or his or her designee, requested in connection with the review of the Preliminary Plans and Specifications, then the Project Manager, or his or her designee, shall approve the Final Plans and Specifications not later than twenty-five (25) days after receipt thereof. In the event the Final Plans and Specifications do not meet the requirements of the Project Manager, or his or her designee, he or she shall notify the LICENSEE, in writing, of the denial of the Final Plans and Specifications. The failure to approve the Final Plans and Specifications within twenty-five (25) days shall not constitute approval of such Final Plans and Specifications. No construction of any kind shall commence, and the Village shall not be required to issue any permits for any construction, unless and until the Project Manager, or his or her designee, approves the Final Plans and Specifications.

v. **No Waiver of Code Requirements**: Under no circumstances shall the Village be obligated or required to revise, amend, modify or waive any of the codes, ordinances, rules or regulations of the Village.

b. **<u>Coordination of Construction Activities</u>:**

i. The LICENSEE is required to and shall cooperate with the Village and other licensees**.**

ii. By February 1 of each year, the LICENSEE shall provide the Village with a schedule of its proposed construction activities in, around or that may affect the Right-of-Way and ways during the subsequent one (1) year period.

iii. The LICENSEE shall meet with the Village, other licensees and users of the Right-of-Way annually or as determined by the Village to schedule and coordinate construction in the Right-of-Way.

iv. All construction locations, activities and schedules shall be coordinated, as ordered by the Village's Project Manager, or his or her designee, to minimize public inconvenience, disruption or damages.

c. **Adjustments:** The LICENSEE shall adjust to depth, line, and/or grade at its sole expense all appurtenances related to its System in the street or Right-of-Way at the time the street or Right-of-Way rehabilitation, repair or reconstruction occurs.

d. **Permits:**

i. **Obligation to Obtain Village Permit:** As a condition precedent to its right of access and use of the Right-of-Way, the LICENSEE shall submit a site-specific permit application for the locations within each Phase for which a permit is requested. Each permit application shall include all siting, design, construction information and documents required by the Right of Way Ordinance in sufficient detail to demonstrate to the Village that the System will be constructed in accordance with all applicable codes and ordinances and shall meet the requirements of this Agreement, provided, however, whenever the LICENSEE elects to engage in construction or maintenance of a lateral connection from its System to a customer location which was not included within the Final Plans and Specifications, such permit application and plans and specifications shall demonstrate that such lateral is consistent with the overall concept of the Final Plans and Specifications, presents no threat to the public health and safety, and meets all other requirements of this Agreement. If the Project Manager is satisfied that the proposed construction conforms to the requirements of the Right-of- way Ordinance and this Agreement, the Project Manager shall issue a permit as soon as practicable.

ii. **Obligation to Obtain Other Permits:** The LICENSEE shall, before commencing construction of any kind in the Village, obtain all Permits as may be necessary or required for the use of property in connection with, and for the construction of the System. The LICENSEE shall submit copies of all Permits received by it, with the exception of those issued by the Village, to the Project Manager, or his or her designee, prior to the commencement of construction.

iii. **Village Geographic Information System (GIS) Files:** Upon request of the LICENSEE the Village shall provide access to the Village's GIS files with respect to Village Right-of-Way.

iv. **Title; Condition of Right-of-Way:** It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the accuracy of any GIS files or other documents provided by the Village to the LICENSEE; the condition of the title or boundaries of the Right-of-Way; the accuracy of any GIS files or other documents provided by the Village to the LICENSEE, the condition of the underground duct or conduit, if any; the location of any utilities or facilities in the Right-of-Way; any other improvements or soils located on the Right-of-Way; or the suitability of the Right-of-Way for LICENSEE's intended use. LICENSEE assumes all risks associated with the placement, operation and maintenance of the Facilities within the Right-of-Way and suitability of the Right-of-Way for its Facilities. LICENSEE accepts the Right-of-Way in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the Village shall not be held liable for any damages or

liabilities resulting from any actions that arise because of any adverse claims concerning the matters set forth herein.

v. **Membership in JULIE:** The LICENSEE shall, before commencing construction, become a member of Joint Utility Locating Information for Excavators ("JULIE") and shall at all times during the-term of this Agreement, comply with all regulations of JULIE. LICENSEE shall provide at LICENSEE's expense, an experienced and competent utility locator to locate and mark the location and depth of all Village owned utilities and other utilities with the use of ground penetrating radar or other similar technology.

vi. **Construction in Accordance with Permits**: The LICENSEE shall construct the System in strict accordance with all permits issued and all applicable codes, rules and regulations of all Governmental Authorities, and the failure to comply with the permit documents shall constitute a material breach of this Agreement. The LICENSEE shall, as diligently as possible but in no event later than thirty (30) days after delivery of a violation notice by the Village, correct such violation. Notwithstanding the foregoing, if the violation constitutes a potential threat to the public, the LICENSEE shall correct the violation immediately following notice of the violation or threat.

e. **Construction on and in Right-of-Way:**

i. **Use of Right-of-Way:** The use of the Right-of-Way and all work performed thereon shall comply with the Municipal Code, including but not limited to the Right-of-Way Ordinance, and the requirements of all Governmental Authorities.

ii. **Location of Facilities:** The LICENSEE shall construct its System only in locations authorized by Village Permit and as shown upon the Final Plans and Specifications.

Notwithstanding the foregoing, the Parties acknowledge that permit applications submitted to the Village by LICENSEE may identify locations that are outside of the Village's Right-of-Way and are outside the scope of this Agreement and the Village's authority to permit work in such locations ("Non-Right-of-Way Locations"). Non-Right-of-Way Locations may include, but are not limited to, public utility or other easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of LICENSEE's facilities in Non-Right-of-Way Locations, the Village specifically disclaims any and all warranties and representations related to LICENSEE's authority to enter or install facilities in such Non-Right-of-Way Locations. Further, any permit issued by the Village in connection with a permit application submitted by LICENSEE that identifies LICENSEE's installation of facilities in Non-Right-of-Way Locations shall not be considered or construed to be a Village grant of permission or authority to LICENSEE to access such Non-Right-of-Way Locations or otherwise grant LICENSEE authority to install its facilities in such Non-Right-of-Way Locations. It is LICENSEE's sole responsibility to identify and obtain permission from the owners of all Non-Right-of-Way Locations to enter such Non-Right-of-Way

Locations, and the Village shall have no duty or obligation to provide said Non-Right-of-Way Location owners any information or opinions concerning LICENSEE's ability to enter upon Non-Right-of-Way Locations. LICENSEE agrees to indemnify, defend and hold the Village harmless from any and all claims related to LICENSEE's anticipated or actual entrance to Non-Right-of-Way Locations, damage to Non-Right-of-Way Locations, installation of Facilities in Non-Right-of-Way Locations, or otherwise in connection with Non-Right-of-Way Locations.

iii. **Minimal Interference**: All work performed on, in, under, across or along the Right-of-Way shall be conducted so as to minimize any interference with all existing utilities and the rights and convenience of the general public, including traffic flow, the LICENSEE shall, at all times, employ reasonable care to avoid damage or interference with existing utilities, and while performing work: (a) employ reasonable care to protect the health and safety of the public, and (b) operate in accordance with the traffic control plan as approved by the Project Manager, or his or her designee.

iv. **Damage to Existing Utilities:** LICENSEE shall be fully responsible for all damage to existing utilities or other facilities caused by the LICENSEE's installation, maintenance or repair of its Facilities.

v. **Barricades**: The LICENSEE shall use suitable barricades, flags, lights, flares or other protective devices at such times and places as are required by its traffic control plan, all applicable ordinances, codes, rules and regulations and at such additional times and places as are required for the safety of all members of the general public, so as to prevent injury to any Person or damage to any vehicle by reason of any work being performed, as determined by the Village in its sole Judgment and discretion.

vi. **Prior Notification**: At least forty-five (45) days prior to any construction work to be conducted and again at least thirty (30) days prior to any proposed work, the LICENSEE shall notify all property owners of all property abutting the location of the LICENSEE's proposed work. The LICENSEE shall notify the Village's Project Manager, or his or her designee, and the owners of all private property abutting the proposed work at least seventy-two (72) hours prior to any work. Nothing herein shall be construed as preventing the LICENSEE from making immediate repairs to any damage caused to any Facilities, provided that the LICENSEE shall notify the Village's Project Manager, or his or her designee, as promptly as possible before such repair work or if an emergency, as soon thereafter as possible, and in any event, shall notify JULIE before such repair work.

f. **Installation of Facilities**: LICENSEE shall use and occupy the Right-of-Way to install, operate and maintain its Facilities, which shall be limited to underground conduit and fiber optic cable. LICENSEE warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for the installation of the Facilities, LICENSEE agrees to work with the Project Manager or his designee to determine the method of installation to be used.

No trenching or excavation on any Right-of-Way or private property shall be conducted more than twenty-four (24) hours prior to the installation therein of any Facilities.

g. **Trimming Trees Prohibited**: The LICENSEE shall be prohibited from cutting or trimming any tree or tree roots greater than ½ inch in diameter, shrub or other vegetation, in or on any Right-of-Way prior to receiving the written approval of the Village's Project Manager, or his or her designee, which approval may be indicated on a duly issued permit The LICENSEE may cut or trim trees on private property as necessary, provided, however, the LICENSEE shall first obtain the permission of the affected property owner. All such trimming shall be in accordance with standard local arboricultural practices, and no trimming shall occur until the wires, cables or other Facilities have first been attached to the poles to ensure trimming to the minimum extent necessary. All trimming debris shall be removed from the work area on a daily basis.

h. **General Construction Standard**: All work performed on the System shall be performed in a good and workmanlike manner using materials of good and durable quality. If at any time it is determined by the Village or any other Governmental Authority, in its sole discretion and judgment, that any part of the System, including, without limitation, any means used to distribute signals over or within the System, is harmful to the health or safety of any Person, then the LICENSEE shall, at its sole cost and expense, promptly correct all such conditions to the reasonable satisfaction. of such Governmental Authority.

i. **Environmental**: LICENSEE shall not release any material in violation of any Federal or State environmental law on the Right-of-Way. LICENSEE, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of any material in violation of a Federal or State law occurring on the Right-of-Way, to the extent such a release was caused by LICENSEE. In the event of a release of any material in violation of a Federal or State law on the Right-of-Way by LICENSEE, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 10b. shall apply.

j. **"As-Built" Plans**: The LICENSEE shall furnish to the Village all "as-built" plans for the System as originally constructed and for all reconstruction, repair, relocation and other work performed thereon within thirty (30) days after completion of such work. The "as-built" plans shall be furnished in Shapefile, File Geodatabase, or other Village approved format that shall allow inclusion in the Village's GIS system. Notwithstanding the foregoing, the LICENSEE shall not be required to provide "as-built" plans for routine maintenance work performed, so long as no Facilities are added, removed or relocated.

k. **Right of Inspection**: The Village shall have the right to inspect all construction to ensure compliance with this Agreement and all applicable codes, laws, ordinances, rules, regulations and Permits. The LICENSEE shall have the right to accompany the Village during any such inspections provided the Village shall not be required to delay its inspection to satisfy the LICENSEE's schedule.

6. RESERVATIONS OF PUBLIC STREET RIGHTS AND CONSTRUCTION RESTRICTIONS

a. **Interest in Right-of-Way**: All rights granted herein to the LICENSEE in the Right-of-Way are granted based on the information and belief of the Village that it has title or an interest in such Right-of-Way and the right and power to grant the rights and interests granted to the LICENSEE in this Agreement. This Agreement shall be deemed to grant only such rights to use Right-of-Way as the Village may have the right and power to grant in this Agreement. The LICENSEE has the right to conduct or obtain a title search of the Right-of-Way to ascertain the status of the Village's rights and interests in the same, which shall be at the LICENSEE's sole cost and expense.

b. **Nonexclusive Use**: The LICENSEE's right to use and occupy the Right-of-Way shall not be exclusive. The Village hereby reserves the right to grant any right or use of such Right-of-Way to any Person or at any time during the period of the License and any renewal or extension thereof, provided and subject to this Agreement, that such grant does not prevent the use and operation of the System or any Facilities.

c. **Other Utilities**: The Village hereby retains the right to lay and permit to be laid, sewer, gas, water, electric, and other pipelines, cables and conduits in any Right-of-Way, to change any curb or sidewalk or the grade or dimension of any street, and to perform and to permit to be performed any other work as the Village shall deem necessary or proper in its sole judgment and discretion. If any of the Facilities will interfere with the construction or repair of any Right-of-Way or public utility or other improvement therein, the LICENSEE shall, at its sole cost and expense, commence and diligently prosecute to completion, the relocation, removal or replacement of such Facilities, within sixty (60) days after the delivery of such written notice by the Village. Such work shall be performed as reasonably directed by the Village. In the event the Facilities must be so relocated, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative Rights-of Way for the relocated Facilities. In the event relocation of the Facilities or any part thereof is necessary in order to accommodate improvements or construction performed by or on behalf of any non-governmental third party, such third party shall pay for the cost of relocation of the Facilities.

d. **Creation or Dedication of Public Street**: The LICENSEE shall discontinue any use of the Public Street, if the Village reasonably determines that such use is inconsistent with the Public health or safety or with the purposes for which such Public Street was created or dedicated or is currently being used. The LICENSEE acknowledges and accepts at its own risk that the Village may make use in the future of the Right-of-way in which the LICENSEE's System is located in a manner inconsistent with the LICENSEE's use of such Right-of-way for its placement of its Telecommunication System. In the event the Facilities must be relocated, the LICENSEE shall identify alternative Right-of-way for the relocated Facilities.

e. **Improvements or Changes on Right-of-Way**: If the Village shall desire to make any improvements or changes on, or to all, or any part of any utilities or Right-of-way, over, under or along which any part of the System has been installed, then the LICENSEE shall, at its sole expense after sixty (60) days written notice from the Village, proceed to alter, change, vacate

or remove as directed by the Village any part of the System necessary to accommodate the Village's planned improvements or changes. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE Facilities and provide the LICENSEE with additional time up to one hundred twenty (120) days total to remove said Facility, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas or Right-of-way.

f. **Vacation or Abandonment of a Public Street**: In the event any Right-of-way or portion thereof used by the LICENSEE shall be vacated by the Village, then, upon request and notice from the Village, the LICENSEE shall, at its sole cost and expense, remove its Facilities therefrom within one hundred twenty (120) days of the date of such notice. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE's Facilities, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas of Right-of-way.

g. **Temporary Removal or Relocation of the System**: In the event it is necessary to temporarily remove or relocate any Facilities in order to move any object, vehicle, building or other structure, or to accomplish any other Village activity or public purpose, the LICENSEE shall, upon sixty (60) days written notice from the Village and at its sole cost and expense, temporarily remove or relocate such Facilities.

7. RESTORATION

a. **The LICENSEE's Obligation**: Upon completion of any construction work, the LICENSEE shall, at its sole cost and expense, and in the manner approved by the Village or the affected property owner, in their sole judgment and discretion, as the case may be, promptly repair the Right-of-Way, private property, utility or improvement and restore the same to, as nearly as practicable, the condition existing prior to the performance of the work. Each site of completed construction shall be immediately placed in a safe temporary condition and restoration of the same shall be completed within seven (7) calendar days after the date of commencement of such restoration work, provided, however, the time for completing restoration work shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of restoration within the time period provided herein. In the event that the LICENSEE fails to commence or complete the restoration work in the manner and within the time periods prescribed herein, the Village may, but shall have no obligation to, perform such work and recover from the Security Fund established pursuant to this Agreement any costs and expenses the Village may incur. In the event that such Public Street, private property, utility, or improvement cannot be so repaired or restored, the LICENSEE shall pay just compensation to the Village or the affected owner of the same, as the case may be.

All trenching or excavations in lawns or grassy parkways within any Public Street or Right-of-Way or upon private property shall be immediately properly backfilled and tamped. All such restoration shall be performed in accordance with the Village's ordinances and the Illinois Department of Transportation's seed and sod specifications. If such trenching is performed

between May 1st and November 30th, they shall be restored with sod within seven (7) days of completion of such trenching, and if performed between November 30th and May 1st, the trenching shall be restored, stabilized with a straw blanket and sod installed no later than May 15th, all in accordance with the applicable provisions of this Agreement, provided, however, the time for restoring with sod shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of such restoration within the time periods provided herein.

Any asphalt pavement or PCC pavement shall be replaced with like-kind and quality materials. The backfill settlement repair period for any trenching or excavation shall be three (3) years from the date of placing said backfill, during which time the affected areas shall be maintained by the LICENSEE at its sole expense in a condition satisfactory to the Village. Under hard surface areas, trench backfill shall be compacted and certified by the Village to comply with the Village's construction standards. All restoration work shall be completed in accordance with the Village construction standards.

b. **Continuing Responsibility**: Where any such destruction, damage or disturbance is not immediately discovered, or where any such restoration effort fails or is otherwise inadequate or insufficient, the LICENSEE's obligation for restoration shall survive the termination of this Agreement for a period of five (5) years from the date of discovery.

c. **Failure, Neglect or Refusal to Repair**: In the event of any failure, neglect or refusal by the LICENSEE, after ten (10) days written notice from the Village, to repair or provide just compensation for such destruction, damage or disturbance within the time period as provided in this Agreement, the Village may, but shall be under no obligation to, perform such work, or cause it to be performed, and the actual cost thereof as found and declared by the Village, shall be paid by the LICENSEE within thirty (30) days after demand therefor. If the LICENSEE fails to reimburse the Village, the Village may collect the amount due from the Security Fund established pursuant to this Agreement or if the Security Fund is insufficient to satisfy the amount due, the Village may pursue its remedies by court action or otherwise.

d. **Use of Village Personnel to Correct**: In addition to any other repair or restoration costs, in the event the Village uses its own personnel to perform any restoration and/or repair work, the Village shall be reimbursed for the labor costs of each employee at the then prevailing hourly wage rate for laborers as determined by the Illinois Department of Labor and any other costs required to complete such repair or restoration.

8. RECORDS

a. **Books and Records**: The LICENSEE shall maintain, at all times during the Term of this Agreement: (1) complete, accurate and properly totaled books and records showing the business conducted by the LICENSEE in the Village, including but not limited to all telecommunications tax returns and forms, and (2) complete, accurate and up to date maps of the System. The Village may require the LICENSEE to keep additional records and maps which it determines are reasonably necessary.

b. **Inspections and Audits:** All of such books and records and originals of all maps and other documents pertaining to this Agreement shall be maintained in and made available for inspection by the Village, its agents or employees, at the LICENSEE's office, at reasonable times and intervals. The Village shall have the right to make or obtain copies, at its expense, of all documents, maps or records (except customer lists) pertaining to this Agreement and any copies specifically identified by the LICENSEE as Trade Secrets, as that term is defined in 765 ILCS 1065(d), shall be treated as confidential as provided in Subsection E. The LICENSEE shall fully cooperate in assisting in this regard.

c. **Inquiries:** The Village may, at any time, make inquiries pertaining to the License and the operation of the System. The LICENSEE shall respond to such inquiries within five (5) business days of the inquiry.

d. **Duty to Provide Information**:

i. Within ten (10) business days of a written request from the Village's Project Manager, or his or her designee, the LICENSEE shall furnish the Village with information sufficient to demonstrate:

1. That the LICENSEE has complied with all requirements of the Municipal Code.

2. That all Municipal taxes and fees due the Village in connection with the services and Facilities provided by the LICENSEE have been properly collected and paid by the LICENSEE.

3. All books, records, maps and other documents maintained by the LICENSEE with respect to its facilities within the Right-of-Way and ways shall be made available for inspection by the Village at reasonable times and intervals.

e. **Confidentiality**: If either Party provides confidential information to the other in writing and identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and propriety information, except that neither Party shall be required to hold confidential any information (1) which becomes publicly available other than through the recipient, (2) which is required to be disclosed by a governmental or judicial order (notice of which shall be provided to the original disclosing Party prior to such required disclosure), (3) which is required to be disclosed by statute, (4) which is independently developed by the receiving Party, or (5) which becomes available to the receiving Party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement for a period of three (3) years. In addition, upon termination of this Agreement, the receiving Party of any written confidential information shall promptly return to the disclosing Party all copies of such confidential information. The LICENSEE shall indemnify, hold harmless and defend the Village from any claims, fees, fines, attorney's fees and costs levied against or incurred by the Village pursuant to the Illinois Freedom of Information Act based upon determination that the LICENSEE claimed confidential document(s) were wrongfully withheld from disclosure.

9. PERFORMANCE AND CONSTRUCTION SURETY

a. On or before the Effective Date, and as necessary thereafter, the LICENSEE shall establish, provide and deposit with the Village a construction and performance bond written by a corporate surety acceptable to the Village in an amount as determined in accordance with the Right-of-Way Ordinance (also referred to herein as "Security Fund"). The LICENSEE and Village agree that the reasonably estimated cost to restore the Right-of-Way for LICENSEE's construction is Two Hundred and Fifty Thousand Dollars ($250,000.00).

b. At a minimum, the construction and performance bond shall (1) provide that it shall not be canceled without the prior written consent of the Village, and (2) not require the consent of the LICENSEE prior to the collection by the Village of any amounts covered by said construction and performance bond.

c. The construction and performance bond shall guarantee, to the satisfaction of the Village:

i. The faithful performance of all requirements of the Right-of-Way Ordinance and the requirements of this Agreement;

ii. Construction in compliance with applicable plans, permits, technical codes and standards;

iii. Proper location of the facilities as specified by the Village;

iv. Restoration of the Right-of-way and other property affected by the construction;

v. The submission of "as-built" drawings after completion of the work as required;

vi. Any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to the Municipal Code or this Agreement; and

vii. The timely payment of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by LICENSEE in violation of this Agreement including, without limitation, any damage to public property or restoration work the LICENSEE is required to perform or that the Village must perform itself or have completed as a consequence solely of the LICENSEE's failure to perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement or any other applicable law;

viii. any costs, expenses, fees or other payments due under this Agreement; and

ix. any expenses incurred by the Village pursuant to this Agreement.

d. The construction and performance bond shall remain in force until sixty (60) days after substantial completion of the work, as determined by the Project Manager, or his or her designee, including restoration of Right-of-way and other property affected by the construction, provided that on such date there are no claims of any type outstanding at such time asserted against the LICENSEE or the Village, arising out of any acts or omissions of the LICENSEE relating to the License.

e. The construction and performance bond shall be maintained at the LICENSEE's sole cost and expense.

f. **Purpose**: The Security Fund shall serve as security for (1) the faithful performance by the LICENSEE of all provisions of this Agreement, (2) any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with all codes, ordinance, rules, regulation, orders, permits, the Final Plans and Specifications and other directives of the Village issued pursuant to this Agreement, (3) the payment by the LICENSEE of all liens and taxes and all damages, claims, costs or expenses that the Village has paid or incurred by reason of any act or default of the LICENSEE including, without limitation, any restoration work that the Village must perform itself or have completed as a consequence of the LICENSEE's failure to so perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement, (4) any costs, expenses, fees or other payments due under this Agreement and (5) any expenses incurred by the Village pursuant to this Agreement.

g. **Replenishment**: Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the LICENSEE shall restore the construction and performance bond to the amount specified in this Agreement.

h. **Withdrawals**: If the LICENSEE (1) fails to make any payment required to be made by the LICENSEE hereunder after notice is given pursuant to this Agreement, or (2) repeatedly fails to make timely payment hereunder, or (3) fails to pay any taxes or liens relating to the System that are due and unpaid, or (4) fails to pay to the Village any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any act or default of the LICENSEE, or (4) fails to comply with any provision of this Agreement that the Village determines can be remedied by an expenditure of an amount in the Security Fund, then, after three (3) days advance written notice from the Village of its intention to exercise its rights under this subsection if not paid by the LICENSEE and the failure of the LICENSEE to pay the monies due, the Village may withdraw the amount thereof from the construction and performance bond.

i. **Closing and Return of Security Fund:** Upon any termination of this Agreement, the LICENSEE shall be entitled to the return of the construction and performance bond, or portion thereof as remains on deposit at such termination, and after account is taken for all offsets necessary to compensate the Village for the failure by the LICENSEE to comply with any provision of this Agreement. In the event of any revocation of the License, the construction and performance bond, and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the LICENSEE.

j. **Rights Not Limited:** The rights reserved to the Village with respect to the Security Fund/construction and performance bond are in addition to all other rights of the Village, whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to said construction and performance bond shall affect any other right the Village may have or constitute a waiver thereof.

10. LIABILITY, INDEMNIFICATION AND INSURANCE

a. Liability:

i. **The LICENSEE**: The LICENSEE shall be responsible for any damage or loss to any real or personal property of the Village or of any Person, and for any injury to or death of any individual person, or any officer, employee or agent of the Village, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, installation, use, operation, maintenance, repair and/or removal of the System or its failure to act in connection therewith.

ii. **The Village**: Except as may result from their negligence or misconduct, the Village, its officers, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any individual person, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, operation, maintenance, repair or removal, or other action or event with respect to, the System.

iii. **Emergency and Other Action**: The Village may at any time in case of fire, disaster or other emergency as reasonably determined by the Village, cut or move any Facilities, in which event the Village shall not be liable therefore to the LICENSEE. When practical, as determined by the Village, the LICENSEE shall be notified prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work itself. In the event it is not practical to notify the LICENSEE prior to any such cutting or movement, the Village shall notify the LICENSEE within a reasonable time after the Village has actual knowledge of such cutting or movement.

iv. Unless directly caused by the gross negligence, malicious or intentional acts, or willful misconduct of the Village, its agents, employees or contractors, the Village shall not be liable to the LICENSEE for any damage to or loss of all or any part of the System, or otherwise, as a result of or in connection with the protections, breaking through, movement, removal, alteration or relocation of any part of the by or on behalf of the LICENSEE or the Village in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any Right-of-Way, or the elimination, discontinuation and closing of any Right-of-Way, as provided herein. When practical, as determined by the Village, the LICENSEE shall be consulted prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work on the System itself.

v. The Village, its officers, employees and agents shall not be liable to the LICENSEE or any affiliate of the LICENSEE for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Village pursuant to this Agreement, including, without limitation, the right of the Village to terminate the License, and to take any action subsequent thereto.

b. <u>Indemnification</u>:

i. **Hold Harmless**: The LICENSEE releases and shall, and does hereby agree to save, defend, indemnify and hold the Village, its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, the LICENSEE's use of the License, Village property, Village Right-of-way, or related to any of the LICENSEE's activities related to this Agreement or License, including but not limited to challenges to the LICENSEE's License, and including but not limited to the LICENSEE's negligence, including its failure to act, or misconduct of its affiliates, officers, agents, employees, contractors, or subcontractors in the construction, operation, maintenance, repair, or removal of the System or the distribution of any Service over the System whether such acts or omissions are authorized, allowed or prohibited by this Agreement.

The LICENSEE shall, and does hereby agree to, pay any and all damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the LICENSEE or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its Facilities, and in providing or offering Service over the Facilities, Systems or System, whether such acts or omissions are authorized, allowed or prohibited by the Municipal Code or by this Agreement or any other agreement.

ii. **Defense Expense**: The LICENSEE shall and does hereby agree to, pay all reasonable and documented expenses incurred by the Village in defending itself with regard to any and all Claims mentioned in this Agreement. These expenses shall include all reasonable and documented out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the Village with respect to the Village's defense of such Claims. The LICENSEE shall have the right to approve counsel selected by the Village for defense of any Claims. In addition, the Village shall provide prompt notice to the LICENSEE of any Claims made against the Village and the LICENSEE shall have the right to approve the compromise or settlement of any Claims made against the Village for which the LICENSEE is responsible for the defense or payment thereof.

iii. **Release and Waiver of Claims**: The LICENSEE shall have no recourse against the Village for any loss, expense or damage resulting from the terms and conditions of this Agreement nor because of the Village's enforcement thereof. The LICENSEE shall be deemed to expressly agree that it accepts the License relying solely upon its own investigation and understanding of the power and authority of the Village to grant said License and that, in partial consideration of the grant of said License, the LICENSEE waives and releases the Village from all Claims of damages of any kind whatsoever,

either known or unknown, which it may have in connection with any matter specified in this Agreement.

iv. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the Village and its agents, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.

v. The obligations provided for in this Section shall survive the expiration or termination of this Agreement.

vi. The LICENSEE shall give the Village prompt written notice of any claim or cause of action falling within the terms of this Section that is filed against the LICENSEE and shall fully cooperate with the Village in the investigation and defense of the claim or cause of action.

c. **LICENSEE Insurance:** The LICENSEE, as a condition of this License, shall secure and maintain the following liability insurance policies insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds as their interest may appear under this Agreement:

i. **General Liability**: The LICENSEE shall maintain, throughout the Term of this Agreement, adequate proof of commercial comprehensive general liability insurance insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE. General liability coverage can be provided in the form of an endorsement to the LICENSEE's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used) with coverage limits at least:

1. Five million dollars ($5,000,000.00) per occurrence for products and completed operations, property damage, bodily injury and personal & advertising injury (including death); and

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Coverage shall include premise operations, explosion collapse and underground hazards, contractual liability and products/completed operations.

3. For any claims related to this contract, the LICENSEE's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the LICENSEE's insurance and shall not contribute to it.

ii. **Automobile:** The LICENSEE shall maintain in its own name automobile liability insurance with coverage limits of not less than one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage with respect to owned, non-owned and hired vehicles for the operations of which the LICENSEE is responsible. Such policy of automobile liability insurance shall name the Village as an additional insured.

iii. **Workers' Compensation and Employer's Liability:** The LICENSEE shall also maintain Workers' Compensation Insurance within the statutory limits and Employer's Liability Insurance with coverage limits of not less than one million dollars ($1,000,000).

iv. **Waiver of Subrogation:** LICENSEE hereby grants to Village a waiver of any right to subrogation which any insurer of said LICENESEE may acquire against the Village by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

v. **Evidence of Insurance Policies:** On or prior to the Effective Date, the LICENSEE shall furnish proof to the Village's Project Manager and Finance Director that the foregoing insurance policies have been obtained, along with written evidence of payment of required premiums, in the form of a certificate of insurance approved by the Village.

vi. **Maintenance of Insurance Policies:** The liability insurance policies required by this section shall be maintained by the LICENSEE throughout the Term of this Agreement and such other period of time during which the LICENSEE operates or is engaged in the removal of the System as subject to Village inspection and approval. Each such insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail, or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew." Within thirty (30) days after receipt by the Village of said notice, and in no event later than thirty (30) days prior to said cancellation, the LICENSEE shall obtain and furnish to the Village replacement insurance policies meeting the requirements of this Section in a form acceptable to the Village's Attorney. The termination or expiration of insurance without replacement insurance as provided herein, shall automatically terminate the License.

vii. **Alterations of Minimum Limitations:** The Village may, following the Effective Date, increase the minimum limitation(s) of the insurance policy or policies required in this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Chicago Metropolitan Statistical Area as of the Effective Date.

xiii. **No Limit of Liability:** The legal liability of the LICENSEE to the Village and any Person for any of the matters that are the subject of the insurance policies required by this

Section, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.

11. ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS

a. **Municipal Approval Required**: Neither the License nor any rights or obligations of the LICENSEE pursuant to this Agreement nor any of the LICENSEE's interest in the System shall be assigned or transferred, in whole or in part, to any Person, nor shall title thereto, either legal or equitable, or any right or interest therein, or any property or assets relating to the license or the System, pass to or vest in any Person, nor shall any substantial change in control of the LICENSEE occur, either by act of the LICENSEE, by operation of law or otherwise, without the prior written consent of the Village, which consent shall not be unreasonably withheld or conditioned, nor unduly delayed, and then only on such reasonable conditions as may there be prescribed. Nothing herein shall prevent the LICENSEE from assigning its rights and obligations to a parent, affiliate or subsidiary of the LICENSEE upon notice to the Village, provided such parent, affiliate or subsidiary shall execute such documents and provide such necessary financial assurances as will reasonably assure performance of all of the LICENSEE's duties and responsibilities under this Agreement. Any such action completed without such prior consent of the Village shall be a violation of this Agreement and shall, at the option of the Village, which option may be exercised in the Village's sole judgment and discretion and without further notice or procedure, render the License void and entitle the Village to pursue all remedies available to it. The grant or waiver of any one or more of said consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any said consent constitute a waiver of any other rights of the Village.

b. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the LICENSEE, of the ownership or working control of the License, of the ownership or working control of affiliated entities having ownership or working control of the LICENSEE or of a licensed system, or of control of the capacity or bandwidth of the LICENSEE's Telecommunication System, Systems, Facilities or substantial parts thereof, shall be considered an assignment or transfer requiring Village approval pursuant to this Section.

c. Transactions between affiliated entities are not exempt from Village approval pursuant to this Section.

d. **Notice to the Village**: The LICENSEE shall promptly notify the Village of any proposed action requiring the consent of the Village pursuant to this Section, by submitting to the Village at least sixty (60) days prior to the proposed action a petition requesting the approval of the Village. The petition shall fully describe the proposed action and shall be accompanied by justification for the action and such additional supporting information as the Village may require in order to review and evaluate said action.

12. FORECLOSURE, CONDEMNATION AND RECEIVERSHIP

a. **Foreclosure:** Upon the actual scheduled occurrence of any foreclosure or other judicial sale of all or any material part of the System or the involuntary termination of any lease or mortgage

covering all or any material part of the System, the LICENSEE shall immediately notify the Village of said occurrence. Said notification shall be treated as a notification of a proposed change in control of the LICENSEE, and the provisions of the "ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS" Section of this Agreement shall apply to any proposed transfer or assignment of this Agreement or the LICENSEE's rights hereunder, but shall not apply to the foreclosure or judicial sale of all or any part of the System itself.

b. **Condemnation:** In the event that the System or any material part thereof is taken, appropriated, or condemned pursuant to law and the effect of such taking is to materially frustrate or impede the ability of the LICENSEE to carry out its obligations pursuant to, and the purposes of, this Agreement, then the Village may revoke the License in accordance with the applicable provisions of this Agreement.

c. **Receivership; Notification by the LICENSEE**: The LICENSEE shall immediately notify the Village, in writing, if:

i. The LICENSEE files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors, or

ii. The LICENSEE files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended from time to time, or

iii. The LICENSEE is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of any receiver or trustee of all or any material part of its property, including all or any material part of the System, or

iv. The LICENSEE institutes dissolution or liquidation proceedings with respect to its business, or

v. an order is entered approving an involuntary petition to reorganize the business of the LICENSEE or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the license of all or a part of its property, including all or any material part of the System, or

vi. a writ or warrant of attachment, execution, distraint, levy, possession or any similar process shall be issued by any court against all or any material part of the property of the LICENSEE, including all or any material part of the System.

13. **SAFETY**

a. **Standard of Care:** The LICENSEE shall at all times utilize the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public or to employees of the LICENSEE.

b. Equipment, Installation and Maintenance:

i. All installations of the System shall be made so as not to impact the fire integrity of any building or structure.

ii. During the term of this Agreement, LICENSEE shall at all times, and at LICENSEE's sole cost and expense, maintain the Facilities in the Right-of-Way in in a safe and stable condition, in good order and repair, in compliance with all requirements of law, and in such manner that they will not interfere with any installations of the Village, wherever situated or located.

14. NO EXTRANEOUS INDUCEMENTS The LICENSEE acknowledges that it has not been induced to accept the License created herein by any promise, oral or written, by or on behalf of the Village or by any third Person regarding any term or condition in this Agreement not expressed herein. The LICENSEE shall further be deemed to warrant that no promise or inducement, oral or written, has been made to any Village employee or official regarding receipt of the License, other than as contained in this Agreement.

15. COMPLIANCE WITH LAW The LICENSEE shall, at all times, comply with the applicable laws, codes, rules and regulations of the Village and all Governmental Authorities, regardless of whether such laws, codes, rules or regulations are expressly referenced in this Agreement. The LICENSEE shall, at all times, comply with all applicable laws, ordinances, resolutions, codes, rules and regulations of the Village, and all applicable memoranda and other directives of the Village, as such laws, ordinances, resolutions, codes, rules, regulations, memoranda and directives may be modified or amended, provided that such modification or amendment does not impair, conflict with or diminish the rights granted the LICENSEE under this Agreement. The LICENSEE reserves all rights under current and future preemptive state and federal laws.

16. SUSPENSION OR REVOCATION OF PERMIT The Village may revoke or suspend any Village permit issued to the Licensee, or issue stop work orders, as provided in this Agreement and the Municipal Code.

17. TERMINATION

a. Basis for Termination: The Village may terminate this License Agreement and the License granted herein for any of the following reasons:

i. The LICENSEE fails to comply with the conditions of occupancy of the Right-of-Way set forth herein or in the Municipal Code or ordinances of the Village, or

ii. The LICENSEE violates other material terms of this Agreement, or

iii. The LICENSEE made fraudulent, false, misleading or misrepresenting, or materially incomplete statements in a permit application plans or specification, or

iv. The presence of the Facilities on, over, above, along, upon, under, across or within the Right-of-way presents a direct or imminent threat to the public health, safety or welfare, or

v. The LICENSEE fails to provide or pay any material portion of the taxes, compensation or fees owed the Village pursuant to this Agreement when due, or

vi. The LICENSEE fails to construct the Facilities substantially in accordance with the permits and/or Final Plans and Specifications, or

vii. The LICENSEE fails to furnish records when due or fails to cooperate with the reasonable requests by Village officials for information or for inspection, or

viii. THE LICENSEE becomes insolvent, or unable or unwilling to pay its unprotested debts, or is adjudged bankrupt or seeks relief under bankruptcy laws.

b. **Notice and Opportunity to be Heard**: Written notice shall be provided to the LICENSEE setting forth the nature, general facts, and cause for termination. Within thirty (30) days following the Village's mailing of such written notification the LICENSEE shall provide satisfactory documented evidence that (1) corrective action has been taken or, (2) that no cause exists for the termination, or (3) that the alleged violations were beyond the LICENSEE's control pursuant to the "FORCE MAJEURE" Section of this Agreement. The thirty (30) day correction period may be extended by agreement of the Parties. Upon review of all evidence and documentation presented, the Village Manager shall provide notice to the Licensee of the result of his review and any determination of cause for termination.

18. **RIGHTS AND REMEDIES** In the event of a breach or an alleged breach of this Agreement by either Party, either Party may, by suit, action, mandamus or other proceeding, in law or in equity, enforce or compel the performance of this Agreement.

19. **REMOVAL OF UNAUTHORIZED FACILITIES** Within sixty (60) days following written notice from the Village, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the Village, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:

a. Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;

b. If the facility was constructed or installed without the prior grant of a license or permit;

c. If the facility was constructed, installed or maintained in violation of this License Agreement or the Village ROW Standards; or

d. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of five thousand dollars ($5,000.00) per

month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

20. AMENDMENTS

a. This Agreement may be modified or amended from time to time, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and executed by the Parties by the same procedure as required by Illinois Statutes for its original execution and approval.

b. To the extent the Village issues permits in phases which authorize the installation of Facilities in additional Rights-of-Way within the Village, the Parties agree that this Agreement shall be extended to include those Rights-of-Way without further action by the Parties under the same terms and conditions described herein.

c. Notwithstanding subsection "a" and subsection "b" above, the LICENSEE may be permitted by the Village to use a Right-of-Way other than or in addition to the Right-of-Way identified in a Permit upon approval by the Village's Project Manager, or his or her designee, of an amended application pursuant to the Municipal Code.

d. Notwithstanding subsection "a" and subsection "b" above, if the LICENSEE is ordered by the Village to locate or relocate its facilities from a Right-of-Way, the Village shall grant an amendment to the License without a further permit application.

e. The Village's Project Manager, or his or her designee, may approve in writing appropriate field changes requested by the LICENSEE in the plans and specifications approved by the Village, without requiring an amendment to this Agreement. Decisions on requests by the LICENSEE for field changes shall be made not more than ten (10) business days after the LICENSEE provides all information and/or documentation requested by the Village's Project Manager, or his or her designee.

21. TIME ESSENCE OF AGREEMENT Whenever this Agreement sets forth anytime for any act to be performed by either Party, said time shall be deemed to be of the essence.

22. TIME FOR NOTICE In the event of an emergency involving life or property, as determined by the Village in its reasonable judgment and discretion, the Village may reduce or eliminate the notice requirements set forth in this Agreement, and any such reduction or elimination shall be deemed to be reasonable under the circumstances, provided, however, that the Village shall notify the LICENSEE as soon thereafter as possible in accordance with this Agreement.

23. FORCE MAJEURE: Whenever a period of time is provided for in this Agreement for either the Village or the LICENSEE to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, insurrection, rebellion, terrorism, strike, lockout, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, epidemic, pandemic, tornado or any act of

God, provided, however, that said time period shall be extended for only the actual amount of time said Party is so delayed. An act or omission shall not be deemed to be "beyond a Party's control" if committed, omitted or caused by a Party, its employees, officers or agents.

24. LICENSEE TERMINATION AND REMOVAL

a. The LICENSEE shall have the right to terminate this Agreement at any time during the term of this Agreement upon one hundred eighty (180) days prior written notice to the Village without any additional cost or obligation to the LICENSEE.

b. Upon the expiration or termination of this Agreement, the Village shall have the option to require the LICENSEE to remove its Facilities located in the Right-of-Way and restore such Right-of-Way herein authorized to be used and occupied to a condition reasonably satisfactory to the Village, or to allow the Facilities to remain in the Right-of-Way. In the event the Village elects to allow the Facilities to remain located in the Right-of-Way, the Village, after thirty (30) days prior written notice to the LICENSEE, shall be allowed to take control over said Facilities as property of the Village, without compensation to the LICENSEE.

25. SEVERABILITY SAVINGS CLAUSE If any part of this Agreement including any section, subsection, sentence, clause, phrase, or other portion of this Agreement or its application to any person is, for any reason, rendered or declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, said decision shall not affect the validity of the remaining parts or portions of this Agreement which shall remain in full force and effect.

26. NON-DISCRIMINATION The LICENSEE shall make its services available to any customer within its area who shall request such service, without discrimination as to the terms, conditions, rates or charges for the LICENSEE's services; provided, however, that nothing shall prohibit the LICENSEE from making any reasonable classifications among differently situated customers consistent with public utility, Federal Communications Commission (FCC), Illinois Commerce Commission (ICC) or other applicable regulatory standards.

27. VIDEO PROGRAMMING LICENSEE shall notify the Village if it intends on providing cable television content over the Facilities to subscribers within the Village. If required by law, LICENSEE will enter into a cable franchise or an open video system franchise agreement with the Village in the event LICENSEE does provide cable television content over its Facilities.

28. GENERAL

a. Non-Waiver Of Rights: No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. **<u>Governing Law, Venue and Waiver of Trial by Jury</u>**:

i. **Governing Law:** This Agreement and the rights of the Parties hereunder shall be subject to, construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois.

ii. **Venue:** Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County, Illinois or, when applicable, in the Federal District court for the Northern District of Illinois.

iii. **Waiver of Trial by Jury:** The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.

c. **<u>Notices</u>:** All notices and other communication or writings which any Party is required, permitted or may wish to serve in connection with or under this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when sent by certified mail, return receipt requested, overnight courier, or personal service to the Persons and addresses indicated below or to such addresses and Persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection. Mailing or courier of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given on the date of mailing.

TO THE VILLAGE:

Village Manager:
Village Manager
Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

WITH COPY TO:

Village Attorney:
Schaumburg Village Attorney
Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, IL 60559

TO THE LICENSEE:
Lumos Fiber of Illinois, LLC
4100 Mendenhall Oaks Parkway, Suite 300
High Point, NC 27265
Attn: Josh Many
Chief Network Officer
Josh.Many@lumosfiber.com

WITH COPY TO:

Lumos Fiber of Illinois, LLC
4100 Mendenhall Oaks Parkway, Suite 300

High Point, NC 27265
Attn: General Counsel
legal@lumosfiber.com

d. **Binding Effect**: Each of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, assigns and grantees. Nothing herein shall be deemed to permit a transfer of the License by the LICENSEE.

e. **Authority to Execute**: The LICENSEE hereby warrants and represents to the Village that (i) it has the right, power and authority to enter into this agreement and to accept to the License granted to it in this Agreement, (ii) the individuals executing this Agreement on behalf of the LICENSEE have the power and authority to bind the LICENSEE to this Agreement, and (iii) neither the execution of this Agreement nor the performance of the obligations contemplated hereby will (1) result in a breach or default under any agreement to which it is a party or (2) violate any restriction, court order or agreement to which it is subject.

f. **Joint Work Product:** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

g. **No Joint Venture or Partnership:** This Agreement shall not be construed to create a joint venture, partnership, employment or other agency relationship between the Parties.

h. **No Personal Liability:** No official, officer, agent or employee of the Village shall be charged personally or held contractually liable under any term or provision of this Agreement.

i. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.

j. **Section Headings:** The Section headings and references are for the convenience of the Parties and shall not be used to interpret or construe the terms and provisions of this Agreement.

29. **ENTIRE AGREEMENT** This Agreement sets forth all the covenants, conditions and promises and contains the entire agreement between the Parties. All negotiations between the Parties are merged in this Agreement, and there are no covenants, promises, agreements, conditions or understandings between the Parties, either verbal or written, other than those contained in this Agreement. In no event, shall prior drafts of this Agreement be used, considered or relied upon in interpreting or construing any provision of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above and by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

VILLAGE

By:_____
Village Manager

ATTEST

By:_____
Village Clerk

LUMOS FIBER OF ILLINOIS, LLC

By:_____

Name: David Smith

Title: Chief Operating Officer

ATTEST

By:_____
Andrew Stevenson, Dir., Market Development

State of North Carolina)
) SS
County of Guilford)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David Smith, personally known to me to be the Chief Operating Officer of Lumos Fiber of Illinois, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Managers of Lumos Fiber of Illinois, LLC, as his free and voluntary act, and as the free and voluntary act and deed of said Lumos Fiber of Illinois, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5th day of August, 2026.

_____

ANDREW P. STEVENSON
Notary Public, North Carolina
Guilford County
My Commission Expires
November 06, 2026

RESOLUTION NO. R-26-_____

A RESOLUTION APPROVING A MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT BETWEEN THE VILLAGE OF SCHAUMBURG AND LUMOS FIBER OF ILLINOIS, LLC FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A FIBER OPTIC NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY

WHEREAS, the Village of Schaumburg ("Village") is an Illinois home rule municipality organized and existing under Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village possesses authority to regulate the use of its public rights-of-way and to establish reasonable terms and conditions governing the installation, operation, maintenance, relocation, and removal of telecommunications facilities within those rights-of-way; and

WHEREAS, Lumos Fiber of Illinois, LLC, d/b/a Lumos Fiber ("Licensee"), has requested permission to construct, operate, maintain, repair, and remove an underground fiber optic network within portions of the Village's public rights-of-way to provide broadband internet services to residential and commercial customers; and

WHEREAS, the Village has negotiated a Master Right-of-Way Use License Agreement establishing the terms and conditions under which the Licensee may utilize the Village's public rights-of-way, including requirements related to permitting, construction standards, restoration, performance security, insurance, indemnification, inspection, relocation of facilities, reimbursement of applicable Village costs, and compliance with all applicable federal, state, and local laws and regulations; and

WHEREAS, the proposed Agreement grants only a non-exclusive, revocable license to use the public rights-of-way and does not convey any ownership interest, easement, or franchise rights in Village property; and

WHEREAS, the Village Board finds that approval of the Master Right-of-Way Use License Agreement is in the best interests of the Village and its residents by facilitating the expansion of broadband infrastructure while preserving the Village's ability to protect and manage its public rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: The recitals set forth above are incorporated herein and made a part of this Resolution.

SECTION TWO: The Village Board hereby approves the Master Right-of-Way Use License Agreement between the Village of Schaumburg and Lumos Fiber of Illinois, LLC, substantially in the form attached hereto as **Exhibit A**.

SECTION THREE: That the Village Manager and Village Clerk are hereby authorized and directed to execute and attest the Agreement on behalf of the Village, together with such non-substantive modifications as may be approved by the Village Attorney and Village Manager, provided that such modifications do not materially alter the rights or obligations of the Village.

SECTION FOUR: The Village Manager, Director of Public Works and all other appropriate Village officials are authorized to take such actions as are necessary and appropriate to implement and administer the Agreement, including the issuance of permits, review of construction plans, inspection of work, collection of fees, and enforcement of the terms and conditions of the Agreement.

SECTION FIVE: Nothing in this Resolution or the Agreement shall be construed as granting the Licensee an exclusive right to occupy or use the Village's public rights-of-way. The Village expressly reserves all rights and authority to regulate the use of its public rights-of-way consistent with applicable law.

SECTION SIX: This Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

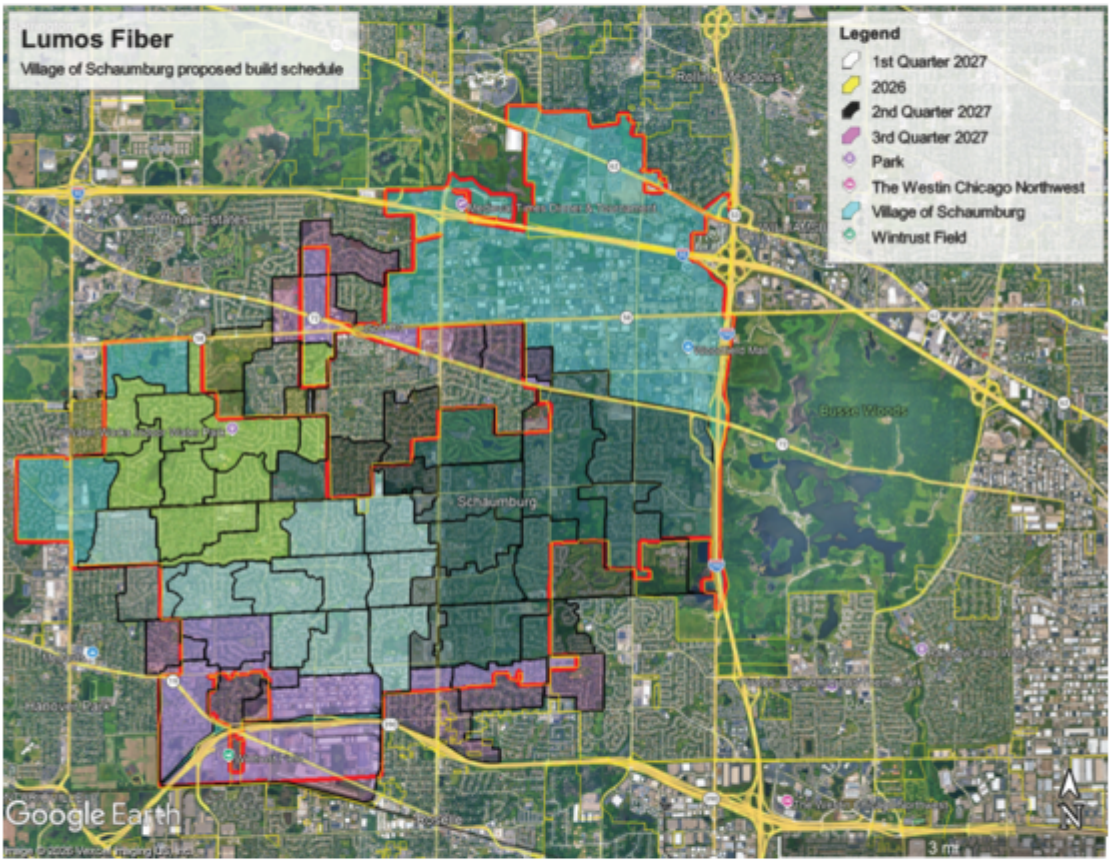
ABSENT:

PASSED AND APPROVED this _____ day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk


Lumos Fiber
Village of Schaumburg proposed build schedule
Legend
1st Quarter 2027
2026
2nd Quarter 2027
3rd Quarter 2027
Park
The Westin Chicago Northwest
Village of Schaumburg
Wintrust Field
Schaumburg
Google Earth
3 mi



Pre-Construction Letter



Yard Dart



Door Hanger

Ripple Fiber Resident Outreach Plan (Following Permit Approval)

- *30-90 Days Prior to Construction* – Pre Construction Letter mailed to residents in permitted area.
- *15-30 Days Prior to Construction* – Yard Darts placed in each yard of permitted area.
- *5 Days Prior to Construction* – Final Door Hangar notifying of construction provided to each resident in permitted area.

Residents will be provided contact information for questions on distributed materials.

lumos®

lumos® is now part of T Fiber

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve a Site Plan Approval and Woodfield Regional Center Design Review for Crow Holdings Industrial / 1700 Penny Lane
09/08/26
Village Board

Presenter: Chidochashe Baker AICP, Community Planner
Lead Department: Community Development

Executive Summary:

Case Title
SP2606-01 / Crow Holdings Industrial / 1700 Penny Lane / Site Plan Approval and Woodfield Regional Center Design Review

Hearing Date
September 8, 2026

Summary
The petitioner requests site plan approval and Woodfield Regional Center Design Review for property located at 1700 Penny Lane. The site is proposed to be redeveloped with a new 116,425 sq. ft. industrial building, 103 stall surface parking lot, and at least 12 loading dock bays at the rear of the building.

Recommended Action:

Staff Recommendation
Recommending Approval

If the Village Board concurs with the Project Review Group's recommendation, they should approve the request as presented.

ATTACHMENTS:
- PRG Report Memo
- Location Map
- Application (REDACTED)
- Project Narrative
- Plat Survey
- Architectural Plans
- Landscape and Tree Preservation Plans
- Engineering and Photometric Plans

VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

M E M O R A N D U M

DATE: August 28, 2026

TO: Village Manager

FROM: Director of Community Development

SUBJECT: SP2606-01 / CROW HOLDINGS INDUSTRIAL/ 1700 Penny Lane / Site Plan Approval, and Woodfield Regional Center Design Review

FOR: Village President and Board of Trustees

APPLICANT INFORMATION

PETITIONER: Matt Kurucz

CORPORATION: Crow Holdings Industrial

ADDRESS OF PETITIONER: 318 N Carpenter St Suite 250
Chicago, IL 60607

STATUS: Developer

PROJECT DATA

Existing Zoning: M-1 - Manufacturing

Existing Land Use: Manufacturing and Warehouse

Comprehensive Plan Designation: Industrial

Size of Parcels: 6.74 Acres

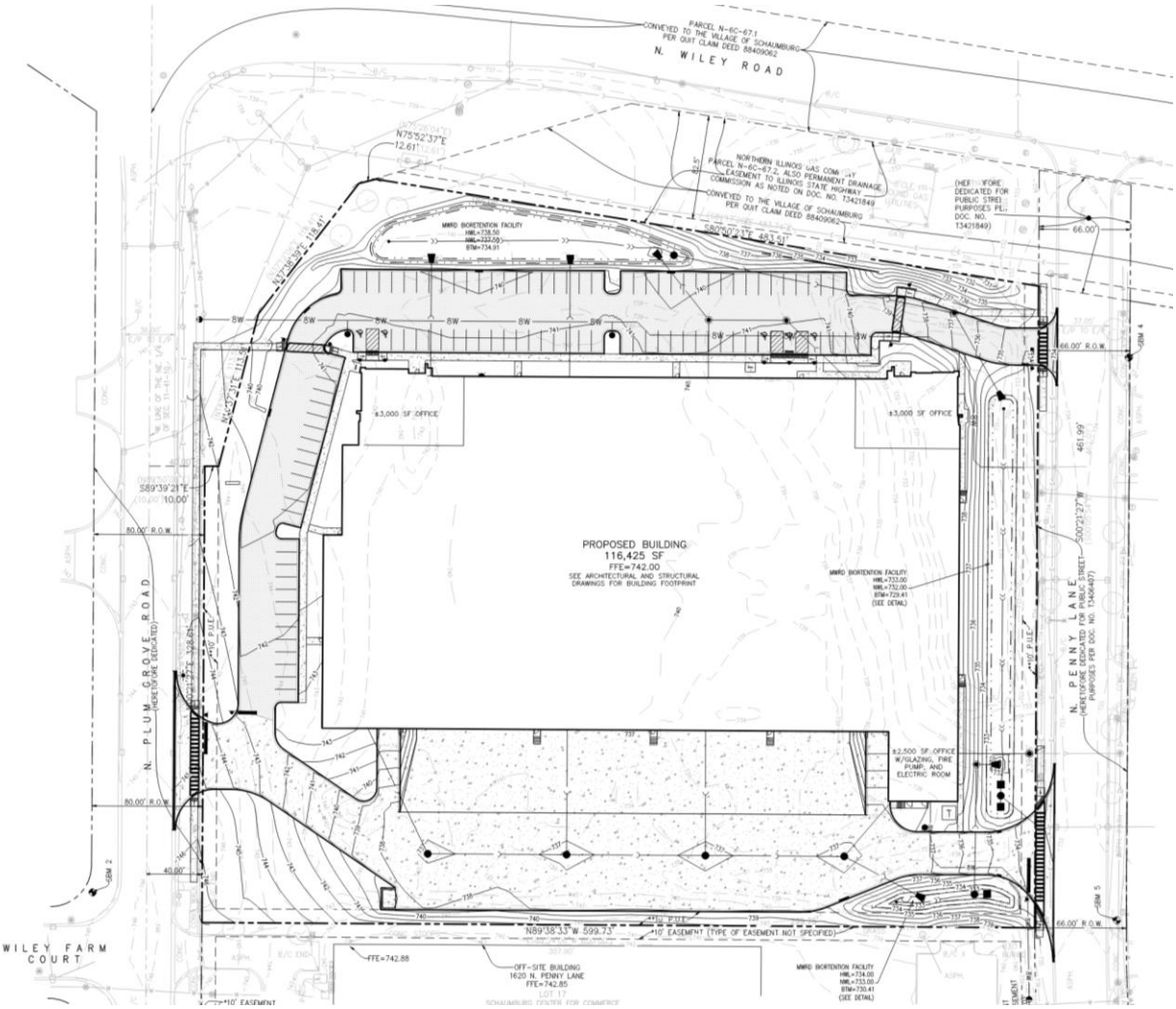
PROJECT SUMMARY

The petitioner requests site plan approval and Woodfield Regional Center Design Review for the property located at 1700 Penny Lane. The subject property currently consists of three lots and is currently developed with a 34,980 sq. ft. single-story industrial building and a surface parking lot with one driveway access near the southeast corner of the site. Submitted plans show demolition of the existing building, parking, and landscaping for redevelopment with a new building and site layout. The site is proposed to be redeveloped with a new industrial building for manufacturing and warehouse use. The subject property is a 6.74-acre site with direct frontage on both Penny

Lane and Plum Grove Road. The site is setback from Wiley Road by an 82.5 ft Nicor Gas Company easement. Though the site does not directly front Wiley Road or I-90, it is uniquely positioned with high visibility from both frontages. The site is also located across from Carvana (1717 N. Penny Lane) and across from the Feed My Starving Children warehouse and distribution center (740 Wiley Farm). At the August 24 meeting, the Village Board approved a plat of Consolidation for the three lots (Case no. P2607-03) Ord no. 26-063.

Site Design

The site is proposed to be redeveloped with a new 116,425 sq. ft. building. A 103-stall surface parking lot will be constructed on the north and west sides of the building along with 12 truck loading bays to be located on the south side. The building is proposed to be parallel to Penny Lane and Plum Grove Road and centrally located on the site. The main entrance to the building is proposed on the north side facing I-90.



The site plan shows two additional curb cuts to be constructed on site. One access will be provided near the northeast corner on Penny Lane and the other near the southwest corner on Plum Grove Road. The northeast curb cut is intended to serve as the primary access for employees and customers, while the new curb cut on Plum Grove Road is designed for both vehicle and truck use. The existing curb cut located at the southeast corner of the site on Penny Lane is proposed to be expanded for truck access. The proposed layout provides a separation of automobile and truck circulation onsite. Pedestrian connections to the property from Plum Grove Road and Penny Lane will also be provided as part of the redevelopment.

Landscape Design

The landscape code requires a minimum of 20% (58,761sq. ft.) greenspace at the site. The new development is proposed to exceed the minimum and provide 25.5% (74,979 sq. ft.) of green space. Submitted landscape plans show the addition of approximately 100 trees including various shade, evergreen and ornamental trees, and various evergreen and deciduous shrubs. Plans also show 11 feet of foundation landscaping provided along the west, north and east façades of the building except for the south loading docks. The proposed foundation landscaping is designed to accent architectural features of the building and soften the façade. While a portion of the building is proposed to screen loading docks from view on Penny Lane, additional landscaping is proposed to screen truck loading docks from Plum Grove Road.

Additionally, the site is proposed to have three landscaped bioretention facilities for volume control. One is proposed north of the site while the other two are proposed east of the site along Plum Grove Road. Detention for the development is proposed at an existing 9.99-acre detention pond that is located approximately 650 sq. ft. southeast of the site. Overall, the landscape plan shows a landscape design that is integral to the site providing screening and softening the mass of the building

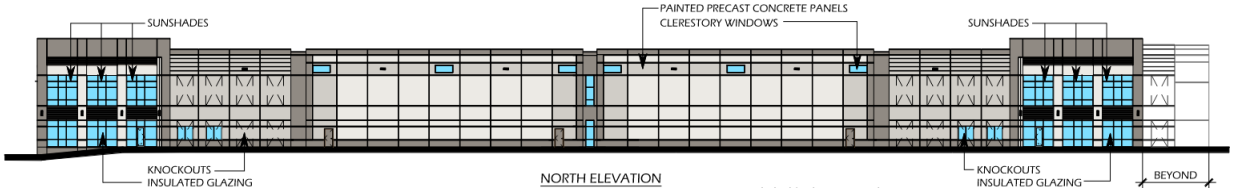
Building and Architectural Design

The building is proposed to have a building height of 42ft, which meets the height requirement for the district. The building will be mainly constructed of painted precast concrete panels with glazing, including storefront windows, sunshades, and clerestory windows. The petitioner also proposes to provide window knockouts on the north, east and west elevations for possible installation of additional windows for future tenants. The proposed building materials align with the guidelines of the Woodfield Regional Center and are compatible with buildings in the surrounding area.



The building is proposed to be oriented to have its front (north) façade facing I-90. The design of the north elevation emphasizes the northeast and northwest corners of the building with three sections of 2-story storefront glazing with sunshades. The east and west elevations are proposed to also have a design that articulates the northwest and northeast corners of the building with two sections of 2-story storefront glazing with sunshades. The building's architecture utilizes various design elements to achieve articulation, break down the massing and create visual interest. These design elements include various shades of precast concrete panels, sequentially placed clerestory windows, additional full-length windows and reveals along the façade, and variations in parapet heights. Overall, the building's design is compatible with surrounding architecture and contributes to the context of the village's I-90 frontage.

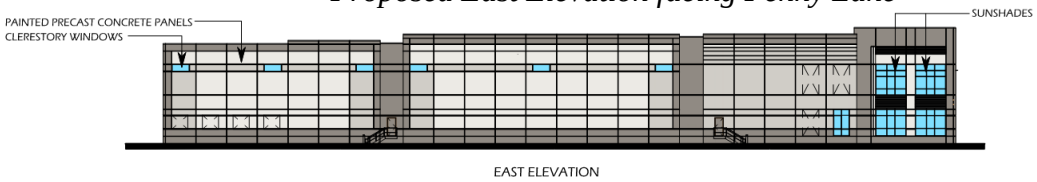
Proposed North Elevation facing Wiley Rd and I-90



Proposed West Elevation facing Plum Grove Road



Proposed East Elevation facing Penny Lane



Parking

The building is proposed as a shell with potential to provide occupancy for one or more tenants. The petitioner estimates 8,500 sq. ft. of office use and 107,925 sq. ft. of manufacturing use for future tenants. A minimum of 96 parking spaces are required for this combination of estimated office and manufacturing uses at the site. A total of 103 parking spaces are proposed to be provided on site. The code allows maximum parking to be an additional 10% of the minimum required parking spaces at the site. The proposed number of parking spaces is in compliance with parking requirements.

Planning

1. Prior to the issuance of a building permit, the petitioner shall submit the Police and Fire Fund developer contribution of $8,144.50. This amount is based on $0.10 per gross square foot of the building footprint increase at the site.
2. All terms and conditions of Ordinance No. 26-063 (Plat of Consolidation), not specifically revised herein, are hereby reaffirmed by reference.
3. Prior to the issuance of Land Development Permit, the petitioner shall revise the site plan to provide a trash enclosure location.
4. Provide a materials board of all proposed building materials.

Fire

1. Install the FDC at the west main entrance. If the FDC is located behind landscaping, a concrete path and pad shall be provided.
2. Clarify the location of the water service. It appears the sprinkler room is at the southeast end of the building.
3. Provide fire hydrant at northeast corner of the building.

Engineering

1. Obtain a MWRD permit.
2. On Demolition Plan, disconnect existing water service, near the southwest corner of the site, at the main using a stainless-steel repair sleeve.
3. Work with the village Engineer regarding the location of the storm inlets at the entrances.
4. Maintain 10 feet separation between the building foundation and the water main.
5. The Village does not allow wheel stops. Remove all proposed wheel stops.
6. Prior to the issuance of Land Development Permit, the petitioner shall submit revised Engineering and Photometric Plans to the Community Development Department for review and approval illustrating the following:
    a. A detailed site lighting electrical plan showing conduit routing/size/type and wire size/type/quantity, Lighting details including pole foundation, pole handhole wiring/grounding/bonding detail, splicing/fusing detail, conduits burial detail, etc.

Transportation

1. Provide required bike parking. For warehouse, manufacturing, and industrial uses, bike parking is required based on the projected number of employees.
2. Prior to the issuance of a permit, a signed Traffic Agreement is required. Traffic agreements between the Village and the property owner allow the village to enforce parking and traffic regulations on the property, including but not limited to, speed of vehicles, reckless driving, stop signs, fire lanes, loading zones, handicap parking, and the prohibition, restriction, or limitation of the stopping, standing, or parking of vehicles in and upon said property.

Landscape

1. Provide additional plantings at a higher elevation which are closer to the sidewalk/foundation areas along the northeast side of the building to comply with the intent of the foundation landscape requirement.
2. Screen all parking lot areas with woody shrubs and perennial plant material, particularly at the northwest corner of the lot.
3. Shift plantings away from the back of all curbs by two feet to allow for snow removal and reduce salt & car damage.
4. Shift Norway Spruce plantings away from the trash enclosure to allow for mature growth habit.
5. Specify type of erosion control mat to be used in all detention basin areas with native plantings and plugs. Provide installation detail and notes.
6. On sheet C9.4 of the civil engineering plans, there are three cross sections for each of the three basins located on the site. These sections indicate that the basins function as bioretention facilities and are labeled ‘12” Depth Maximum Drains in 24-48 hours. This indicates that there will not be standing water. If this is the case, then the emergent plants specified on sheet L2.0 will not survive. Revise to provide plants that thrive in a bioretention environment.
7. Provide a landscape detail of how the stormwater pipes will be accommodated within the bioretention planting.

Engineering and Public Works

1. Eliminate public water main bends and connect in direct line across the north of the property. Water main should not be traversed under detention swales.
2. Public water main shall be connected on the east side of Penny Lane. No open cut of roadway is allowed.
3. Move manhole structures in north parking to avoid watermain offset.
4. Adjust water main easement to align with revised public water main route.
5. On Sheet C6, Verify the diameter of the water main at the southeast corner of the site.
6. On Sheet C6, Hydrant leads must also be 8 inches minimum if on a line that leads to the building.
7. Existing sanitary services must be televised to verify condition for re-use. Television logs shall be provided to the village of Schaumburg. If results of televising show sanitary sewer condition acceptable, applicant shall provide letter from the engineer of record for the project. Letter should state that the engineer has reviewed the videos, and the existing sanitary sewer line is in satisfactory condition for re-use.

If the Village Board concurs with the Project Review Group recommendation, they should **approve** the Site Plan Approval for the proposed Site Plan and Woodfield Regional Center Design review for Crow Holdings Industrial, proposed to be located at 1700 Penny Lane, Case No. SP2606-01, subject to the following conditions:

1. A land development permit is required prior to commencing any site work, and prior to receiving any building permits for the site. Separate permits are required for the site work and for the building. Separate plan sets are required.
2. A building permit, in accordance with the current regulations and requirements of the Village of Schaumburg, must be issued within one (1) year from the date of the Site Plan Approval by the Village Board which authorized the development proposal. The Site Plan Approval, without need for further action by any Village board, commission, or official, shall become null and void if no building permit is issued within the one (1) year requirement. The Village Board may, by motion and majority vote, extend the Site Plan Approval granted herein for periods of up to one (1) year upon the written request of the owner of the subject property or his authorized agent.
3. Any change to the approved plans listed below must be brought to the attention of the Director of Community Development before any construction can begin. Ad-hoc field changes are considered a violation of approved plans and could result in the revocation of development permits.
4. A complete set of as-built record drawings must be submitted to the Village of Schaumburg Community Development Department for review and approval when the project is completed. These final drawings must be received and approved prior to full release of the project security.
5. The submitted Building Floor Plans have been accepted as preliminary. The plans will receive a much more detailed review during the commercial building permit review.
6. Prior to the issuance of a building permit, the petitioner shall submit the Police and Fire Fund developer contribution of $8,144.50. This amount is based on $0.10 per gross square foot of the building footprint increase at the site.
7. All rooftop mechanical equipment located on the buildings shall be screened with continuous, permanent, sound attenuating and noncombustible screening of a color compatible with the principal structure.
8. Provide a materials board of all proposed building materials.
9. No signage is being approved with this request as it is for reference purposes only. Separate sign permits will be required.
10. All terms and conditions of Ordinance No. 26-063 (Plat of Consolidation), not specifically revised herein, are hereby reaffirmed by reference.
11. Prior to the issuance of Land Development Permit, the petitioner shall revise the site plan to provide a trash enclosure location.
12. Prior to the issuance of Building Permit, the petitioner shall revise plans to illustrate the following:
    a. Install the FDC at the west main entrance. If the FDC is located behind landscaping, a concrete path and pad shall be provided.

b. Clarify the location of the water service. It appears the sprinkler room is at the southeast end of the building.
c. Provide fire hydrant at northeast corner of the building.

13. According to MUTCD Section 3C.06, provide continental (longitudinal bar) crosswalk across all drive aisles external to the site.
14. Provide required bike parking. For warehouse, manufacturing, and industrial uses, bike parking is required based on the projected number of employees.
15. Provide truck turning template for left in turning movements at the access drive with Plum Grove Rd.
16. Prior to the issuance of a permit, a signed Traffic Agreement is required. Traffic agreements between the Village and the property owner allow the village to enforce parking and traffic regulations on the property, including but not limited to, speed of vehicles, reckless driving, stop signs, fire lanes, loading zones, handicap parking, and the prohibition, restriction, or limitation of the stopping, standing, or parking of vehicles in and upon said property.
17. Prior to the issuance of Land Development Permit, the petitioner shall submit a revised copy of the Landscape and Tree Preservation Plans to the Community Development Department for review and approval illustrating the following:
    a. Clarify or omit reference to No Mow plantings areas from Sheets L1.0 & L2.1 to avoid confusion.
    b. Provide additional plantings at a higher elevation which are closer to the sidewalk/foundation areas along the northeast side of the building to comply with the intent of the foundation landscape requirement.
    c. Screen all parking lot areas with woody shrubs and perennial plant material, particularly at the northwest corner of the lot.
    d. Shift plantings away from the back of all curbs by two feet to allow for snow removal and reduce salt & car damage.
    e. Shift Norway Spruce plantings away from the trash enclosure to allow for mature growth habit.
    f. Specify type of erosion control mat to be used in all detention basin areas with native plantings and plugs. Provide installation detail and notes.
    g. On sheet C9.4 of the civil engineering plans, there are three cross sections for each of the three basins located on the site. These sections indicate that the basins function as bioretention facilities and are labeled ‘12” Depth Maximum Drains in 24-48 hours. This indicates that there will not be standing water. If this is the case, then the emergent plants specified on sheet L2.0 will not survive. Revise to provide plants that thrive in a bioretention environment.
    h. Provide a landscape detail of how the stormwater pipes will be accommodated within the bioretention planting.
18. Prior to the issuance of Land Development Permit, the petitioner shall submit revised Engineering and Photometric Plans to the Community Development Department for review and approval illustrating the following:

a. A detailed site lighting electrical plan showing conduit routing/size/type and wire size/type/quantity, Lighting details including pole foundation, pole handhole wiring/grounding/bonding detail, splicing/fusing detail, conduits burial detail, etc.

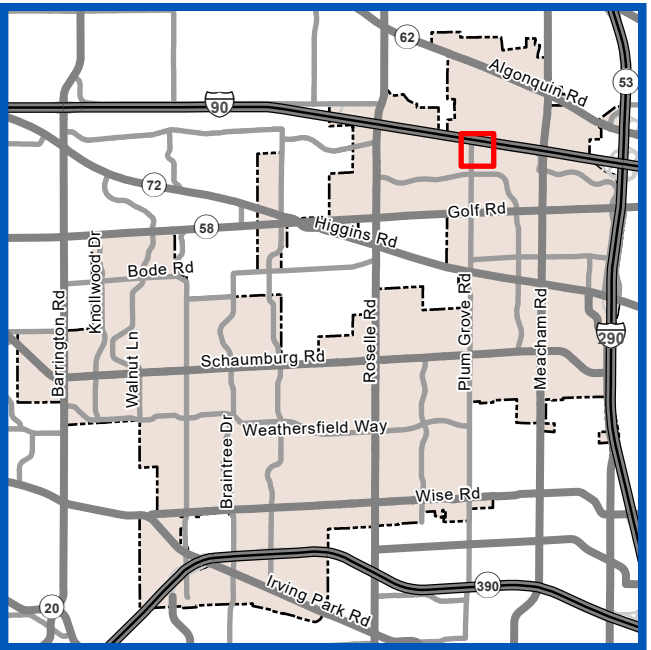
19. Prior to the issuance of Land Development Permit, the petitioner shall submit a revised copy of the Engineering Plans to the Community Development Department for review and approval illustrating the following:
    a. Eliminate public water main bends and connect in direct line across the north of the property. Water main should not be traversed under detention swales.
    b. Public water main shall be connected on the east side of Penny Lane. No open cut of roadway is allowed.
    c. Move manhole structures in north parking to avoid watermain offset.
    d. Adjust water main easement to align with revised public water main route.
    e. On Demolition Plan, disconnect existing water service, near the southwest corner of the site, at the main using a stainless-steel repair sleeve.
    f. Work with the village Engineer regarding the location of the storm inlets at the entrances.
    g. Maintain 10 feet separation between the building foundation and the water main.
    h. Remove all proposed wheel stops.
    i. On Sheet C3.0, Water lines 8 inches and above must be fully removed or fully filled to be abandoned.
    j. On Sheet C6, Hydrant leads must also be 8 inches minimum if on a line that leads to the building.
    k. On Sheet C9.3, All valve vaults must be 60" minimum.
    l. On Sheet C6, verify the diameter of the water main at the southeast corner of the site.
20. Existing sanitary services must be televised to verify condition for re-use. Television logs shall be provided to the village of Schaumburg. If results of televising show sanitary sewer condition acceptable, applicant shall provide letter from the engineer of record for the project. Letter should state that the engineer has reviewed the videos, and the existing sanitary sewer line is in satisfactory condition for re-use.
21. The following plans/exhibits shall be adopted as part of the governing ordinance:
    a. Business Narrative, Prepared by Crow Holdings Industrial and received by the Community Development Department on June 8, 2026
    b. Preliminary Elevations and Floor Plan, Sheet A-1 and A2, prepared by Acro Murray, dated July 27, 2026, and received by the Community Development Department on July 31, 2026
    c. Tree Preservation Plan, Sheet TP-1.0, prepared by Kathlyn Talty Landscape Architecture, dated July 30, 2026, and received by the Community Development Department on July 31, 2026
    d. Tree Inventory, Sheet TP-2.0, prepared by Kathlyn Talty Landscape Architecture, dated July 30, 2026, and received by the Community Development Department

on July 31, 2026

e. Overall Landscape Plan, Sheets L-1.0, L1.1, and L2.0 prepared by Kathlyn Talty Landscape Architecture, dated July 30, 2026, and received by the Community Development Department on July 31, 2026
f. Overall Site Plan, Sheet C2, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026
g. Existing Conditions and Demolition Plan, Sheet C3.0, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026
h. Dimensional Control and Paving Plan, Sheet C4, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026
i. Grading Plan, Sheet C5.0 and C5.1, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026
j. Utility Plan, Sheet C6, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026
k. Erosion Control Plan, Sheet C7, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026
l. MWRD Drainage Exhibit, Sheet C11.0 and C11.1, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026
m. Photometric Plan, Sheet ES101, prepared by Connelly Electric, dated July 30, 2026, and received by the Community Development Department on July 31, 2026

cc: Applicant
Owner





Subject Property

SP2606-01

CROW HOLDINGS INDUSTRIAL

Site Plan Approval, and Woodfield Regional Center Design Review

0 120 240
Feet

VILLAGE OF SCHAUMBURG

1700 Penny Lane

Prepared By:
Village of Schaumburg
Community Development Department

Development Review Application

DEVR-26-38

Submitted On: Jun 8, 2026

Applicant

CHI/ACQUISITIONS, L.P. Matt Kurucz

[redacted]

Primary Location

1700 PENNY LN
Schaumburg, IL 60173-4554

Pre-Application Contact

Have you spoken to a Village planner about this project

Yes

Who have you spoken to?

Chido Baker

SP2606-01 / CROW HOLDINGS / 1700 Penny Lane/ Site Plan Approval and Woodfield Regional Center Design Review

Applicant Information

Is Applicant the Property Owner?

No

Relationship of Applicant to Property

Contract Purchaser

Property Owner Approval Confirmed

Yes

Property Owner Information

Property Owner Name

FELSOMAT HOLDING USA INC

Property Owner Street Address

1700 N Penny Ln

Property Owner City

Schaumburg

Property Owner State

IL

Property Owner Zip Code

60173

Property Owner Phone Number

NA

Property Owner Email

NA

Site Information

Is this Residential, Commercial, Industrial or Mixed Use?

Industrial

PIN Number

07-11-202-028-0000; 07-11-202-029-0000; 07-11-202-030-0000

Township of Subject Property?

Schaumburg

Approvals Requested

Setback Variation

--

Shopping Center Signage Plan Approval / Amendment

--

Site Plan Approval New Building < 20,000 Sq. Ft.

Site Plan Approval New Building > 20,000 Sq. Ft.

false

true

Special Use - Commercial

--

-

-

Site Plan Amendment

--

Plat of Easment

--

Plat of Vacation

--

Plat of Subdivision

--

Plat of Dedication

--

Plat of Consolidation

false

PUD Site Plan Approval

--

PUD Amendment

--

Valet - Regular

--

Valet - Special Event

--

PUD Special Use Amendment

--

PUD Administrative Amendment

--

Fence Variation

--

Variation - Other

--

Brief description of the request

CHI/ACQUISITIONS, L.P. is requesting Site Plan Approval to construct a +/- 116,425 SF Class A office/warehouse facility.

Project Staff

Type

Engineer

If Other, Describe

--

Company Name

Jacob & Hefner

Staff Name

Jason

Staff Mailing Address

1333 Butterfield Road, Suite 300, Downers Grove, Illinois 60515

Staff Phone Number

[redacted]

Staff Email

[redacted]

Type

Developer

If Other, Describe

--

Company Name

Crow Holdings

Staff Name

Jack Rabenn

Staff Mailing Address

318 N Carpenter St, Suite 250 | Chicago, IL 60607

Staff Phone Number

[redacted]

Staff Email

[redacted]

Type

Developer

If Other, Describe

--

Company Name

Crow Holdings

Staff Name

Matt Kurucz

Staff Mailing Address

318 North Carpenter Street, Suite 250 | Chicago, IL 60607

Staff Phone Number

[redacted]

Staff Email

[redacted]

Type

General Contractor

If Other, Describe

--

Company Name

ARCO/Murray

Staff Name

Dan Pratt

Staff Mailing Address

3113 Woodcreek Dr, Downers Grove, IL 60515

Staff Phone Number

[redacted]

Staff Email

[redacted]

Applicants Signature

Please note that the project will not be reviewed until this application has been fully completed and all required plans and other materials have been satisfactorily submitted to the Community Development Department. Incomplete submittals may result in a delay in the zoning approval process. It is strongly suggested that the applicant schedule an appointment with the Community Development Department so that materials can be reviewed for accuracy and completeness prior to submittal. The deadline for submittals is Monday at noon.

In consideration of the information contained in this application as well as all supporting documentation, it is requested that approval be given to the requested actions.

Applicant Signature

true

CROW HOLDINGS
INDUSTRIAL

June 8, 2026

Chidochashe Baker, AICP
Community Planner
Village of Schaumburg
1000 E. Woodfield Rd.
Schaumburg, IL 60173

RE: 1700 N Penny Lane Redevelopment – Project Narrative

Dear Chidochashe,

On behalf of **Crow Holdings Industrial** ("CHI"), we are excited to work with you and the Village of Schaumburg to bring this project to fruition. I am pleased to submit this project narrative for the proposed redevelopment of 1700 N Penny Lane. This narrative introduces CHI, provides background on the property, and describes the proposed development and its consistency with the Woodfield Regional Center Design Guidelines.

Developer Description

CHI is the industrial development arm of Crow Holdings, focused on speculative and build-to-suit projects nationwide. As a stable, well-capitalized, and trusted partner, CHI draws on a 75-year industrial development legacy to build Class A warehouse, distribution, and manufacturing facilities. Leveraging strong market knowledge, CHI takes a strategic approach to delivering long-lasting quality for clients and tenants. With seven regional offices covering nearly all Tier-1 industrial markets, CHI delivers 7–10 million square feet of Class A space annually, valued at close to $1.5 billion.

Since the Midwest regional office opened in January 2018, CHI has developed 23 buildings totaling more than 7.78 million sq. ft. of new Class A space, representing nearly $866 million in project investment throughout the Chicago industrial market.

Property Background

The subject property is currently improved with a 34,980-square-foot industrial building constructed in 1988. The existing structure features 18-foot clear ceiling heights, two drive-in doors, limited dock functionality, and an asphalt parking lot with approximately 89 spaces. While the building has served prior users, its physical characteristics, site layout, and building systems no longer align with the requirements of modern industrial, logistics, or light manufacturing users. CHI is under contract to acquire the property from the current owner, Felsomat USA, and intends to demolish all existing improvements to allow for comprehensive redevelopment.

Proposed Development Program

CHI proposes the development of a 116,425 square-foot speculative Class A office/warehouse facility, designed to meet current institutional standards and accommodate a range of modern industrial tenants. Construction is anticipated to commence in August 2026, with substantial completion targeted for June 2027.

The building is designed to be divisible to approximately 30,000 square feet, allowing for either a single full-building user or up to two tenants. Two dedicated office entries are located along the building's most visible frontage facing Interstate 90, enhancing the building's architectural presence. An additional office bump-out near the truck court supports shipping operations and provides screening for loading activities.

WOODFIELD REGIONAL CENTER DESIGN GUIDELINES – COMPLIANCE SUMMARY

The proposed redevelopment complies with the Woodfield Regional Center ("WRC") Design Guidelines, demonstrating a coordinated approach to site planning, circulation, architectural design, and landscape treatment consistent with the Village's expectations for high-quality development within this gateway corridor.

Site Orientation

The building is oriented parallel to Plum Grove Road and Penny Lane, consistent with the WRC Design Guidelines, which emphasize alignment with adjacent streets to reinforce a cohesive streetscape. This orientation responds to Village guidance and aligns with surrounding development patterns.

While the site is influenced by the angular geometry of Interstate 90 and Wiley Road, the revised orientation establishes a clear street edge and strengthens the building's relationship to the existing surrounding buildings. Primary office entries and architectural features are oriented toward these frontages, supporting visibility and clear identity.

The site layout maintains efficient circulation and appropriate separation between access points, adjacent driveways, and intersections, supporting safe vehicle movements. Landscaping, including foundation plantings and perimeter treatments, reinforce the building edge, soften the façade, and enhance continuity along Plum Grove Road and Penny Lane, consistent with WRC design principles.

Site Access, Circulation & Safety

Vehicular access is provided from Penny Ln. and Plum Grove Rd., with driveway locations meeting applicable spacing standards and maintaining appropriate separation from adjacent curb cuts and intersections. Clearly defined site approaches allow vehicles to enter and circulate efficiently without causing backups into the public right-of-way.

The internal circulation system intentionally minimizes commingling between truck traffic and employee or visitor vehicles, improving operational clarity and safety. Landscaping and signage provided will make main entrances easily identifiable.



Parking areas incorporate 26-foot drive aisles and landscaped islands to define circulation routes, reduce pavement impacts, and facilitate safe maneuvering. 108 vehicle car parking stalls are provided, in compliance with code requirements based on the total building size and 8,500 sq. ft. of anticipated tenant office space. ADA-compliant spaces are located near the primary building entrances, consistent with accessibility and convenience standards outlined in the WRC Guidelines.

Additionally, a traffic impact review letter is underway and will be included with any other required supplementary information by 06/29/2026.

Loading Areas

Truck docks are located at the rear of the building, away from the Interstate 90 frontage and separated from employee and visitor circulation. Building massing and a corner bump-out screen the majority of loading operations from public view and will reinforce a clean architectural edge along visible site frontages.

Landscape

Landscaping is an integral part of the design. A portion of the plant palette is composed of both native deciduous and evergreen species to provide year-round interest. Eleven-foot foundation planting areas are provided along the face of the building and will be designed to accent architectural features of the building and soften the façade. Landscaped parking islands with shade trees improve site aesthetics. Lastly, as mentioned previously, an emphasis has been applied to establishing visual continuity along the property's street frontages.

Utilities, Stormwater & Supporting Infrastructure

The proposed plan includes onsite stormwater detention, consolidated to the east side of the site per Staff comments. Stormwater design is subject to coordination with the Metropolitan Water Reclamation District ("MWRD"). The Applicant met with MWRD on 05/21/2026 and received formal determination that the site is eligible for offsite detention. A LiDAR survey of existing stormwater detention facilities has confirmed there is available capacity. The Applicant is working with the Village Engineer and MWRD to locate a maintenance and monitoring plan.

Fire hydrant locations, truck turning templates, and utility layouts are shown on Civil plans included in this submittal. Trash and service functions will be tenant-specific. A potential future trash location is shown on plans, with potential future construction anticipated during tenant build-out rather than as part of the initial shell development. Any conflict between the trash enclosure and truck dock activities will be mitigated.

Building Design

The building architecture reflects its industrial use while incorporating high-quality materials, articulated façades, and fenestration at office areas and prominent elevations, including those facing Interstate 90. Insulated precast concrete panels will be complemented by storefront glazing and punched window openings to reduce perceived building mass and create visual interest. Exterior materials and finishes utilize a neutral color palette, consistent with the WRC Guidelines' preference for restrained, durable design.





Above: Office entrance and building façade at Veterans Point in Bolingbrook, IL.

In addition to the above, the building will feature 32' clear ceiling heights (42' max height at exterior of building), an ESFR fire protection system, LED interior and exterior lighting, and a ballasted 60 mil TPO roofing system.

EMPLOYMENT & COMMUNITY IMPACT

Construction of the proposed redevelopment is expected to generate the equivalent of approximately 30 full-time construction jobs over a 10-month period. At full occupancy, the completed building is projected to support approximately 30 full-time employees, with the capacity to accommodate additional employment should future tenant operations require it.

The building is targeted toward light manufacturing, light assembly, and Chicago-based distribution users seeking modern, well-located industrial space with immediate access to regional transportation infrastructure, including Interstate 90 and O'Hare International Airport.

CONCLUSION

The proposed redevelopment of 1700 N Penny Ln. will replace an obsolete industrial facility with a modern, high-quality Class A development that enhances the functionality, appearance, and long-term viability of the site. The project reflects CHI's commitment to thoughtful planning, responsive design, and collaboration with the Village of Schaumburg to deliver a durable industrial asset that supports employment and economic vitality.

We look forward to your continued support as we progress through the entitlements phase of the project. Please feel free to reach out with any questions to Jordan Teichen (jteichen@crowholdings.com), Jack Rabenn (jrabenn@crowholdings.com) or Matt Kurucz (mkurucz@crowholdings.com).

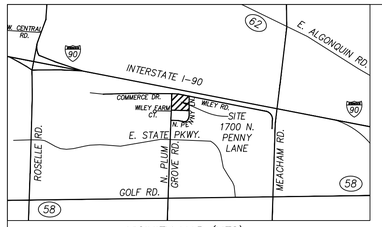
Best regards,

Matt Kurucz
Crow Holdings Industrial
Managing Director, Chicago

ALTA/NSPS LAND TITLE SURVEY

OF

LOTS 18, 19 AND 20 IN SCHAUMBURG CENTER FOR COMMERCE UNIT 4, BEING A RESUBDIVISION OF PART OF OUT-LOT C IN SCHAUMBURG INDUSTRIAL PARK BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, PART OF THE NORTH EAST 1/4 OF SECTION 11, PART OF THE SOUTH WEST 1/4 OF SECTION 12, PART OF THE NORTH WEST 1/4 OF SECTION 13 AND PART OF THE NORTH EAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

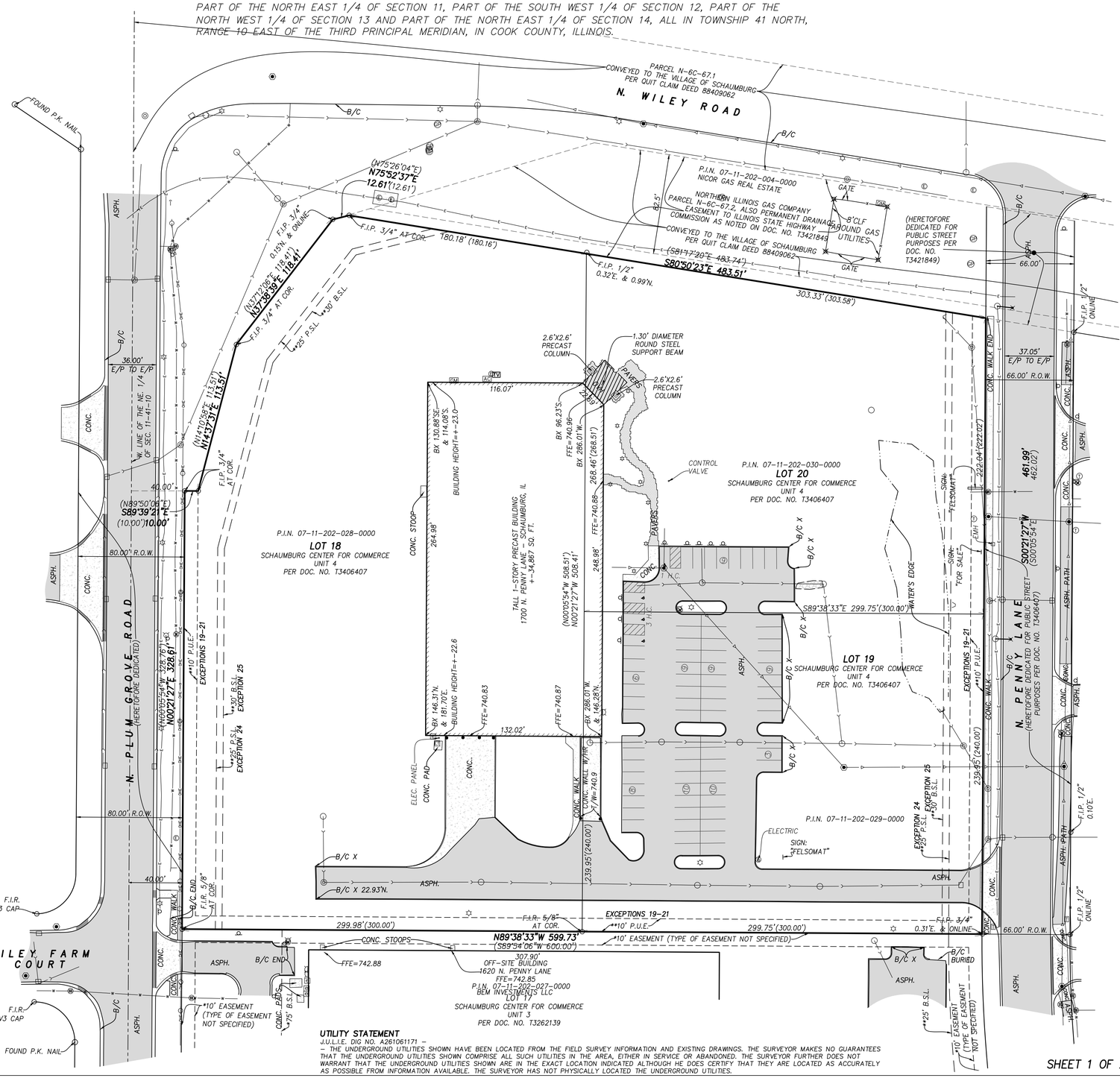


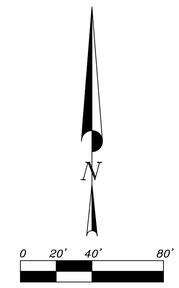
VICINITY MAP (NTS)

NOTES:
1. PER DOCUMENT NUMBER 2494044 DECLARATION OF PROTECTIVE COVENANTS:
ITEM 3. ON PAGE 3, NO STRUCTURES OR BUILDINGS SHALL BE LOCATED CLOSER THAN 10 FEET TO ANY SIDE SITE BUILDING LINE NOR CLOSER THAN 15 FEET TO ANY REAR PROPERTY LINE.
ITEM 10. ON PAGE 5, IMPROVEMENTS ON THE PROPERTY SHALL NOT EXCEED 45 FEET IN HEIGHT.

2. THE PLAT OF SUBDIVISION FILED AS DOCUMENT LR3406407 CONTAINS THE FOLLOWING: NOTE: OPEN CUTTING OF STREETS AFTER FINAL LIFT OF PAVING IS PROHIBITED.

3. PROVISIONS CONTAINED IN THE PLAT OF SUBDIVISION FILED AS DOCUMENT LR3406407 THAT NO PERMANENT BUILDINGS OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON THE EASEMENT AREAS, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.





BASIS OF BEARINGS:
NAD 1983 ILLINOIS STATE PLANE, EAST ZONE

SYMBOL LEGEND:

- Electric Meter
- Power Pole
- Power Pole w/ Transformer
- Sanitary Sewer Manhole
- Sign
- Manhole
- Telephone Pedestal
- Fire Hydrant
- Water Valve
- Water Valve Vault
- Drainage Structure Round
- Drainage Structure Square
- Storm Sewer Manhole
- Bollard/Post
- Telephone Manhole
- Light Pole
- Light Pole (Mast Arm)
- Tree Deciduous
- Gas Post
- Handicap Parking Space
- Fence Corner/Post
- Gas Meter
- Air Conditioning Unit
- Electric Manhole
- Water Auto Sprinkler
- Landscape Light
- Cable TV Pedestal
- Electric Transformer

Asphalt | Concrete | Gravel/ Rip Rap | Brick Pavers

- Fence Line
- Concrete curb
- Depressed curb
- Sanitary Sewer
- Storm Sewer
- Underground Water Main
- Building Line
- Overhead Electric Line
- Underground Electric Line

ABBREVIATIONS:

SBM	DENOTES SITE BENCHMARK
(100.00')	DENOTES RECORD DIMENSIONS
100.00'	DENOTES MEASURED DIMENSIONS
DOC.	DENOTES DOCUMENT
NO.	DENOTES NUMBER
P.I.N.	DENOTES PARCEL INDEX NUMBER
SEC.	DENOTES SECTION
SQ. FT.	DENOTES SQUARE FEET
ASPH.	DENOTES ASPHALT
CONC.	DENOTES CONCRETE
E/P	DENOTES EDGE OF PAVEMENT
B/C	DENOTES BACK OF CURB
E/P X	DENOTES EDGE OF PAVEMENT CORNER
B/C X	DENOTES BACK OF CURB CORNER
RCP	DENOTES REINFORCED CONCRETE PIPE
N	DENOTES NORTH
S	DENOTES SOUTH
E	DENOTES EAST
W	DENOTES WEST
F.I.P.	DENOTES FOUND IRON PIPE
F.I.R.	DENOTES FOUND IRON ROD
T/W	DENOTES TOP OF WALL ELEVATION
FFE	DENOTES FINISHED FLOOR ELEVATION
INV.	DENOTES INVERT ELEVATION
I.	DENOTES INVERT
EMH	DENOTES ELECTRIC MANHOLE
H/R	DENOTES HAND RAIL
H.C.	DENOTES HANDICAP PARKING
ELEC.	DENOTES ELECTRIC
BX	DENOTES BUILDING CORNER
OVH	DENOTES OVERHANG
CLF	DENOTES CHAINLINK FENCE
B.S.L.	DENOTES BUILDING SETBACK LINE
P.S.L.	DENOTES PARKING SETBACK LINE
*	DENOTES PER DOCUMENT NUMBER T3262139
**	DENOTES PER DOCUMENT NUMBER T3406407
P.U.E.	DENOTES PUBLIC UTILITY EASEMENT

UTILITY STATEMENT
J.U.L.I.E. DIG NO. A261061171 –
– THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM THE FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

JACOB & HEFNER ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073 Exp. 4/30/27

Survey No.:	H790		
Ordered By.:	ARCO/MURRAY		
Description:	ALTA/NSPS LAND TITLE SURVEY		
Date Prepared:	MAY 12, 2026		
Scale:	1" = 40'	Field Work:	TM
		Prepared By:	SC,CC

H:\PW790\S\Dwg\ALTA\H790 ALTA SURVEY.dwg

SHEET 1 OF 2

ALTA/NSPS LAND TITLE SURVEY

OF

LOTS 18, 19 AND 20 IN SCHAUMBURG CENTER FOR COMMERCE UNIT 4, BEING A RESUBDIVISION OF PART OF OUT-LOT C IN SCHAUMBURG INDUSTRIAL PARK BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, PART OF THE NORTH EAST 1/4 OF SECTION 11, PART OF THE SOUTH WEST 1/4 OF SECTION 12, PART OF THE NORTH WEST 1/4 OF SECTION 13 AND PART OF THE NORTH EAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS ALTA/NSPS LAND TITLE SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER CCHI2601817LI WITH A COMMITMENT DATE OF APRIL 01, 2026

SCHEDULE B, PART II – EXCEPTIONS

14. LETTER FROM DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS ATTACHED TO PLAT OF SUBDIVISION RECORDED AS DOCUMENT 20866510 AND FILED AS DOCUMENT LR 2455597 AND FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION FILED AS DOCUMENTS LR3224845 AND LR3224846 AND ATTACHED TO THE PLATS OF RESUBDIVISION, FILED AS DOCUMENT LR 3406407, WHICH STATES THAT PORTIONS OF THE LAND WILL BE SUBJECT TO FLOOD RISKS.
(AFFECTS PROPERTY, NOT PLOTTABLE)

15. DECLARATION OF PROTECTIVE COVENANTS MADE BY STATE MUTUAL LIFE INSURANCE COMPANY OF AMERICA, A CORPORATION OF MASSACHUSETTS, FILED MARCH 5, 1970 AS DOCUMENT LR 2494044 RELATING TO TRADE OR ACTIVITY ALLOWED, LOCATION OF STRUCTURE OR BUILDINGS ON THE LAND, LANDSCAPING STORAGE AREA, SIGNS, FENCE WALLS, TYPE OF BUILDING, IMPROVEMENT OR ALTERATION TO BUILDINGS, HEIGHT OF IMPROVEMENTS, LOCATION OFDOWNSPOUTS, TYPE OF BUILDING MATERIAL AND LOCATION OF LOADING DOCKS. AMENDMENT TO SAID DECLARATION FILED AS DOCUMENT LR2708741,
(DOCUMENT NUMBER 2494044 AFFECTS PROPERTY, NOT PLOTTABLE)
(DOCUMENT NUMBER 270871, THE DESCRIPTION OF THE DESCRIBED REAL ESTATE IS NOT ON THIS PROPERTY).

16. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE COVENANTS FOR SCHAUMBURG CENTER FOR COMMERCE MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENTS DATED APRIL 30, 1980 AND DECEMBER 1, 1980 AND MAY 1, 1981 AND KNOWN AS TRUST NOS. 102677, 103602 AND 103946 RELATING TO MAINTENANCE OF EACH LOT, RESTORATION AND IMPROVEMENTS, LANDSCAPING, UNLAWFUL ACTIVITY, TEMPORARY STRUCTURES, AND POLLUTION, FILED MARCH 4, 1982 AS DOCUMENT LR3252022.
(AFFECTS PROPERTY, NOT PLOTTABLE)

17. PROVISIONS CONTAINED IN THE DECLARATION OF PROTECTIVE COVENANTS FOR SCHAUMBURG CENTER FOR COMMERCE MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENTS DATED APRIL 30, 1980, DECEMBER 1, 1980 AND MAY 1, 1981 AND KNOWN AS TRUST NOS. 102677, 103602 AND 103946 FILED MARCH 4, 1982 AS DOCUMENT LR3252022 WHEREBY EACH OWNER COVENANTS AND AGREES TO PAY THE ASSOCIATION; (1) ANNUAL ASSESSMENTS OR CHARGES (2) AND SPECIAL ASSESSMENTS TOGETHER WITH INTEREST, COSTS AND REASONABLE ATTORNEY FEES THEREON AND SHALL BE A CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE PROPERTY AGAINST WHICH EACH ASSESSMENT IS MADE, FURTHER PROVIDES THAT THE LIEN OF THE ASSESSMTNS SHALL BE SUBORDINATE TO THE LIEN OF ANY MORTGAGE.
(AFFECTS PROPERTY, NOT PLOTTABLE)

18. SATISFACTORY EVIDENCE MUST BE FURNISHED FROM THE SECRETARY OR OTHER DULY QUALIFIED OFFICER OF THE ASSOCIATION SHOWING THAT ALL ASSESSMENTS AND FEES, INCLUDING SPECIAL ASSESSMENTS OR PAYMENTS DUE TO OTHERS, SUCH AS MASTER ASSOCIATIONS, ARE PAID IN FULL THROUGH THE DATE OF CLOSING.
(NOT SURVEY RELATED)

19. PUBLIC UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH TELEPHONE AND ELECTRICAL SERVICE, TOGETHER WITH THE RIGHT TO OVERHANG AERIAL SERVICE WIRES AND THE RIGHT OF ACCESS TO SUCH WIRES, AS CREATED BY GRANT TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN ON THE PLAT OF SUBDIVISION FILED NOVEMBER 21, 1984 AS DOCUMENT LR3406407 OVER THE WEST 10 FEET AND SOUTH 10 FEET OF LOT 18; THE SOUTH 10 FEET AND THE EAST 10 FEET OF LOT 19; THE EAST 10 FEET OF LOT 20.
(PLOTTED ON SURVEY)

20. PUBLIC UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH GAS SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT AS CREATED BY GRANT TO NORTHERN ILLINOIS GAS COMPANY AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN ON THE PLAT OF SUBDIVISION FILED NOVEMBER 21, 1984 AS DOCUMENT LR3406407 OVER THE WEST 10 FEET AND SOUTH 10 FEET OF LOT 18; THE SOUTH 10 FEET AND THE EAST 10 FEET OF LOT 19; THE EAST 10 FEET OF LOT 20.
(PLOTTED ON SURVEY)

21. EASEMENT IN FAVOR OF CABLENET OF ILLINOIS, INCORPORATED, AND THE VILLAGE OF SCHAUMBURG, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS AND CABLES, SEWER AND WATER MAINS WITH ALL NECESSARY MANHOLES, PHONE, ELECTRIC, SEWER, GAS AND WATER SERVICE, THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WITHIN SAID EASEMENT AREA SAID CONDUITS, CABLES, MANHOLES, WATER VALVES AND OTHER EQUIPMENT, TOGETHER WITH THE RIGHT TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF THE SAID PUBLIC UTILITY EQUIPMENT, AND ALL INSTALLATIONS SHALL BE UNDERGROUND OR ON THE SURFACE, BUT NOT OVERHEAD, AS SHOWN ON THE PLAT OF SUBDIVISION FILED NOVEMBER 21, 1984 AS DOCUMENT LR3406407, OVER THE WEST 10 FEET AND THE SOUTH 10 FEET OF LOT 18; THE SOUTH 10 FEET AND THE EAST 10 FEET OF LOT 19; THE EAST 10 FEET OF LOT 20.
(PLOTTED ON SURVEY)

22. THE PLAT OF SUBDIVISION FILED AS DOCUMENT LR3406407 CONTAINS THE FOLLOWING: NOTE: OPEN CUTTING OF STREETS AFTER FINAL LIFT OF PAVING IS PROHIBITED.
(AFFECTS PROPERTY, NOT PLOTTABLE)

23. PROVISIONS CONTAINED IN THE PLAT OF SUBDIVISION FILED AS DOCUMENT LR3406407 THAT NO PERMANENT BUILDINGS OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON THE EASEMENT AREAS, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.
(AFFECTS PROPERTY, NOT PLOTTABLE)

24. A 25 FOOT PARKING SETBACK LINE AS SHOWN ON THE PLAT OF SUBDIVISION FILED NOVEMBER 21, 1984 AS DOCUMENT LR3406407 OVER THE WESTERLY LINE OF LOT 18; THE EAST LINE OF LOT 19; THE EAST LINE OF LOT 20.
(PLOTTED ON SURVEY)

25. A 30 FOOT BUILDING SETBACK LINE AS SHOWN ON THE PLAT OF SUBDIVISION FILED NOVEMBER 21, 1984 AS DOCUMENT LR3406407 OVER THE WESTERLY LINE OF LOT 18; THE EAST LINE OF LOT 19; THE EAST LINE OF LOT 20.
(PLOTTED ON SURVEY)

26. DRAINAGE EASEMENT AS SHOWN ON THE PLAT OF SUBDIVISION FILED NOVEMBER 21, 1984 AS DOCUMENT LR3406407 OVER A PORTION OF THE EAST 10 FEET OF LOT 18; THE NORTH 5 FEET OF LOT 19; THE SOUTH 5 FEET OF LOT 20.
(THIS EASEMENT WAS VACATED PER DOCUMENT NUMBER 88366637.

TABLE A ITEMS:

ITEM 1.) 5/8" X 24" IRON REBARS WITH YELLOW CAPS WILL BE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

ITEM 2.) 1700 N. PENNY LANE, SCHAUMBURG, IL

ITEM 3.) ACCORDING TO A SCALED INTERPRETATION OF A FLOOD INSURANCE RATE MAP (FIRM), COOK COUNTY, ILLINOIS AND INCORPORATED AREAS, PANEL 191 OF 832, MAP NUMBER 17031C0191J, WITH A MAP REVISED DATE OF AUGUST 19, 2008, THIS IS LOCATED IN "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

ITEM 4.) AREA OF SUBJECT PROPERTY = 293,808 SQ. FT. OR 6.745 ACRES

ITEM 7a., b. c.) FOR BUILDING INFORMATION PLEASE SEE SURVEY.

ITEM 8.) FOR DETAIL OF IMPROVEMENTS AND FEATURES PLEASE SEE SURVEY.

ITEM 9.) 4 HANDICAP PARKING STALLS
73 REGULAR PARKING STALLS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

TO: CHI/ACQUISITIONS, L.P.; FELSOMAT HOLDING USA, INC., A DELAWARE CORPORATION AND CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 7b1, 7C, 8 AND 9 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON MAY 05, 2026.

DATED THIS 5th DAY OF MAY IN THE YEAR 2026.

C A R L J C O O K
35-003543
PROFESSIONAL
LAND SURVEYOR
STATE OF ILLINOIS
DOWNERS GROVE

_____

Carl J. Cook
Illinois Professional Land Surveyor No. 35-003543
Jacob & Hefner Associates, Inc.
www.jacobandhefner.com
ccook@jhainc.com
My License Expires November 30, 2026

JACOB & HEFNER
ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073 Exp. 4/30/27

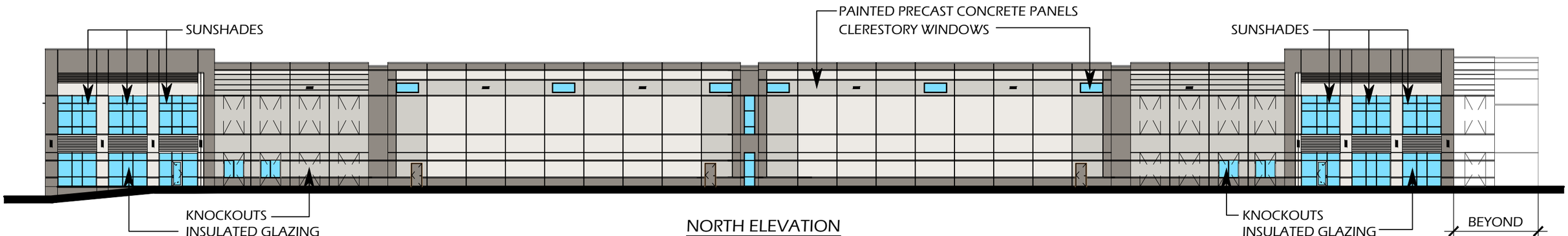
Survey No.:	H790		
Ordered By.:	ARCO/MURRAY		
Description:	ALTA/NSPS LAND TITLE SURVEY		
Date Prepared:	MAY 12, 2026		
Scale:	1" = 40'	Field Work:	TM
		Prepared By:	SC,CC

SHEET 2 OF 2

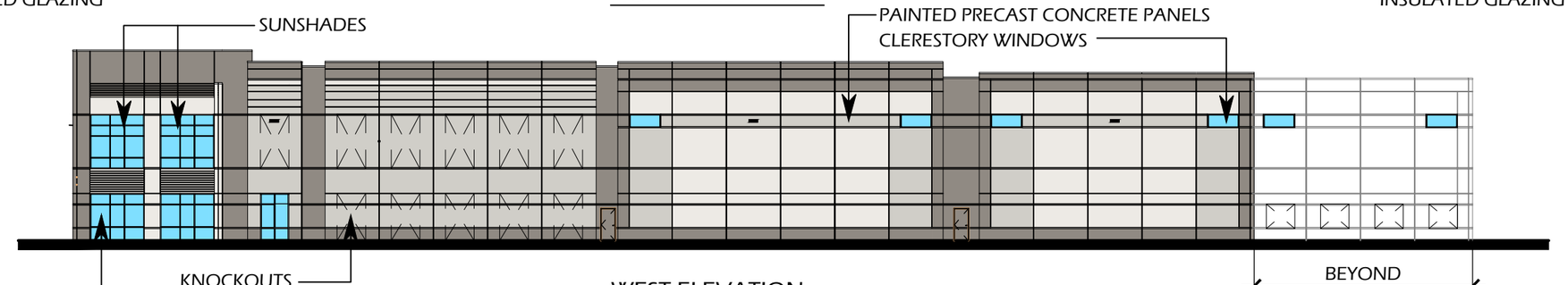
H:\H790\DWG\ALTA\H790 ALTA SURVEY.dwg

PROPOSED WAREHOUSE | SCHAUMBURG, IL

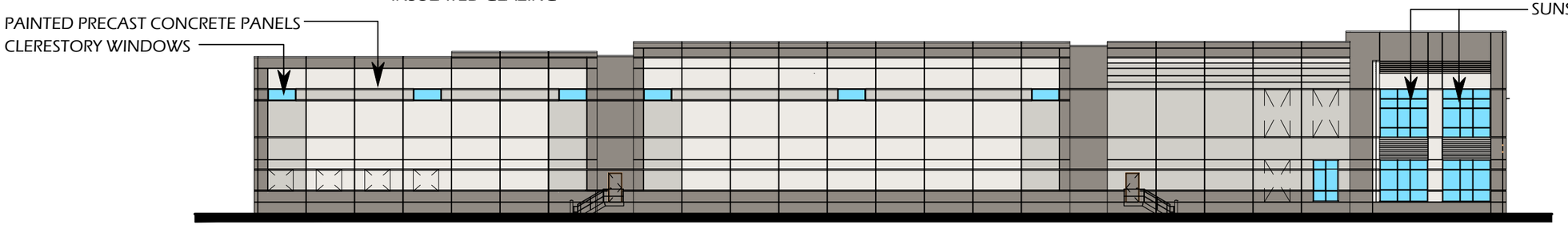
GMA JOB NUMBER: GAP2145 | DATE: 07.27.2026 | SCALE:1" = 30'-0"



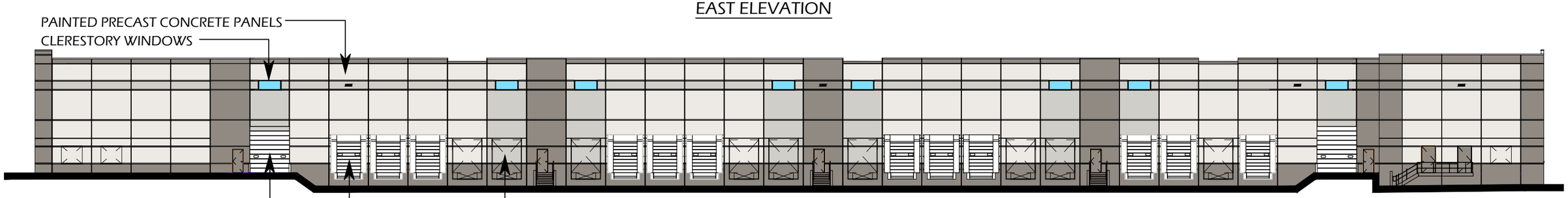
NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

CROW HOLDINGS
INDUSTRIAL

A.1 | PRELIMINARY ELEVATIONS

ARCO MURRAY
DESIGN BUILD

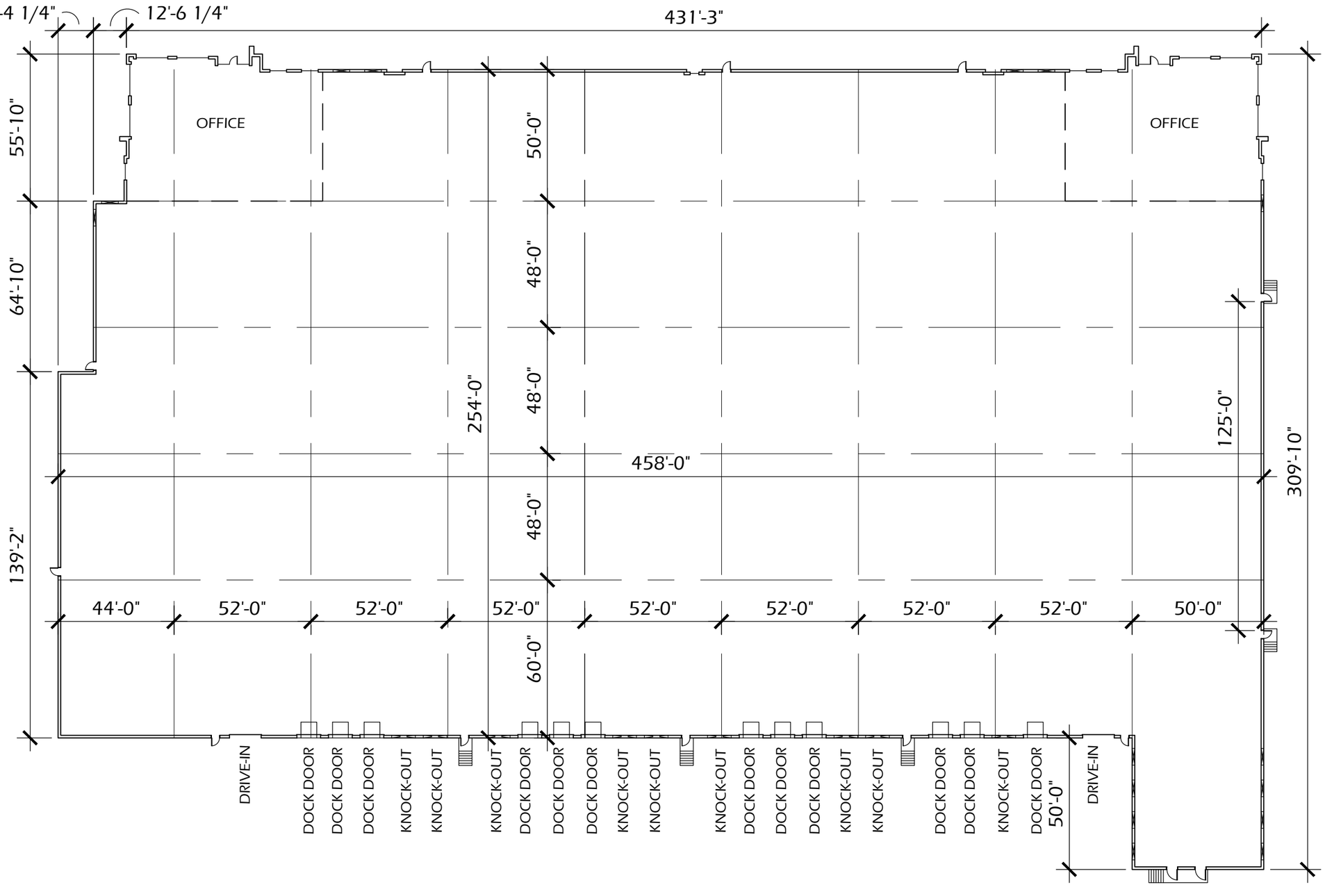
GMA ARCHITECTS

CONCEPTUAL DRAFT ONLY

THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF GMA ARCHITECTS, LLC. NO PART OF THIS WORK MAY BE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION FROM GMA ARCHITECTS, LLC.

PROPOSED WAREHOUSE | SCHAUMBURG, IL

GMA JOB NUMBER: GAP2145 | DATE: 07.27.2026 | SCALE:1" = 40'-0"



CROW HOLDINGS
INDUSTRIAL

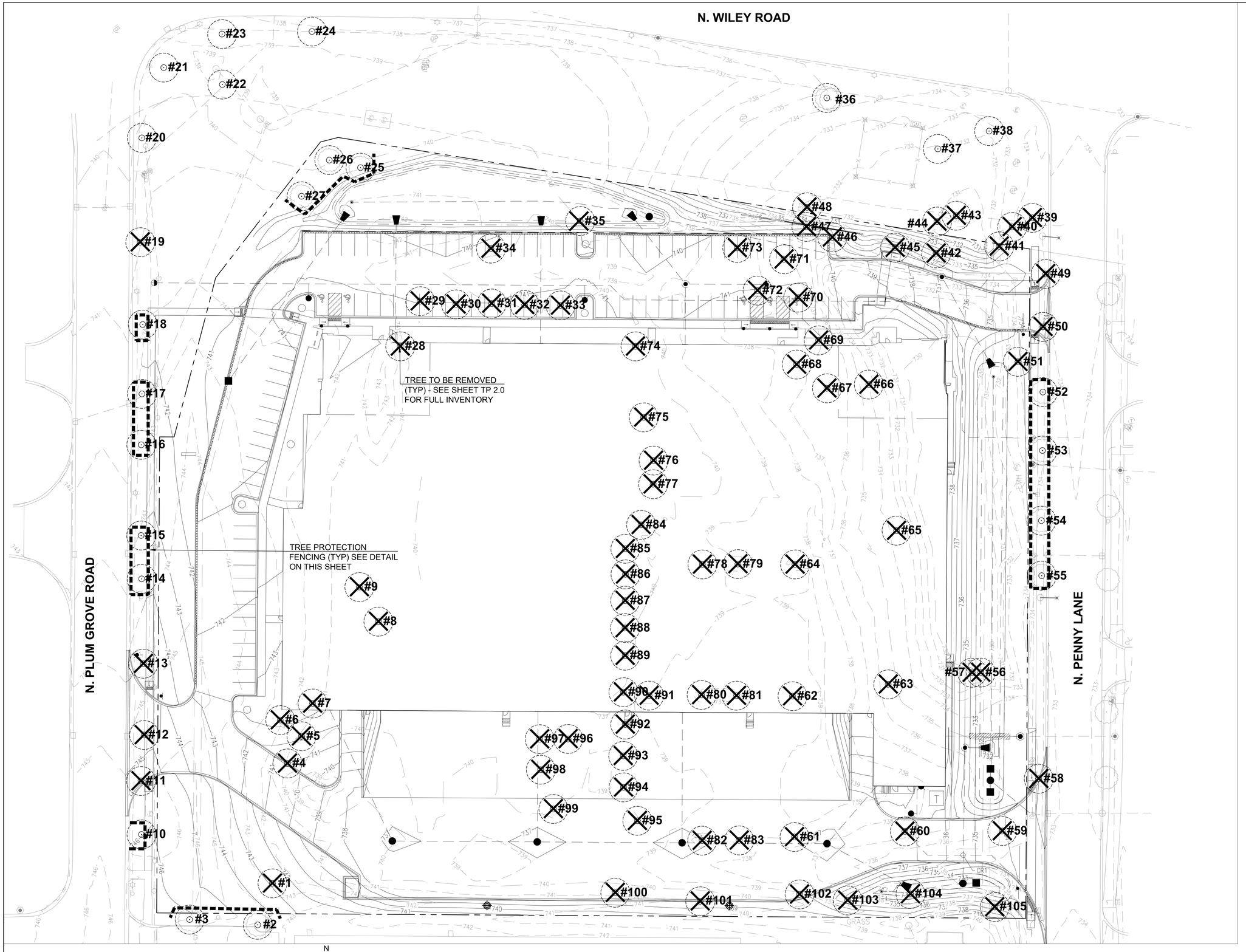
A.2 | PRELIMINARY FLOOR PLAN

ARCO MURRAY
DESIGN BUILD

CONCEPTUAL DRAFT ONLY

THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF GMA ARCHITECTS, LLC. NO PART OF THIS WORK MAY BE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION FROM GMA ARCHITECTS, LLC.

GMA ARCHITECTS

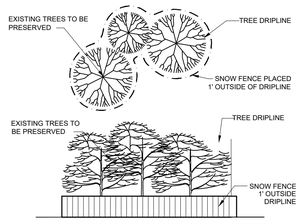


TREE PRESERVATION PLAN

SCALE: 1" = 30'-0"

TREE PROTECTION NOTES

1. BEFORE ANY EXCAVATION, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
2. FOUR FOOT HIGH SNOW FENCING OR OTHER RIGID MATERIAL IS TO BE ERECTED AROUND THE DRIPLINE OF ALL TREES TO BE SAVED IN ACCORDANCE WITH THE [MUNICIPALITY] ZONING ORDINANCE.
3. A TREE REMOVAL PERMIT MUST BE OBTAINED FROM THE PLANNING OFFICE PRIOR TO ALL TREE REMOVAL ACTIVITY INVOLVING TREES SIX (6) INCHES OR MORE D.B.H. IN ACCORDANCE WITH SCHAUMBURG ZONING ORDINANCE.
4. TREES TO BE REMOVED MUST BE MARKED IN THE FIELD WITH RED PAINT OR FLAGS AND INSPECTED BY THE SCHAUMBURG FORESTRY OFFICE PRIOR TO ANY TREES BEING REMOVED.
5. IF NECESSARY TO CONDUCT WORK OR DIGGING WITHIN THE ROOT ZONE OF TREES TO REMAIN, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED AND ADDITIONAL PROTECTIVE MEASURES, SUCH AS ROOT PRUNING OR BRIDGING, MUST BE EMPLOYED BY A LICENSED TREE SERVICE.
6. PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
7. CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOCKPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
8. EXERCISE CAUTION WHEN WORKING AND DIGGING NEAR TREES LOCATED ON ADJACENT PROPERTY.
9. THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY.
10. ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
11. TREE INVENTORY CONDUCTED BY DAVE COULTER, OSAGE INC. ISA CERTIFIED ARBORIST #IL-0094 (EXP 12-31-28)
12. EXISTING TREES HAVE BEEN LOCATED WITH GIS COORDINATES. LOCATIONS ARE APPROXIMATE BUT ACCURATE. FIELD VERIFICATION IS RECOMMENDED PRIOR TO REMOVAL ACTIVITY.



1 TP1.0 TREE FENCING DETAIL

SCALE: NO SCALE

Kathryn Talty
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1926 Waukegan Road | Suite 340
Glenview, Illinois 60025
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REGISTERED LANDSCAPE ARCHITECT
KATHRYN MAXWELL TALTY
157-0015
STATE OF ILLINOIS

no.	revision description	initial	date
	ISSUED FOR REVIEW	DSP	07-30-26

1700 N. PENNY LANE
SCHAUMBURG, ILLINOIS

TREE SURVEY
TREE PROTECTION NOTES
TREE FENCING DETAIL

date	drawn	checked
06-05-26	DSP	KMT

job no. 26340

sheet no. TP 1.0

TREE INVENTORY

Tag #	Cal. size	Species	Condition	Form	Action
1	10	Crabapple	4	4	Remove
2	14	Hackberry	1	1	Remove
3	8,7,7	Crabapple	4	4	Preserve
4	5	Japanese Tree Lilac	3	3	Remove
5	6	Japanese Tree Lilac	5	5	Remove
6	5	Japanese Tree Lilac	5	4	Remove
7	6	Japanese Tree Lilac	3	2	Remove
8	8	Crabapple	6	6	Remove
9	6	Crabapple	4	4	Remove
10	3	Kentucky Coffeetree	1	1	Preserve
11	4	Freeman Maple	3	2	Remove
12	4	Freeman Maple	3	2	Remove
13	3	Kentucky Coffeetree	2	1	Remove
14	4	Hybrid Elm	2	2	Preserve
15	3	Kentucky Coffeetree	2	2	Preserve
16	3	Kentucky Coffeetree	3	3	Preserve
17	5	Sycamore	2	2	Preserve
18	2,2,1	Sycamore	3	4	Preserve
19	3	Honeylocust	5	5	Remove
20	3	Gingko	3	2	Preserve
21	4	Honeylocust	2	3	Preserve
22	4	Honeylocust	1	1	Preserve
23	3	Honeylocust	2	2	Preserve
24	4	Honeylocust	2	1	Preserve
25	11	Hackberry	2	1	Preserve
26	13	Hackberry	1	1	Preserve
27	13	Hackberry	1	1	Preserve
28	13	Crabapple	3	2	Remove
29	6,5,5,3,2	Crabapple	3	2	Remove
30	10	Japanese Tree Lilac	2	2	Remove
31	8	Japanese Tree Lilac	2	2	Remove
32	10	Japanese Tree Lilac	1	1	Remove
33	11	Japanese Tree Lilac	2	1	Remove
34	11	Crabapple	2	2	Remove
35	11	Freeman Maple	1	1	Remove
36	27,17	Siberian Elm	5	5	Preserve
37	3	Colorado Spruce	2	2	Preserve
38	18	Boxelder	5	5	Preserve
39	10	Boxelder	3	3	Remove
40	14,3,6	Siberian Elm	4	4	Remove
41	10	Boxelder	3	3	Remove
42	17	Hackberry	2	3	Remove
43	18,17,18	Boxelder	5	5	Remove
44	14,12	Boxelder	4	4	Remove
45	19	Mulberry	3	3	Remove
46	22,18,20,15	Boxelder	5	5	Remove
47	17,7	Boxelder	5	5	Remove
48	15	Boxelder	4	4	Remove
49	2	Red Oak	6	6	Remove
50	3	Red Oak	1	1	Remove
51	23	Hackberry	1	3	Remove
52	4	River Birch	3	3	Preserve
53	1,1,1,1,1	Yellowwood	3	3	Preserve
54	4	Swamp White Oak	1	1	Preserve
55	4	Baldcypress	1	1	Preserve
56	10,9	Cottonwood	2	3	Remove
57	18	Cottonwood	1	2	Remove
58	4	Swamp White Oak	2	2	Remove
59	5	Red Maple	2	2	Remove
60	5	Red Maple	3	2	Remove
61	4	Red Maple	2	2	Remove
62	6	Freeman Maple	1	1	Remove
63	10	Hackberry	4	4	Remove
64	7	Red Maple	1	1	Remove
65	21	Hackberry	1	1	Remove
66	14	Hackberry	1	3	Remove
67	15	Hackberry	1	2	Remove
68	16	Crabapple	3	2	Remove
69	13	Hackberry	1	1	Remove
70	16	Hackberry	1	1	Remove
71	15	Hackberry	1	1	Remove
72	10	Crabapple	3	3	Remove
73	12	Crabapple	2	1	Remove
74	6	Crabapple	1	1	Remove
75	4,4,1,1	Callery Pear	1	2	Remove
76	7	Black Hills Spruce	1	1	Remove
77	7	Black Hills Spruce	1	1	Remove
78	5	Freeman Maple	2	1	Remove
79	6	Red Maple	1	2	Remove
80	7	Freeman Maple	1	1	Remove
81	4	Red Maple	1	1	Remove
82	7	Freeman Maple	4	3	Remove
83	4	Red Maple	4	4	Remove
84	11	Crabapple	3	3	Remove
85	11	Japanese Tree Lilac	2	1	Remove
86	8	Japanese Tree Lilac	2	1	Remove
87	8	Japanese Tree Lilac	2	1	Remove
88	9	Japanese Tree Lilac	3	2	Remove
89	9	Japanese Tree Lilac	2	1	Remove
90	9	Japanese Tree Lilac	2	1	Remove
91	6	Freeman Maple	1	1	Remove
92	11	Japanese Tree Lilac	2	1	Remove
93	9	Japanese Tree Lilac	2	2	Remove
94	9	Japanese Tree Lilac	2	2	Remove
95	5	Red Maple	2	2	Remove
96	13	Crabapple	3	2	Remove
97	9	Crabapple	3	3	Remove
98	10	Crabapple	4	3	Remove
99	4	Red Maple	3	2	Remove
100	4	Red Maple	2	2	Remove
101	7	Red Maple	2	1	Remove
102	5	Red Maple	2	2	Remove
103	5	Red Maple	2	2	Remove
104	4	Red Maple	2	2	Remove
105	5	Red Maple	3	2	Remove

Tree Condition. A visual assessment and rating of the overall health and vigor of the tree, as follows:

1 – Excellent
2 - Good
3 – Fair
4 – Poor
5 - Dead

Tree Form. A visual assessment and rating of the form of the tree, as follows:

1 – Excellent
2 - Very Good
3 – Good
4 – Below Average
5 - Poor
6 - Dead

Prepared by: David Coulter, Osage Inc.
ISA Certifed Arborist #IL-0094 (Exp. 12/31/28)

Kathryn Talty
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REGISTERED LANDSCAPE ARCHITECT
KATHRYN MAXWELL TALTY
157-001196
STATE OF ILLINOIS

no.	revision description	initial	date
	ISSUED FOR REVIEW	DSP	07-30-26

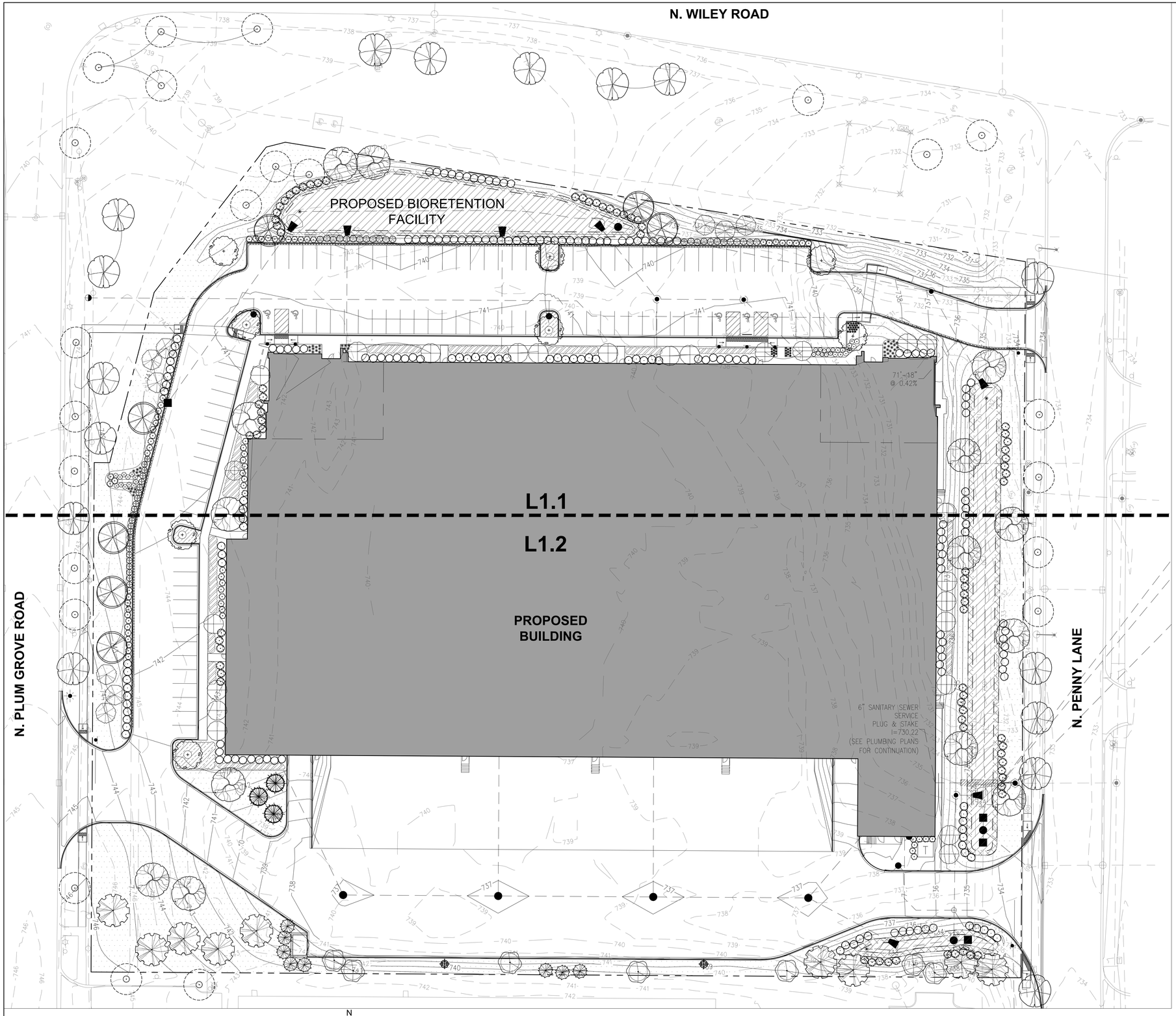
1700 N. PENNY LANE
SCHAUMBURG, ILLINOIS

TREE INVENTORY

date: 06-05-26 | drawn: DSP | checked: KMT

job no. 26340

sheet no. TP 2.0



OVERALL LANDSCAPE PLAN KEY

SCALE: 1" = 30'-0"

N

0 15' 30' 60'

Village of Schaumburg Landscape Ordinance Landscape requirement Summary			
		Required	Proposed/Existing
Area Landscaping Standards	***293,804 SF***		
Greenspace - 20% of lot area		58,761 SF	76,184 SF (26%)
Trees	1:750 SF	78	87
Shade	50%	39	41
Ornamental	40%	16	43
Evergreen	10%	2	3
Shrubs	1:200 SF	294	294
Right-of-way Landscaping	***1:40 LF***		
Trees (Penny Lane)	368 LF	9	9
Trees (Wiley Road)	496 LF	12	12
Trees (Plum Grove Road)	488	12	12
Parking Lot Interior Landscaping	***110 Spaces***		
Expanded Islands w/trees	1:30 spaces	4	4
Row ends w/trees		4	4
Parking Lot Perimeter Landscaping	***630 LF***		
Trees	1:35 LF	18	19
Shade	50%	9	10
Ornamental	40%	7	9
Shrubs, perennials, berms	100%	630 LF	630 LF
Deciduous	70%	0	74%
Evergreen	30%	0	26%
Foundation Landscaping	***774 LF***		
Landscape bed (LF)	min 10' width	774	774
Type A Bufferyard - 10' wide	***600 LF***		
Required Trees	1:35 LF	17	19
Shade	50%	9	9
Ornamental	40%	7	7
Evergreen	10%	2	3

GROUND TREATMENT KEY

BASE OF DETENTION AREAS BELOW THE NWL

Areas below the NWL to be planted with emergent plugs. See Sheet L2.0 for schedule and Sheet L2.1 for preferred installation method.

DETENTION AREAS BETWEEN THE NWL & HWL

Area of detention between the NWL & HWL to be seeded with "Swale Seed Mix" as supplied by Stantec Native Plant Nursery. See Sheet L2.0 for schedule.

OPEN AREAS - NO MOW

All open areas, not including detention, to be seeded with "Low-Profile Prairie Seed Mix" as supplied by Stantec Native Nursery. See Sheet L2.0 for schedule.

TURF GRASS - MOWED LAWN

All areas of restoration, not designated to be planted or mulched, are to be seeded with standard turf seed grass and covered with an erosion control blanket.

Kathryn Talty
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REGISTERED LANDSCAPE ARCHITECT
KATHRYN MAXWELL TALTY
157-001196
STATE OF ILLINOIS

no.	revision description	initial	date
	ISSUED FOR REVIEW	DSP	07-30-26

1700 N. PENNY LANE
SCHAUMBURG, ILLINOIS

OVERALL LANDSCAPE PLAN
LANDSCAPE REQUIREMENTS
GROUND TREATMENT KEY

date. 06-05-26 | drawn DSP | checked KMT

job no. 26340

sheet no. L1.0

N. WILEY ROAD

N. PLUM GROVE ROAD

N. PENNY LANE

EXISTING HONEY LOCUST (4) TO REMAIN

2-QBI

1-PLA

2-CAT

EXISTING SIBERIAN ELM TO REMAIN

EXISTING BOXELDER TO REMAIN

EXISTING COLORADO SPRUCE TO REMAIN

EXISTING GINKGO TO REMAIN

2-TAX

12-IV

EXISTING HACKBERRY (3) TO REMAIN

12-CE

2-LIT

3-AC

PROPOSED BIORETENTION FACILITY

2-PLA

TURF

1-GBI

11-JCP

12-CE

1-BEN

12-AM

11-CS

12-CA

2-GTI

70-es

11-CS

12-AM

8-JCP

2-GBI

1-CAT

TURF

EXISTING SYCAMORE (2) TO REMAIN

85-es

5-SM

16-cg

2-CC

8-HQ

PROPOSED PERENNIAL PLANTING

8-VD

2-CC

70-es

7-VD

1-CRC

5-VD

2-CC

8-HQ

2-CRC

20-ss

10-CM

10-RDS

22-ss

19-cg

5-SM

2-COM

1-AFR

8-DL

SEE SHEET L2.0 FOR BIKE RACK

1-LIT

71'-18" @ 0.42%

1-CEO

1-MS

3-AC

8-HV

10-JCS

EXISTING RIVER BIRCH TO REMAIN

6-AM

1-AEH

1-BEN

8-AP

1-PLA

9-JCG

PROPOSED BUILDING

EXISTING KENTUCKY COFFEETREE TO REMAIN

TURF

12-HPL

12-pv

1-MG

3-JHH

12-AL

2-VD

1-QBI

1-BEN

1-BEN

3-CA

1-MV

EXISTING YELLOWWOOD TO REMAIN

SOUTH LANDSCAPE PLAN - SEE SHEET L1.2

NORTH LANDSCAPE PLAN

SCALE: 1" = 20'-0"

N

0 10' 20' 40'

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OVERALL LANDSCAPE PLAN
LANDSCAPE REQUIREMENTS
GROUND TREATMENT KEY
CONSTRUCTION NOTES

date. 06-05-26
drawn DSP
checked KMT

job no. 26340

sheet no. L1.1

NORTH LANDSCAPE PLAN - SEE SHEET L1.1

PROPOSED BUILDING

N. PLUM GROVE ROAD

N. PENNY LANE

EXISTING KENTUCKY COFFEETREE TO REMAIN

EXISTING ELM TO REMAIN

12-HPL
1-GYD
2-VD
1-GTI
62-es
3-VD
8-JCG
12-JCS
1-MG
6-HV
1-CEO
2-AEH
10-DL
3-MS
3-AC
11-CR
1-AFR
184-lr
1-QBI
2-QIM
3-POM
1-TAX
TURF
5-PAS
1-TAX
1-CEO
EXISTING CRABAPPLE TO REMAIN
3-ASB
EXISTING HACKBERRY TO REMAIN
2-CRC
1-MD
3-PAS
1-CRC
1-MD
2-LIT
5-AP
2-OV
5-AP
2-TAX
1-CAT

6" SANITARY SEWER SERVICE PLUG & STAKE I=730.22 (SEE PLUMBING PLANS FOR CONTINUATION)

PROPOSED BIORETENTION FACILITY

1-GYD
3-CA
7-CR
1-TAX
EXISTING OAK TO REMAIN
3-OV
EXISTING BALDCYPRESS TO REMAIN
6-IV
6-CR
1-GYD
3-CEO
8-CE
1-MV
6-IV
8-AP
1-PLA
1-GYD
7-JCG
8-CA
5-CA
6-IV
5-CA

SOUTH LANDSCAPE PLAN

SCALE: 1" = 20'-0"

N

0 10' 20' 40'

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OVERALL LANDSCAPE PLAN
LANDSCAPE REQUIREMENTS
GROUND TREATMENT KEY
CONSTRUCTION NOTES

date: 06-05-26
drawn: DSP
checked: KMT

job no. 26340

sheet no. L1.1

Master Plant List

Symbol	Quantity	Botanical Name	Common Name	Size	Origin	Notes
			Shade Trees			
AFR	2	ACER X FREEMANII 'AUTUMN BLAZE'	AUTUMN BLAZE FREEMAN MAPLE	3" BB		
ASB	3	ACER SACCHARUM 'BARRETT COLE'	APOLLO SUGAR MAPLE	3" BB	NATIVAR	COLUMNAR
BEN	4	BETULA NIGRA	RIVER BIRCH	10' BB	NATIVE	
CAT	4	CATALPA SPECIOSA	NORTHERN CATALPA	3" BB	NATIVE	
CEO	5	CELTUS OCCIDENTALIS	HACKBERRY	3" BB	NATIVE	
GBI	3	GINKGO BILOBA 'AUTUMN GOLD'	GINKGO	3" BB		MALE SPEC. ON
GTI	3	GLEDITSIA TRIACANTHOS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	3" BB		
GYD	4	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	3" BB	NATIVE	
LIT	5	LIRODENDRON TULIPIFERA	TULIPTREE	3" BB	NATIVE	
PLA	5	PLATANUS x ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE	3" BB		
QBI	4	QUERCUS BICOLOR	SWAMP WHITE OAK	3" BB	NATIVE	
QIM	2	QUERCUS IMBRICARIA	SHINGLE OAK	3" BB	NATIVE	
TAX	7	TAXODIUM DISTICHUM	BALD-CYPRESS	3" BB		
			Evergreen Trees			
PAS	8	PICEA AIBES	NORWAY SPRUCE	8' BB		
POM	3	PICEA OMORIKA	SERBIAN SPRUCE	8' BB		
			Ornamental Trees			
AC	9	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	6' BB	NATIVE	
CC	6	CERCIS CANADENSIS	EASTERN REDBUD	8' BB	NATIVE	
COM	4	CORNUS MAS	CORNELIANCHERRY DOGWOOD	6' BB		
CRC	6	CRATAEGUS CRUSGALLI VAR. INERMIS	THORNLESS HAWTHORN	6' BB	NATIVE	
MG	2	MAGNOLIA STELLATA	STAR MAGNOLIA	4' BB		
MV	2	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	6' BB	NATIVE	
MS	4	MALUS SARGENT	SARGENT CRABAPPLE	6' BB		
OV	5	OSTRYA VIRGINIANA	IRONWOOD	8' BB	NATIVE	
			Evergreen Shrubs			
JCG	24	JUNIPERUS CHINENSIS 'GOLD STAR'	GOLD STAR JUNIPER	24" BB		
JCP	19	JUNIPERUS CHINENSIS 'PFITZER COMPACT'	COMPACT PFITZER JUNIPER	5 GAL		
JCS	22	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL		
JHH	3	JUNIPERUS HORIZONTALIS 'HUGHES'	TRAILING JUNIPER	3 GAL	NATIVAR	
			Deciduous Shrubs			
AP	26	AESCULUS PARVIFLORA	BOTTLEBRUSH BUCKEYE	4' BB	NATIVE	
AM	30	ARONIA MELANOCARPA 'IROQUOIS BEAUTY'	IROQUOIS BEAUTY BLACK CHOKEBERRY	5 GAL	NATIVAR	
AL	12	ARONIA MELANOCARPA 'UCONNAM165'	LOWSCAPE BLACK CHOKEBERRY	5 GAL	NATIVAR	
CE	32	CEPHALANTHUS OCCIDENTALIS	BUTTONBUSH	3 GAL	NATIVE	
CA	36	CLETHRA ALNIFOLIA 'RUBY SPICE'	RUBY SPICE CLETHRA	5 GAL	NATIVAR	PINK FLOWER
CR	24	CORNUS RACEMOSA	GRAY DOGWOOD	5 GAL	NATIVE	
CS	22	CORNUS SERICEA 'ISANTI'	ISANTI RED TWIG DOGWOOD	24" BB	NATIVAR	
CM	10	CEANOTHUS AMERICANUS	NEW JERSEY TEA	2 GAL	NATIVE	
DL	18	DIERVILLA LONICERA	DWARF BUSH-HONEYSUCKLE	3 GAL	NATIVE	
HV	14	HAMMAMELIS VERNALIS	VERNAL WITCHHAZEL	4' BB	NATIVE	
HPL	24	HYDRANGEA PANICULATA 'LITTLE LIME'	LITTLE LIME HYDRANGEA	5 GAL		
HQ	16	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	36" BB		
IV	30	ILEX VERTICILLATA	WINTERBERRY	5 GAL	NATIVE	NEED 1 MALE
RDS	10	ROSA 'DRIFT SWEET'	GROUNDCOVER ROSE	2 GAL		PINK FLOWER
SM	10	SYRINGA MEYERI 'PALIBIN'	DWARF KOREAN LILAC	24" BB		
VD	27	VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	48" BB	NATIVAR	
			Groundcover			
es	287	ERAGROSTIS SPECTABILIS	PURPLE LOVEGRASS	3" POTS	NATIVE	
lr	184	LIRIOPE SPICATA	CREEPING LILYTURF	3" POTS		
			Perennials			
as		ALLIUM 'SUMMER BEAUTY'	SUMMER BEAUTY ONION	1 GAL		
ep		ECHINACEA PALLIDA	PALE PURPLE CONEFLOWER	1 GAL	NATIVE	
hs		HEMEROCALLIS 'STELLA D'ORO'	SELLA D'ORO DAYLILY	1 GAL		
ls		LEUCANTHEMUM X SUPERBUM 'BECKY'	SHASTA DAISY	1 GAL		
nf		NEPETA X FAASSENII	FAASSEN'S CATMINT	1 GAL		
sn		SALVIA NEMEROSA 'CARADONNA'	CARADONNA SALVIA	1 GAL		
			Grasses			
cg	35	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	3 GAL		
pv	12	PANICUM VIRGATUM	SWITCH GRASS	3 GAL	NATIVE	
ss	42	SCHIZACHYRIUM SCOPARUM 'PRAIRIE BLUES'	LITTLE BLUESTEM	1 GAL	NATIVAR	

Emergent Plugs - Permanent Standing Water

Symbol	Quantity	Botanical Name	Common Name	Size	Mean height	Notes
	12	ACORUS AMERICANUS	SWEET FLAG	3" PLUG	2'	12" O.C. - FORB
	8	ALISMA SUBCORDATUM	MUD PLAINTAIN	3" PLUG	3'	24" O.C. - FORB
	8	ASCLEPIAS INCARNATA	SWAMP MILKWEED	3" PLUG	4'	24" O.C. - FORB
	12	CALTHA PALUSTRIS	MARSH MARIGOLD	3" PLUG	2'	12" O.C. - FORB
	3	CAREX AQUATILIS	WATER SEDGE	3" PLUG	5'	48" O.C. - GRS
	6	CAREX LACUSTRIS	COMMON LAKE SEDGE	3" PLUG	3'	36" O.C. - GRS
	6	CAREX VULPINOIDEA	FOX SEDGE	3" PLUG	3'	36" O.C. - GRS
	8	IRIS VERSICOLOR	BLUE FLAG IRIS	3" PLUG	3'	24" O.C. - FORB
	8	JUNCUS EFFUSUS	COMMON RUSH	3" PLUG	2'	24" O.C. - GRS
	6	LOBELIA CARDINALIS	CARDINAL FLOWER	3" PLUG	4'	36" O.C. - FORB
	8	PONTEDERIA CORDATA	PICKERELWEED	3" PLUG	3'	24" O.C. - FORB
	8	SAGITTARIA LATIFOLIA	COMMON ARROWHEAD	3" PLUG	3'	24" O.C. - FORB
	3	SCHOENOPLECTUS ACUTUS	HARD-STEMMED BULRUSH	3" PLUG	6'	48" O.C. - GRS
	3	SCHOENOPLECTUS TABERNAEMONTANI	GREAT BULRUSH	3" PLUG	6'	48" O.C. - GRS
	8	SOLIDAGO OHIOENSIS	OHIO GOLDENROD	3" PLUG	3'	24" O.C. - FORB
	8	SPARGANIUM EURYCARPUM	GREAT BUR REED	3" PLUG	4'	24" O.C. - FORB

Notes:
- Plant quantites are estimated based on spacing recommended. Quantity reflects 1,000 SF - Multiply across total area to be treated with emergents
- Plugs to be planted in groupings of "like species"
- Final layout to be approved by Landscape Architect

Swale Seed Mix

Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses/Sedges:		
Andropogon gerardii	Big Bluestem	4.00
Carex cristatella	Crested Oval Sedge	0.50
Carex lurida	Bottlebrush Sedge	3.00
Carex spp.	Prairie Sedge Species	3.00
Carex stipata	Common Fox Sedge	2.00
Carex vulpinoidea	Brown Fox Sedge	6.00
Elymus canadensis	Canada Wild Rye	16.00
Elymus virginicus	Virginia Wild Rye	16.00
Juncus effusus	Common Rush	1.00
Panicum virgatum	Switch Grass	3.00
Scirpus atrovirens	Dark Green Rush	2.00
Scirpus cyperinus	Wool Grass	0.50
Spartina pectinata	Prairie Cord Grass	3.00
	Total:	***60.00***
Temporary Cover:		
Avena sativa	Common Oat	512.00
	Total:	***512.00***
Forbs:		
Alisma subcordatum	Common Water Plantain	1.00
Asclepias incarnata	Swamp Milkweed	3.00
Coreopsis tripteris	Tall Coreopsis	1.00
Euthamia graminifolia	Common Grass-Leaved Goldenrod	0.50
Eutrochium maculatum	Spotted Joe-Pye Weed	1.00
Iris virginica v. shrevei	Blue Flag Species	3.00
Liatris spicata	Marsh Blazing Star	1.00
Lycopus americanus	Common Water Horehound	0.50
Mimulus ringens	Monkey Flower	0.50
Penthorum sedoides	Ditch Stonecrop	1.00
Pycnanthemum virginianum	Common Mountain Mint	0.50
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Rudbeckia triloba	Brown-Eyed Susan	1.00
Senna hebecarpa	Wild Senna	1.00
Symphyotrichum novae-angliae	New England Aster	0.50
Verbena hastata	Blue Vervain	1.50
Zizia aurea	Golden Alexanders	2.00
	Total:	***20.00***

Mix Statistics

Native Component	PLS lbs./Acre	PLS Seeds/Acre	PLS Seeds/Sq. Ft.	% of Native Mix
Forbs	1.25	1,181,855	27.13	31.09%
Grasses	3.75	2,619,949	60.15	68.91%
Total Natives	5.00	3,801,804	87.28	100.00%
Cover	32.00	576,000	13.22	
Totals	37.00	4,377,804	100.50	

GLOBAL INDUSTRIAL — We can supply that.

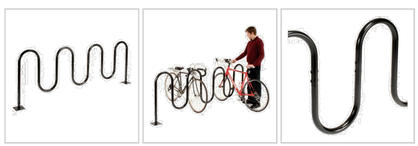
Sales: 1.888.978.7759

Model: WB652779M

EXCLUSIVE BRANDS | SALE

Global Industrial™ Wave Bike Rack, 9-Bike Capacity, Flange Mount, Black

★★★★★ (22)



Ships within 1 Business Day

Product Description

Wave Bike Racks
Flange Mounted
Use this flange mounted style for existing cement. Rugged 12 gauge steel keeps bicycles secure and ensures years of use. Designed without sharp edges for safety. Black polyester powder coat finish withstands the elements. 36"H. 1-5/8" pipe diameter. Features 6" x 6" base plate with .50" diameter mounting holes.

Specifications

Weights & Dimensions

Length	94 in
Width	6 in
Height	36 in
Weight	40 lbs
Tube Diameter	1-5/8 in

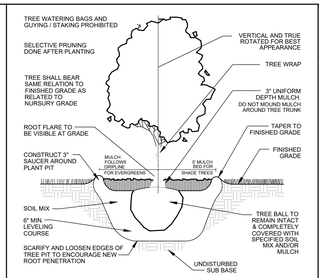
Product Details

Assembly Required	Yes
Type	Wave Bike Rack
Color	Black
Mounting Location	Flange
Capacity	9 Bikes
Material	Steel
Manufacturers Part Number	652779M
Brand	Global Industrial

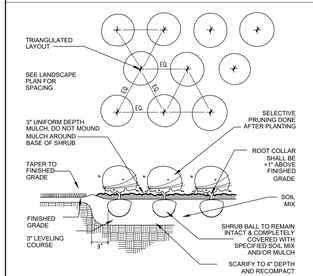
Global Industrial™ Wave Bike Rack, 9-Bike Capacity, Flange Mount, Black
4/14/26, 10:11 PM 1 / 2

Global Industrial™ Wave Bike Rack, 9-Bike Capacity, Flange Mount, Black
4/14/26, 10:11 PM 2 / 2

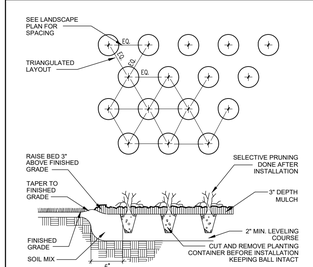
6 L2.0 BIKE RACK
SCALE: NO SCALE



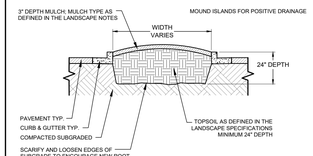
1 L2.0 TREE PLANTING DETAIL
SCALE: NO SCALE



2 L2.0 SHRUB PLANTING DETAIL
SCALE: NO SCALE

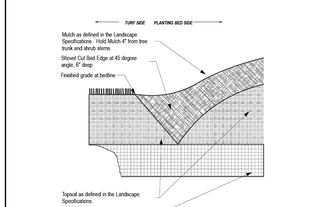


3 L2.0 GROUNDCOVER DETAIL
SCALE: NO SCALE



NOTES
1. CLEAN CONSTRUCTION DEBRIS FROM WITHIN LANDSAPE ISLAND AREAS (IE. CONCRETE, ROCKS, RUBBLE, BUILDING MATERIALS, ETC.) PRIOR TO INSTALLING TOPSOIL AND PLANT MATERIAL
2. EXCAVATE EXISTING SUBGRADE TO A MINIMUM 24" DEPTH, BACKFILL AMENDED TOPSOIL TO MINIMUM HEIGHT EQUAL WITH CURBING. MOUND FOR POSITIVE DRAINAGE OF PLANTING AREA.
3. ISLAND PLANT MATERIAL AS PER THE LANDSCAPE PLAN.
4. INSTALL PLANT MATERIAL AS PER TREE, SHRUB, AND GROUND COVER PLANTING DETAILS, AND AS DEFINED IN THE LANDSCAPE SPECIFICATIONS.
5. INSTALL MULCH OR PLANT MATERIAL AS SPECIFIED ON THE LANDSCAPE PLAN, AND AS DEFINED IN THE LANDSCAPE SPECIFICATIONS.

4 L2.0 PARKING ISLAND DETAIL
SCALE: NO SCALE



5 L2.0 SPADED PLANTING BED EDGE DETAIL
SCALE: NO SCALE

GENERAL CONSTRUCTION NOTES

1. REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE STAKED, WRAPPED, WATERED AND MULCHED PER ORDINANCE.
2. BEFORE ANY EXCAVATION ON THE SITE, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
3. FOUR FOOT HIGH FENCING OR OTHER RIGID MATERIAL IS TO BE ERECTED AROUND THE DRIP-LINE OF ALL TREES TO BE SAVED.
4. PLANT QUANTITIES ON PLANT LIST INTENDED TO BE A GUIDE. ALL QUANTITIES SHALL BE CHECKED AND VERIFIED ON PLANTING PLAN. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.
5. ANY DEVIATIONS FROM OR MODIFICATIONS TO THIS PLAN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT UPON DELIVERY OF PLANT MATERIAL TO THE SITE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOESN'T MEET STANDARDS OR SPECIFICATIONS OF THE PROJECT.
7. ALL PLANT MATERIAL TO BE INSTALLED PER THE PLANTING DETAILS PROVIDED ON THIS PLAN SET.
8. ALL BED EDGES TO BE WELL SHAPED, SPADE CUT, WITH LINES AND CURVES AS SHOWN ON THIS PLAN SET.
9. ALL PLANTING BEDS TO BE PREPARED WITH PLANTING MIX: 50% TOPSOIL, 50% SOIL AMENDMENTS (3 PARTS PEATMOSS, 1 PART COMPOST, 1 PART SAND)
10. ALL PARKING LOT ISLANDS SHALL BE BACKFILLED WITH THE FOLLOWING: 2' OF BLENDED GARDEN SOIL MIX (60% TOPSOIL, 30% COMPOST, 10% SAND) OR 6" OF *ONE STEP* BY MIDWEST TRADING, TOP DRESSED AND TILLED INTO 18" OF TOPSOIL.
11. ALL SPECIFIED LANDSCAPE MATERIAL INDICATED ON THE CONSTRUCTION DOCUMENTS WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD IT DIE OR BECOME DAMAGED.
12. ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND SHALL BE REPLACED SHOULD IT DIE WITHIN THAT PERIOD.
13. PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
14. ALL LAWN AREAS TO BE SEEDED WITH STANDARD TURF GRASS SEED AND COVERED WITH EROSION CONTROL BLANKET. UNLESS OTHERWISE SPECIFIED ON THE PLAN.
15. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, EXCLUDING SHRUB BEDS, TO BE RESTORED WITH TURF GRASS SEED AND COVERED WITH AN EROSION CONTROL BLANKET.
16. CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOCKPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
17. THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY
18. ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.

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STATE OF ILLINOIS

no.	revision description	initial	date
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SCHAUMBURG, ILLINOIS

LANDSCAPE INSTALLATION AND MONITORING SPECIFICATIONS
CONSTRUCTION NOTES
PLANTING DETAILS

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NATIVE PLANT & SEED INSTALLATION MANAGEMENT AND MONITORING PLAN

ALL NATIVE PLANTING AND SEEDING INSTALLATION, MANAGEMENT AND MONITORING TO BE CONDUCTED BY A QUALIFIED, EXPERIENCED CONTRACTOR SPECIALIZING IN RESTORING AND MANAGING NATURAL LANDSCAPES IN THE MIDWEST.
THE SELECTED CONTRACTOR IS TO BE HELD ACCOUNTABLE FOR THE APPROPRIATE INSTALLATION METHODS AND MANAGEMENT AND MONITORING OF ALL NATIVE AREAS.

PLANT MATERIAL INSTALLATION - NATIVE SEEDING

PREPARE AREA FOR SEEDING - PREPARE THE SOIL AND CREATE OPTIMAL PLANT CONDITIONS, BEFORE DISTURBING ANY GROUND:

- CHECK FOR ANY BURIED UTILITIES
- CLEAR AREA OF DEBRIS THAT WOULD INTERFERE WITH PLANTING
- MOW ANY EXCESS EXISTING VEGETATION GROWTH
- APPLY BROAD-SPECTRUM OR TARGETED HERBICIDE, DEPENDING ON SPECIES PRESENT
- DE-COMPACT ANY AREAS OF SPECIAL CONCERN
  - LIGHTLY DE-COMPACT TILLED OR LOOSE SOIL WITH A ROLLER, CULTIPACKER, OR SIMILAR EQUIPMENT. IF USING A NO-TILL SEED DRILL, TILLING CAN USUALLY BE OMITTED.
  - IF GROUND IS WET, TILLING SHOULD NOT OCCUR UNTIL THE SOIL DRIES ENOUGH TO BREAK APART WHEN TILLED.

FOLLOW THE APPROPRIATE TIMING:

- THE OPTIMAL TIME TO INSTALL SEED IS FROM THE FALL (NOVEMBER 1) TO LATE SPRING (JUNE 15).
- WETLANDS SHOULD BE SEEDED IN THE WINTER WHILE THE SITE IS FROZEN AND EQUIPMENT CAN MORE EASILY ACCESS THE SITE.

METHOD FOR SEEDING AND EROSION CONTROL:

- BROADCASTING:
  - FOR SMALL (TYPICALLY TWO ACRES OR LESS) OR IRREGULARLY SHAPED AREAS, SEED CAN BE PLANTED BY HAND BROADCASTING. TO AID SEED DISTRIBUTION, COMBINE THE SEED MIX WITH FILLER MATERIALS, SUCH AS DRY SAWDUST, SAND, OR VERMICULITE.
  - USING A HAND-CRANK OR TOW-BEHIND BROADCASTER, START WITH HALF OF THE SEED AND TRY TO COVER THE ENTIRE AREA WITH THAT AMOUNT OF SEED. TAKE THE REMAINING HALF OF THE SEED, GO TO THE OPPOSITE END OF THE SITE AND COVER IT AGAIN. AFTER BROADCASTING IS COMPLETE, IT IS IMPORTANT TO USE A CULTIPACKER OR ROLLER OVER THE AREA TO MAKE GOOD SEED-TO-SOIL CONTACT. DO NOT COVER SEED MORE THAN 1/4-INCH DEEP.
- NO-TILL DRILL:
  - FOR LARGER AREAS AND SITES WITH EXISTING VEGETATION, USE A NO-TILL SEED DRILL, WHICH DOES NOT REQUIRE THE SOIL TO BE TILLED BEFORE PLANTING, RESULTING IN MINIMAL SOIL DISTURBANCE. NO-TILL DRILLS PLANT SEED IN ROWS BY OPENING SLITS IN THE SOIL, INTO WHICH SEED IS DEPOSITED. IF USING A NO-TILL DRILL, SEED SHOULD NOT BE BURIED BELOW 1/8" DEPTH PER SPECIFIC MANUFACTURER'S RECOMMENDATIONS. BECAUSE THE DIVERSITY OF SEED SIZES MAKES DRILL CALIBRATION A CHALLENGE, PERFORM A FEW TEST AREAS FIRST TO HELP PREVENT RUNNING OUT OF SEED.
- EROSION CONTROL METHOD:
  - INSTALL BIODEGRADABLE EROSION CONTROL BLANKET (NAG S75BN OR EQUAL) UNTIL SEED HAS GERMINATED.

PLANT MATERIAL MANAGEMENT - NATIVE SEEDING - 5-YEAR PERIOD

TO HELP ENSURE SUCCESS, PROJECTS NEED A MAINTENANCE AND MONITORING PLAN THAT IS FLEXIBLE AND SUPPORTS SITE DEVELOPMENT GOALS. WHILE NATIVE PLANTS TEND TO GERMINATE AND DEVELOP AT A SLOWER RATE THAN ORNAMENTAL PERENNIALS OR TURF GRASS, REGULAR MAINTENANCE DURING THE ESTABLISHMENT PERIOD GREATLY IMPROVES PROJECT SUCCESS. REGULAR MAINTENANCE AND MONITORING CONTROLS INVASIVE SPECIES, ENSURES OPTIMAL MOISTURE LEVELS ARE PRESENT, AND IDENTIFIES OTHER NECESSARY MANAGEMENT ACTIONS.

- NATIVE AREAS NEED BETWEEN 3 TO 5 YEARS TO ESTABLISH.
- PREFERRED PLANTING LATE FALL (ANY TIME AFTER NOVEMBER 1; IF THE SOIL SURFACE IS DRY AND COLD ENOUGH TO PREVENT GERMINATION AND SEED CAN BE WORKED INTO SOIL.
- LET SEED GERMINATE AND GROW FOR ONE FULL SEASON. **DO NOT** APPLY HERBICIDES FOR WEED CONTROL WITHIN THE FIRST GROWING SEASON. IF LARGE WEEDS ARE UNSIGHTLY, CLIP OFF; **DO NOT PULL** WEEDS TO KEEP GROWTH DOWN. **DO NOT** ALLOW SEED HEADS TO FORM.
- MOW FIRST TIME WHEN ESTABLISHED IN FIRST SEASON TO 12"-18" HIGH, TO SCATTER SEED HEADS. IF CLUMPING OCCURS LIGHTLY RAKE TO DISBURSE SEED.
- MOW 2-3 ADDITIONAL TIMES TO MAINTAIN 6-9 INCHES IN HEIGHT.
- SOME PERENNIAL SEEDS MAY NOT GERMINATE UNTIL THE FOLLOWING YEAR.
- IF FALL PLANTING IS NOT POSSIBLE, SPRING SEEDING CAN BE DONE (WEATHER PERMITTING) AS EARLY AS JANUARY - PREFERABLY BEFORE APRIL 15.
- SECOND SEASON MOW 3-4 TIMES TO MAINTAIN 8-10 INCHES IN HEIGHT.
- AT THE END OF THE THIRD SEASON A CONTROLLED BURN PROGRAM TO BE PERFORMED.
- 4 (FOUR) ANNUAL WEED CONTROL EVENTS (SELECTIVE HERBICIDE AND MECHANICAL) TO BE PERFORMED THROUGHOUT ALL NATIVE PLAN COMMUNITIES STARTING ONCE THE SEED IS SOWN UNTIL SIGN-OFF IS GRANTED.

MINIMUM PERFORMANCE STANDARDS AND MONITORING ACTIVITIES

NATIVE PLANT MATERIALS

PERFORMANCE STANDARDS ARE ESTABLISHED FOR ALL PROPOSED PROJECTS INVOLVING NATURALIZED AREAS SO THAT THE RELATIVE SUCCESS OF CREATION AND ENHANCEMENT EFFORTS MAY BE EVALUATED. IF THE PERFORMANCE STANDARDS ARE NOT ACHIEVED BY THE END OF THE FIVE-YEAR MANAGEMENT AND MONITORING PROGRAM, ACCEPTANCE MEETINGS SHALL BE HELD TO DETERMINE THE FUTURE COURSE OF ACTION. IT IS LIKELY THAT IN SUCH A CASE THAT THE MAINTENANCE AND MONITORING PERIOD WILL BE EXTENDED.

- NOTIFICATION - THE DEVELOPER SHALL NOTIFY [MUNICIPALITY] UPON COMPLETION OF PLANTINGS.
  - THE OWNER'S ENVIRONMENTAL SPECIALIST SHALL INSPECT THE PLANTINGS UPON COMPLETION OF ALL MAINTENANCE PROCEDURES AND NOTIFY [MUNICIPALITY] OF THE REMEDIAL ACTIONS TAKEN.
- NATIVE AREAS ARE TO BE MONITORED FOR A MINIMUM OF 5 (FIVE) YEARS FROM DATE OF INSTALLATION.
  - MONITOR ALL NATIVE AREAS 2 (TWO) TIMES ANNUALLY AT A TIME OF YEAR WHEN PLANTS ARE EVIDENT AND IDENTIFIABLE. VISITS SHOULD OCCUR AT SPACED INTERVALS THROUGHOUT THE GROWING SEASON.
  - CONDUCT MONITORING VISITS UTILIZING SYSTEMATIC FIELD TECHNIQUES. TRAVERSE ENTIRE NATIVE AREA, DOCUMENT FLORA AND NOTE TOP 3 DOMINANT SPECIES.
- WITHIN 3 MONTHS OF SEED INSTALLATION, AT LEAST 90% OF THE SEEDED AREAS ("LOW PROFILE", "STORMWATER" AND "SWALE" SEED MIX), AS MEASURED BY AERIAL COVERAGE, SHALL BE VEGETATED. A MINIMUM 100% VEGETATIVE COVERAGE SHALL BE MAINTAINED THROUGHOUT, AND AT THE END OF, THE FIVE-YEAR PERIOD FOR THESE AREAS.
  - THIS STANDARD DOES NOT APPLY TO THE EMERGENT ZONES.
- THE NATURALIZED AREAS SHALL NOT CONTAIN ANY RILLS GREATER THAN 4 INCHES WIDE AND 4 INCHES DEEP THROUGHOUT, AND AT THE END, OF THE THREE-YEAR PERIOD.
- AT THE END OF THE SECOND GROWING SEASON, 30% SEED MIX PRESENCE FOR THE "LOW PROFILE", "STORMWATER" AND "SWALE" SEED MIXES SHALL BE ACHIEVED. AT THE END OF THE THIRD GROWING SEASON, 50% SEED MIX PRESENCE FOR THE "LOW PROFILE", "STORMWATER" AND "SWALE" SEED MIXES SHALL BE ACHIEVED.
  - SEED MIX PRESENCE SHALL BE EVALUATED SEPARATELY FOR THESE THREE MIXES.
- NO AREA OVER THE ENTIRE NATIVE PLANTED SITE GREATER THAN 1 SQUARE METER WILL BE DEVOID OF VEGETATION (AS MEASURED BY AERIAL COVERAGE/OCULAR ESTIMATION), UNLESS SPECIFIED ON APPROVED PLANS.
  - THIS ANNUAL PERFORMANCE STANDARD DOES NOT APPLY TO EMERGENT AND AQUATIC COMMUNITIES.
- THE NATIVE PLANTED AREAS WILL MEET THE FOLLOWING ANNUAL STANDARDS FOR THE PRESENCE OF NATIVE, NON-INVASIVE PERENNIAL SPECIES (AS MEASURED BY AERIAL COVERAGE/OCULAR ESTIMATION): YEAR 1 - 15%, YEAR 2 - 50%, YEAR 3 - 75%, YEAR 4 & 5 - 85%
  - THIS STANDARD TO BE MEASURED SEPARATELY FOR EACH SEED MIX ZONE.
- AT THE END OF THE THIRD GROWING SEASON, NONE OF THE THREE MOST DOMINANT SPECIES WITHIN THE PLANTED AREAS WILL BE INVASIVE OR NON-NATIVE SPECIES AS INSPECTED ANNUALLY. THE PROJECT MANAGER WILL DETERMINE THE APPROPRIATE TARGET INVASIVE OR NON-NATIVE SPECIES. THEY WILL TYPICALLY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: RAGWEED (AMBROSIA SPP.), CATTAIL (TYPHA SPP.), REED CANARY GRASS (PHALARIS ARUNDINACEA), PURPLE LOOSESTRIFE (LYTHRUM SALICARIA), COMMON REED (PHRAGMITES AUSTRALIS), CANADIAN THISTLE (CIRSIUM ARVENSE), SANDBAR WILLOW (SALIX INTERIOR), KENTUCKY BLUE GRASS (POA PRATENSIS), YELLOW SWEET-CLOVER (MELILOTUS OFFICINALIS), TEASEL (DIPSACUS SPP.), JAPANESE-KNOTWEED (REYNOUTRIA JAPONICA), AND ASIAN BITTERSWEET (CELASTRUS ORBICULATUS), BUCKTHORN (RHAMNUS SPP.).
  - THIS STANDARD TO BE MEASURED SEPARATELY FOR EACH SEED MIX ZONE.
- SEED: AT THE END OF THE THIRD GROWING SEASON, 50% VEGETATIVE COVERAGE SHALL BE ACHIEVED (AS MEASURED BY AERIAL COVERAGE/OCULAR ESTIMATION).
- EMERGENTS: RELATIVE COVERAGE OF CATTAILS (AS MEASURED BY AERIAL COVERAGE/OCULAR ESTIMATION) SHALL BE LESS THAN 5% THROUGHOUT, AND AT THE END OF, THE THREE YEAR MONITORING PERIOD.
- PLUGS: 90% OF THE PLANTS WILL BE ALIVE, IN HEALTHY CONDITION, AND REPRESENTATIVE OF THE INDIVIDUAL SPECIES AT THE END OF EACH GROWING SEASON. REPLANTING WILL TAKE PLACE UNTIL THIS STANDARD IS ACHIEVED.
- WOODY PLANTS: 100% OF THE PLANTED TREES AND SHRUBS WILL BE ALIVE, IN HEALTHY CONDITION, AND REPRESENTATIVE OF THE INDIVIDUAL SPECIES AT THE END OF THE 3RD GROWING SEASON.
  - ANNUAL REPLACEMENTS ARE REQUIRED TO ACHIEVE THIS STANDARD.
- RELATIVE COVERAGE (DETERMINED BY OCULAR ESTIMATION) OF INVASIVE SPECIES (I.E., COMMON REED, REED CANARY GRASS, PURPLE LOOSESTRIFE, ETC.) IN AGGREGATE SHALL BE LESS THAN 5% THROUGHOUT, AND AT THE END OF, THE THREE-YEAR PERIOD.
  - THIS STANDARD SHALL BE EVALUATED SEPARATELY FOR EACH SEED AND PLANT MIX ZONE (I.E., "LOW PROFILE", "STORMWATER" AND "SWALE" SEED MIX, EMERGENT).
- NATIVE MEAN C VALUE > 3.0 AND NATIVE FQI VALUE > 20.0 FOR ALL NATIVE PLANT COMMUNITIES.
  - THIS STANDARD SHALL BE EVALUATED SEPARATELY FOR EACH SEED AND PLANT MIX ZONE (I.E., "LOW PROFILE", "STORMWATER" AND "SWALE" SEED MIX, EMERGENT).
- SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REGULARLY MAINTAINED. ANY EROSION OBSERVED ON-SITE SHALL BE REPAIRED TO THE DESIGNED CONDITION WITHIN 30 DAYS OF OBSERVATION.

PLANTING NOTES FOR DETENTION AREAS

1. REFER TO CIVIL ENGINEERING DRAWINGS FOR CONSTRUCTION DETAILS OF DETENTION AREAS
2. REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE WATERED AND MULCHED PER CONSTRUCTION DOCUMENTS.
3. ALL PROPOSED PLANT SUBSTITUTIONS WITHIN DETENTION AREAS MUST BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. ALL REQUIRED LANDSCAPE MATERIAL INDICATED ON THE APPROVED PLANS WILL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD IT DIE.
5. CONTRACTOR RESPONSIBLE FOR THE MAINTENANCE ALL PLANT MATERIAL WITHIN DETENTION AREAS AS SPECIFIED BY THE LANDSCAPE ARCHITECT FOR THE FIRST YEAR AFTER INSTALLATION.
6. ALL PLANT MATERIAL WITHIN DETENTION AREAS TO HAVE A 1 YEAR WARRANTEE STARTING UPON LANDSCAPE ARCHITECT ISSUING "SUBSTANTIAL COMPLETION".
7. WATER FOWL BARRIER CONTROL TO BE INSTALLED AT 8" O.C. IN ALL DETENTION AREAS PLANTED WITH PLUGS.
8. METAL SIGNS (12"x18") TO BE INSTALLED AT 150' INTERVALS AROUND ALL NATIVE AREAS STATING "NATIVE PLANTING DO NOT MOW".
9. ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.

GROUND TREATMENT KEY

BASE OF DETENTION AREAS BELOW THE NWL

Areas below the NWL to be planted with emergent plugs. See Sheet L2.0 for schedule and Sheet L2.1 for preferred installation method.

DETENTION AREAS BETWEEN THE NWL & HWL

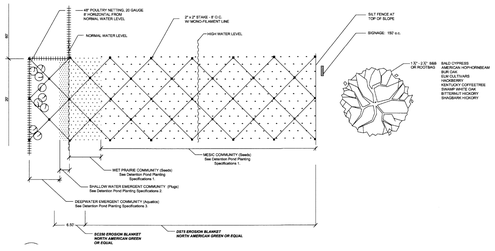
Area of detention between the NWL & HWL to be seeded with "Swale Seed Mix" as supplied by Stantec Native Plant Nursery. See Sheet L2.0 for schedule.

OPEN AREAS - NO MOW

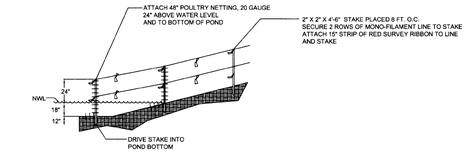
All open areas, not including detention, to be seeded with "Low-Profile Prairie Seed Mix" as supplied by Stantec Native Nursery. See Sheet L2.0 for schedule.

TURF GRASS - MOWED LAWN

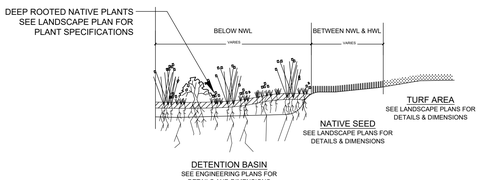
All areas of restoration, not designated to be planted or mulched, are to be seeded with standard turf seed grass and covered with an erosion control blanket.



1 L2.2 GOOSE BARRIER PLAN DETAIL
SCALE: NO SCALE



2 L2.2 GOOSE BARRIER SECTION DETAIL
SCALE: NO SCALE



3 L2.2 BIODETENTION PLANTING DETAIL
SCALE: NO SCALE

LANDSCAPE MAINTENANCE SPECIFICATIONS

THE CONTRACTOR SHALL PROVIDE AS A SEPARATE BID, MAINTENANCE FOR A PERIOD OF 1 YEAR AFTER FINAL ACCEPTANCE OF THE PROJECT LANDSCAPING. THE CONTRACTOR MUST BE ABLE TO PROVIDE CONTINUED MAINTENANCE IF REQUESTED BY THE OWNER OR PROVIDE THE NAME OF A REPUTABLE LANDSCAPE CONTRACTOR WHO CAN PROVIDE MAINTENANCE.

STANDARDS

ALL LANDSCAPE MAINTENANCE SERVICES SHALL BE PERFORMED BY TRAINED PERSONNEL USING CURRENT, ACCEPTABLE HORTICULTURAL PRACTICES.

ALL WORK SHALL BE PERFORMED IN A MANNER THAT MAINTAINS THE ORIGINAL INTENT OF THE LANDSCAPE DESIGN.

ALL CHEMICAL APPLICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT COUNTY, STATE AND FEDERAL LAWS, USING EPA REGISTERED MATERIALS AND METHODS OF APPLICATION. THESE APPLICATIONS SHALL BE PERFORMED UNDER THE SUPERVISION OF A LICENSED CERTIFIED APPLICATOR.

APPROVALS

ANY WORK PERFORMED IN ADDITION TO THAT WHICH IS OUTLINED IN THE CONTRACT SHALL ONLY BE DONE UPON WRITTEN APPROVAL BY THE OWNER'S REPRESENTATIVE.

ALL SEASONAL COLOR SELECTIONS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO ORDERING AND INSTALLATION.

SOIL TESTING

THE MAINTENANCE CONTRACTOR SHALL PERFORM SOIL TESTS AS NEEDED TO IDENTIFY ANY IMBALANCES OR DEFICIENCIES CAUSING PLANT MATERIAL DECLINE. THE OWNER SHALL BE NOTIFIED OF THE RECOMMENDATION FOR APPROVAL, AND THE NECESSARY CORRECTIONS MADE AT AN ADDITIONAL COST TO THE OWNER.

ACCEPTABLE SOIL TEST RESULTS:

	LANDSCAPE TREES & SHRUBS	TURF
PH RANGE	5.0-7.0	6.0-7.0
ORGANIC MATTER	>1.5%	>2.5%
MAGNESIUM (MG)	100+LBS./ACRE	100+LBS./ACRE
PHOSPHORUS (P2O5)	150+LBS./ACRE	150+LBS./ACRE
POTASSIUM (K2O)	120+LBS./ACRE	120+LBS./ACRE
SOLUBLE SALTS	NOT TO EXCEED 900PPM/1.9 MMHOS/CM	NOT TO EXCEED 750PPM/0.75 MMHOS/CM
	IN SOIL; NOT TO EXCEED 1400 PPM/2.5	IN SOIL; NOT TO EXCEED 2000 PPM/2.0
	MMHOS/CM IN HIGH ORGANIC MIX	MMHOS/CM IN HIGH ORGANIC MIX

FOR UNUSUAL SOIL CONDITIONS, THE FOLLOWING OPTIONAL TESTS ARE RECOMMENDED WITH LEVELS NOT TO EXCEED:

BORON	3 POUNDS PER ACRE
MANGANESE	50 POUNDS PER ACRE
POTASSIUM (K2O)	450 POUNDS PER ACRE
SODIUM	20 POUNDS PER ACRE

WORKMANSHIP

DURING LANDSCAPE MAINTENANCE OPERATIONS, ALL AREAS SHALL BE KEPT NEAT AND CLEAN. PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO EXISTING STRUCTURES. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER TO THE OPERATORS, THE OCCUPANTS AND ANY PEDESTRIANS.

UPON COMPLETION OF MAINTENANCE OPERATIONS, ALL DEBRIS AND WASTE MATERIAL SHALL BE CLEANED UP AND REMOVED FROM THE SITE, UNLESS PROVISIONS HAVE BEEN GRANTED BY THE OWNER TO USE ON-SITE TRASH RECEPTACLES. ANY DAMAGE TO THE LANDSCAPE, STRUCTURES, OR IRRIGATION SYSTEMS CAUSED BY THE MAINTENANCE CONTRACTOR, SHALL BE REPAIRED BY THE MAINTENANCE CONTRACTOR WITHOUT CHARGE TO THE OWNER.

TURF

GENERAL CLEAN UP

PRIOR TO MOWING, ALL TRASH, STICKS, AND OTHER UNWANTED DEBRIS SHALL BE REMOVED FROM LAWNS, PLANT BEDS, AND PAVED AREAS.

MOWING

TURF GRASSES, INCLUDING BLUE GRASS, TALL FESCUE, PERENNIAL RYEGRASS, ETC., SHALL BE MAINTAINED AT A HEIGHT OF 2" TO 3" IN SPRING AND FALL. FROM JUNE THROUGH SEPTEMBER, MOWING HEIGHT SHALL BE MAINTAINED AT NO LESS THAN 3".

THE MOWING OPERATION INCLUDES TRIMMING AROUND ALL OBSTACLES, RAKING EXCESSIVE GRASS CLIPPINGS AND REMOVING DEBRIS FROM WALKS, CURBS, AND PARKING AREAS. CAUTION: MECHANICAL WEEDERS SHOULD NOT BE USED AROUND TREES BECAUSE OF POTENTIAL DAMAGE TO THE BARK.

EDGING

EDGING OF ALL SIDEWALKS, CURBS AND OTHER PAVED AREAS SHALL BE PERFORMED ONCE EVERY OTHER MOWING. DEBRIS FROM THE EDGING OPERATIONS SHALL BE REMOVED AND THE AREAS SWEPT CLEAN. CAUTION SHALL BE USED TO AVOID FLYING DEBRIS.

FERTILIZING

SEASONALLY STEPPED FERTILIZER SHALL BE APPLIED IN AREAS BASED ON THE EXISTING TURF SPECIES.

LAWN WEED CONTROL: HERBICIDES

SELECTION AND PROPER USE OF HERBICIDES SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY. ALL CHEMICAL APPLICATIONS SHALL BE PERFORMED UNDER THE SUPERVISION OF A LICENSED CERTIFIED APPLICATOR. READ THE LABEL PRIOR TO APPLYING ANY CHEMICAL.

INSECT & DISEASE CONTROL FOR TURF

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING THE SITE CONDITIONS ON EACH VISIT TO DETERMINE IF ANY INSECT PEST OR DISEASE PROBLEMS EXIST. THE CONTRACTOR SHALL IDENTIFY THE INSECT PEST OR DISEASE, AS WELL AS THE HOST PLANT, AND THEN CONSULT THE MOST CURRENT EDITION OF THE COOPERATIVE EXTENSION SERVICE'S "COMMERCIAL INSECTICIDE RECOMMENDATION FOR TURF" FOR CONTROL. THE LICENSED APPLICATOR SHALL BE FAMILIAR WITH THE LABEL PROVIDED FOR THE SELECTED PRODUCT PRIOR TO APPLICATION.

INSPECTION AND TREATMENT TO CONTROL INSECT PESTS SHALL BE INCLUDED IN THE CONTRACT PRICE.

TREES, SHRUBS, & GROUND COVER

PRUNING

ALL ORNAMENTAL TREES, SHRUBS AND GROUND COVER SHALL BE PRUNED WHEN APPROPRIATE TO REMOVE DEAD OR DAMAGED BRANCHES, DEVELOP THE NATURAL SHAPES. DO NOT SHEAR TREES OR SHRUBS. IF PREVIOUS MAINTENANCE PRACTICE HAS BEEN TO SHEAR AND BALL, THEN A NATURAL SHAPE WILL BE RESTORED GRADUALLY.

PRUNING GUIDELINES:

1. PRUNE PLANTS THAT FLOWER BEFORE THE END OF JUNE (SPRING BLOOMING) IMMEDIATELY AFTER FLOWERING. FLOWER BUDS DEVELOP DURING THE PREVIOUS GROWING SEASON. FALL, WINTER OR SPRING PRUNING WOULD REDUCE THE SPRING FLOWERING DISPLAY.
2. PRUNE PLANTS THAT FLOWER IN JULY – SEPTEMBER (SUMMER OR AUTUMN BLOOMING) IN WINTER OR SPRING BEFORE NEW GROWTH BEGINS, SINCE THESE PLANTS DEVELOP FLOWERS ON NEW GROWTH.
3. DELAY PRUNING PLANTS GROWN FOR ORNAMENTAL FRUITS, SUCH AS COTONEASTERS AND VIBURNUMS.
4. HOLLIES AND OTHER EVERGREENS MAY BE PRUNED DURING WINTER IN ORDER TO USE THEIR BRANCHES FOR SEASONAL DECORATION. HOWEVER, SEVERE PRUNING OF EVERGREENS SHOULD BE DONE IN EARLY SPRING ONLY.
5. BROADLEAF EVERGREEN SHRUBS SHALL BE HAND-PRUNED TO MAINTAIN THEIR NATURAL APPEARANCE AFTER THE NEW GROWTH HARDENS OFF.
6. HEDGES OR SHRUBS THAT REQUIRE SHEARING TO MAINTAIN A FORMAL APPEARANCE SHALL BE PRUNED AS REQUIRED. DEAD WOOD SHALL BE REMOVED FROM SHEARED PLANTS BEFORE THE FIRST SHEARING OF THE SEASON.
7. CONIFERS SHALL BE PRUNED, IF REQUIRED, ACCORDING TO THEIR GENUS.
   A. YEWS, JUNIPERS, HEMLOCKS AND ARBORVITAE MAY BE PRUNED AFTER NEW GROWTH HAS HARDENED OFF IN LATE SUMMER. IF SEVERE PRUNING IS NECESSARY, IT MUST BE DONE IN EARLY SPRING.
   B. FIRS AND SPRUCES MAY BE LIGHTLY PRUNED IN LATE SUMMER, FALL, OR WINTER AFTER COMPLETING GROWTH. LEAVE SIDE BUDS. NEVER CUT CENTRAL LEADER.
   C. PINES MAY BE LIGHTLY PRUNED IN EARLY JUNE BY REDUCING CANDLES.
8. GROUNDCOVER SHALL BE EDGED AND PRUNED AS NEEDED TO CONTAIN IT WITHIN ITS BORDERS.
9. THINNING: REMOVE BRANCHES AND WATER SPROUTS BY CUTTING THEM BACK TO THEIR POINT OF ORIGIN ON PARENT STEMS. THIS METHOD RESULTS IN A MORE OPEN PLANT, WITHOUT STIMULATING EXCESSIVE GROWTH. THINNING IS USED ON CRAB APPLES, LILACS, VIBURNUMS, ETC.
10. RENEWAL PRUNING: REMOVE OLDEST BRANCHES OF SHRUB AT GROUND, LEAVING THE YOUNGER, MORE VIGOROUS BRANCHES. ALSO REMOVE WEAK STEMS. ON OVERGROWN PLANTS, THIS METHOD MAY BE BEST DONE OVER A THREE-YEAR PERIOD. RENEWAL PRUNING MAY BE USED ON FORSYTHIA, HYDRANGEA, SPIRAEA, ETC.

PLANTS OVERHANGING PASSAGEWAYS AND PARKING AREAS AND DAMAGED PLANTS SHALL BE PRUNED AS NEEDED.

SHADE TREES THAT CANNOT BE ADEQUATELY PRUNED FROM THE GROUND SHALL NOT BE INCLUDED IN THE MAINTENANCE CONTRACT. A CERTIFIED ARBORIST UNDER A SEPARATE CONTRACT SHALL PERFORM THIS TYPE OF WORK.

SPRING CLEANUP

PLANT BEDS SHALL RECEIVE A GENERAL CLEANUP BEFORE FERTILIZING AND MULCHING. CLEANUP INCLUDES REMOVING DEBRIS AND TRASH FROM BEDS AND CUTTING BACK HERBACEOUS PERENNIALS LEFT STANDING THROUGH WINTER, E.G. ORNAMENTAL GRASSES, SEDUM AUTUMN JOY.

FERTILIZING

FOR TREES, THE RATE OF FERTILIZATION DEPENDS ON THE TREE SPECIES, TREE VIGOR, AREA AVAILABLE FOR FERTILIZATION, AND GROWTH STAGE OF THE TREE. MATURE SPECIMENS BENEFIT FROM FERTILIZATION EVERY 3 TO 4 YEARS; YOUNGER TREES SHALL BE FERTILIZED MORE OFTEN DURING RAPID GROWTH STAGES.

THE CURRENT RECOMMENDATION IS BASED ON THE RATE OF 1000 SQUARE FEET OF AREA UNDER THE TREE TO BE FERTILIZED. FOR DECIDUOUS TREES, 2 TO 6 POUNDS OF NITROGEN PER 1000 SQUARE FEET; FOR
NARROW-LEAF EVERGREENS, 1 TO 4 POUNDS OF NITROGEN PER 1000 SQUARE FEET; FOR BROADLEAF EVERGREENS, 1 TO 3 POUNDS OF NITROGEN PER 1000 SQUARE FEET.

SHRUBS AND GROUNDCOVER SHALL BE TOP-DRESSED WITH COMPOST 1" DEEP OR FERTILIZED ONCE IN MARCH WITH 10-6-4 ANALYSIS FERTILIZER AT THE RATE OF 3 POUNDS PER 100 SQUARE FEET OF BED AREA.
ERICACEOUS MATERIAL SHALL BE FERTILIZED WITH AN ERICACEOUS FERTILIZER AT THE MANUFACTURER'S RECOMMENDATION RATE. IF PLANTS ARE GROWING POORLY, A SOIL SAMPLE SHOULD BE TAKEN.

TREES, SHRUBS, & GROUND COVER (CONT.)

MULCHING

ANNUALLY, ALL TREE AND SHRUB BEDS WILL BE PREPARED AND MULCHED, TO A MINIMUM DEPTH OF 3" WITH QUALITY MULCH TO MATCH EXISTING. BED PREPARATION SHALL INCLUDE REMOVING ALL WEEDS, CLEANING UP SAID BED, EDGING AND CULTIVATING DECAYED MULCH INTO THE SOIL. DEBRIS FROM EDGING IS TO BE REMOVED FROM BEDS WHERE APPLICABLE. IF DEEMED NECESSARY, A PRE-EMERGENT HERBICIDE MAY BE APPLIED TO THE SOIL TO INHIBIT THE GROWTH OF FUTURE WEEDS.

ORGANICALLY MAINTAINED GARDENS SHALL NOT RECEIVE ANY PRE-EMERGENT HERBICIDES. MULCH IN EXCESS OF 4" WILL BE REMOVED FROM THE BED AREAS. SPECIAL CARE SHALL BE TAKEN IN THE MULCHING OPERATION NOT TO OVER-MULCH OR COVER THE BASE OF TREES AND SHRUBS. THIS CAN BE DETRIMENTAL TO THE HEALTH OF THE PLANTS.

WEEDING

ALL BEDS SHALL BE WEEDED ON A CONTINUOUS BASIS THROUGHOUT THE GROWING SEASON TO MAINTAIN A NEAT APPEARANCE AT ALL TIMES.

PRE-EMERGENT (SOIL-APPLIED) AND POST-EMERGENT (FOLIAR-APPLIED) HERBICIDES SHALL BE USED WHERE AND WHEN APPLICABLE AND IN ACCORDANCE WITH THE PRODUCT'S LABEL.

INSECT & DISEASE CONTROL: TREES, SHRUBS & GROUNDCOVER

THE MAINTENANCE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING THE LANDSCAPE SITE ON A REGULAR BASIS. THE MONITORING FREQUENCY SHALL BE MONTHLY EXCEPT FOR GROWING SEASON, WHICH WILL BE EVERY OTHER WEEK. TRAINED PERSONNEL SHALL MONITOR FOR PLANT DAMAGING INSECT ACTIVITY, PLANT PATHOGENIC DISEASES AND POTENTIAL CULTURAL PROBLEMS IN THE LANDSCAPE. THE PEST OR CULTURAL PROBLEM WILL BE IDENTIFIED UNDER THE SUPERVISION OF THE CONTRACTOR.

FOR PLANT DAMAGING INSECTS AND MITES IDENTIFIED IN THE LANDSCAPE, THE CONTRACTOR SHALL CONSULT AND FOLLOW THE RECOMMENDATIONS OF THE MOST CURRENT EDITION OF THE STATE COOPERATIVE SERVICE PUBLICATION ON INSECT CONTROL ON LANDSCAPE PLANT MATERIAL.

PLANT PATHOGENIC DISEASE PROBLEMS IDENTIFIED BY THE CONTRACTOR THAT CAN BE RESOLVED BY PRUNING OR PHYSICAL REMOVAL OF DAMAGED PLANT PARTS WILL BE PERFORMED AS PART OF THE CONTRACT. FOR AN ADDITIONAL CHARGE, PLANT PATHOGENIC DISEASES THAT CAN BE RESOLVED THROUGH PROPERLY TIMED APPLICATIONS OF FUNGICIDES S

ARCO MURRAY | DESIGN BUILD

SITE IMPROVEMENT PLANS

FOR

1700 N. PENNY LANE

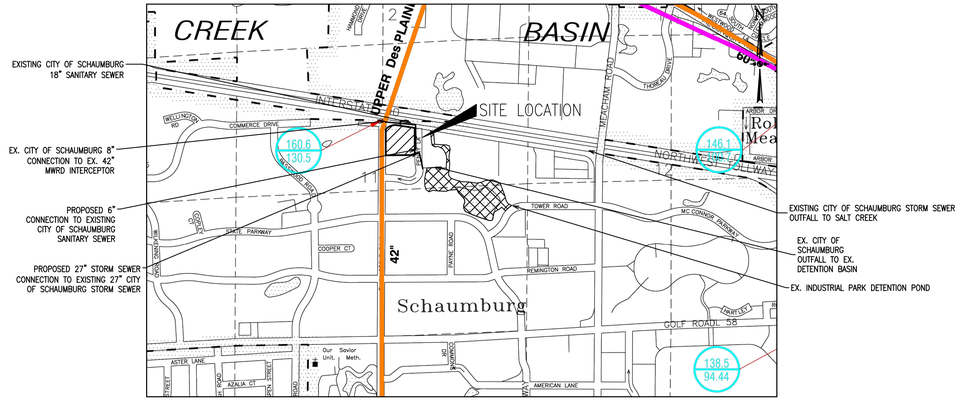
SCHAUMBURG ILLINOIS

ARCO MURRAY

H790
1700 N. PENNY LANE
07/31/2026

LEGEND

PROPOSED	DESCRIPTION	EXISTING
8W	STORM SEWER	
	WATER MAIN WITH SIZE	W
	SANITARY SEWER	
	RIGHT-OF-WAY	
842	CONTOUR	701
805.25	SPOT GRADE	701.30
	SANITARY MANHOLE	
	STORM MANHOLE	
	STORM INLET	
	STORM CATCH BASIN	
	FIRE HYDRANT	
	PRESSURE CONNECTION	
	GATE VALVE W/VAULT	
	LIGHT POLE	
	STREET LIGHT W/MAST	
	OVERFLOW DIRECTION	
	CURB & GUTTER	
	SILT FENCE	
	ROAD SIGN	
UGE	UNDERGROUND ELECTRIC	E
G	UNDERGROUND GAS	G
	UTILITY POLE	
	DEPRESSED CURB FOR RAMP/DRIVEWAY	
TF	TOP OF FOUNDATION	
GF	GARAGE FLOOR, AT REAR OF GARAGE	
TD	TOP OF CURB, DEPRESSED	
TW	TOP OF RETAINING WALL	
R=	RIM FOR STRUCTURES	
R	RISER FOR SANITARY SERVICE	
HWL/NWL	HIGH/NORMAL WATER LEVEL	
T	TRANSFORMER	
X	FENCE LINE	X
	GUARD RAIL	
	FORCE MAIN	
	UNDERGROUND TELEPHONE	T
	UNDERGROUND ELECTRIC	E
	OVERHEAD ELECTRIC	OHE
	GAS LINE	G



LOCATION MAP
1"=2500'

BASIS OF BEARINGS:
NAD 1983 ILLINOIS STATE PLANE, EAST ZONE

BASIS OF ELEVATIONS:
ELEVATIONS ARE BASED ON NGVD 1929 VERTICAL DATUM
REFERENCE BENCHMARKS:
GPS SURVEY MONUMENT LOCATION VILLAGE OF SCHAUMBURG STATION 1324
CONCRETE MONUMENT WITH CAP #1324 SET AT THE SOUTHEAST CORNER OF LOT 4 IN WOODFIELD BUSINESS CENTER III PER DOC. NO. 97-768945 AT THE END OF WILEY FARM COURT IN SCHAUMBURG, IL.

ELEVATION = 745.65 (NGVD 1929)

SITE BENCHMARKS:
SITE BENCHMARK 2 (JHA CP 2) CROSS NOTCH IN CONC.
SITE BENCHMARK 2 IS A CROSS NOTCH CUT IN THE CONC. WALK RUNNING N-S ALONG THE W. SIDE OF N. PLUM GROVE RD. +-43' N. OF THE CENTERLINE OF WILEY FARM CT. CROSS IS +-11' S. OF THE TRANSITION FROM ASPH. TO CONC. WALK AND CROSS IS +-40' W. OF THE CENTERLINE OF N. PLUM GROVE ROAD.

ELEVATION = 746.75

SITE BENCHMARK 4 (JHA CP 4) CROSS NOTCH IN CONC.
SITE BENCHMARK 4 IS A CROSS NOTCH CUT IN THE CONC. WALK RUNNING N-S ALONG THE E. SIDE OF N. PENNY LANE +-162' S. OF THE CENTERLINE OF N. WILEY RD. CROSS IS +-34' S. OF THE END OF THE ASPH. WALK AND CROSS IS +-1.4' S. OF THE TRANSITION FROM ASPH. TO CONC. WALK. CROSS IS +-32' E. OF THE CENTERLINE OF N. PENNY LANE.

ELEVATION = 734.28

SITE BENCHMARK 5 (JHA CP 5) CROSS NOTCH IN CONC.
SITE BENCHMARK 5 IS A CROSS NOTCH CUT IN THE CONC. WALK RUNNING N-S ALONG THE E. SIDE OF N. PENNY LANE +-567' S. OF THE CENTERLINE OF N. WILEY ROAD. CROSS IS OPPOSITE THE DRIVEWAY ENTRANCE ALONG THE S. SIDE OF 1700 N. PENNY LANE. CROSS IS +-2.2' S. OF THE TRANSITION FROM ASPH. TO CONC. WALK AND CROSS IS +-26' E. OF THE CENTERLINE OF N. PENNY LANE.

ELEVATION = 734.08

EXISTING CONDITIONS:
EXISTING CONDITIONS OBTAINED FROM A TOPOGRAPHIC SURVEY, PROVIDED BY JACOB AND HEFNER ASSOCIATES, DATED APRIL 20, 2026.

No.	Description	Date
4	REVISED PER VILLAGE	7/31/26
3	COORDINATION SET	7/23/26
2	REVISED PER VILLAGE	6/12/26
1	PERMIT SET	6/8/26

REVISIONS

DRAWING INDEX

SHEET	TITLE
C1	COVER SHEET
C2	OVERALL SITE PLAN
C3.0-3.1	EXISTING CONDITIONS AND DEMOLITION PLAN
C4	DIMENSIONAL CONTROL AND PAVING PLAN
C5	GRADING PLAN
C6	UTILITY PLAN
C7	EROSION CONTROL PLAN
C8	STORMWATER POLLUTION PREVENTION PLAN
C9	DETAILS
C10	GENERAL NOTES AND SPECIFICATIONS
C11.0-11.1	MWRD DRAINAGE EXHIBIT

CONTACTS

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DOWNERS GROVE, IL 60515
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DPRATT@ARCOMURRAY.COM
(630) 819-9172

ARCHITECT
GMA ARCHITECTS
7930 CLAYTON RD 3RD FLOOR
RICHMOND HEIGHTS, MO 63117
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(314) 963-0715

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318 N. CARPENTER STREET, SUITE 250
CHICAGO, IL 60607
CONTACT: MATT KURUCZ
MKURUCZ@CROWHOLDINGS.COM
(773) 633-5696

Contact the Metropolitan Water Reclamation District of Greater Chicago 2 days before starting work.
P (708) 588-4055
E WMOJobStart@mwrd.org

7/31/26
ENGINEER
JASON CEBULSKI
JCEBULSKI@JHAINC.COM
DATE

ILLINOIS REGISTRATION NO. 062-069783
EXPIRES 11/30/2027
ENGINEER ONLY CERTIFIES SHEETS C1-C11.1

THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE ORIGINAL SIGNATURE, IMPRESSED SEAL, EXPIRATION DATE OF SEAL OF THE ENGINEER AND MARKED "FOR CONSTRUCTION".

LICENSED PROFESSIONAL ENGINEER
JASON A. CEBULSKI
062-069783
OF ILLINOIS

WARNING

CALL JULIE TOLL FREE 1-800-892-0123

CALL BEFORE YOU DIG
(48 HOURS NOTICE REQUIRED PRIOR TO DIGGING)

811
Know what's **below.**
Call before you dig.

Municipality: SCHAUMBURG
County: COOK
Township: 41N
Range: 10E
Section: 11

FOR REVIEW PURPOSES ONLY

JACOB & HEFNER ASSOCIATES
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
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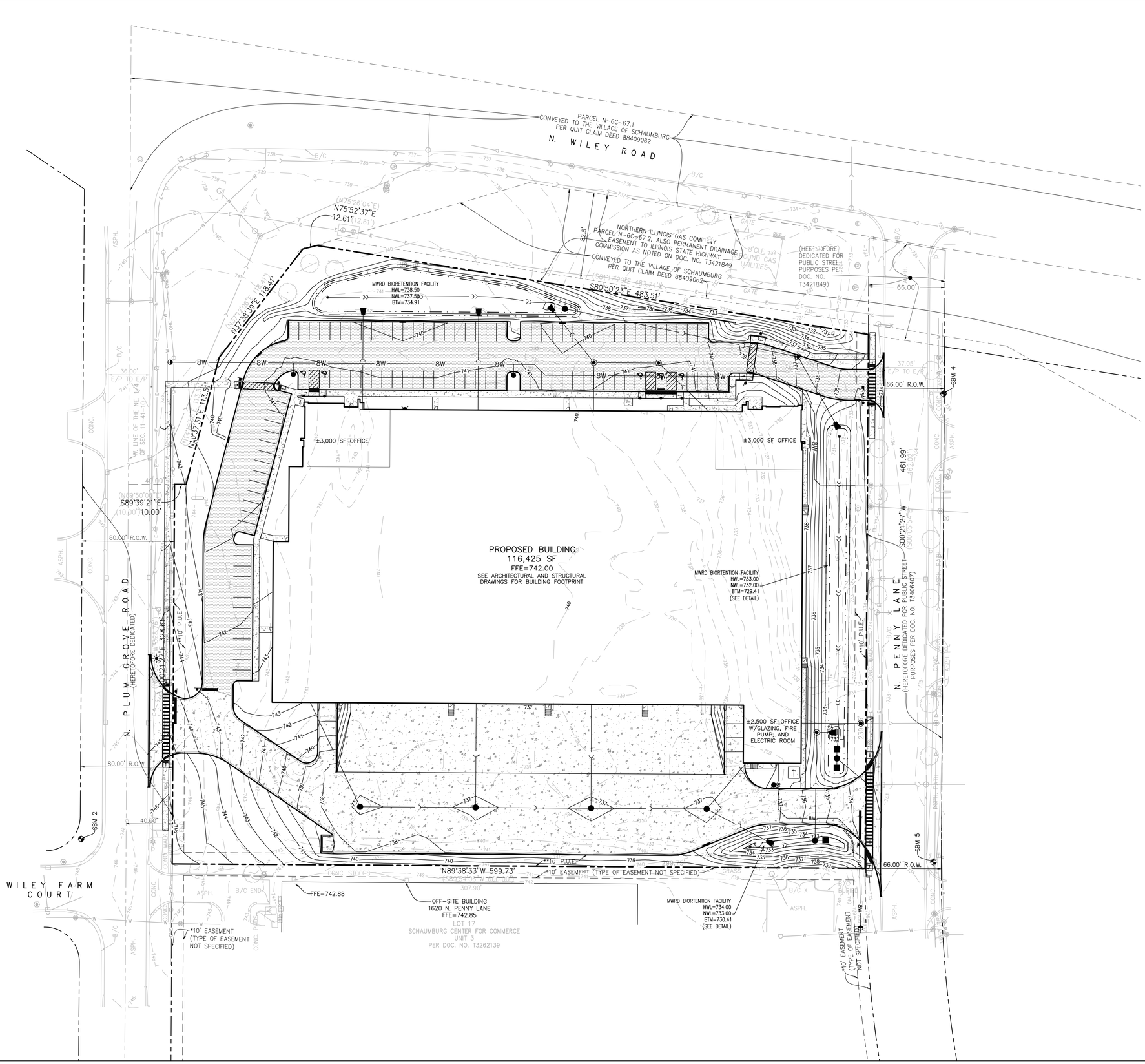

PAVEMENT HATCH LEGEND:

- LIGHT DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK

SITE DATA TABLE:

PROPERTY AREA:	6.74 ACRES
IMPERVIOUS AREA: (74%)	5.02 ACRES
PERVIOUS AREA: (22%)	1.47 ACRES
BIO-RETENTION AREA: (4%)	0.25 ACRES
PROPOSED BUILDING AREA:	116,425 SQ. FT.
TOTAL CAR PARKING REQUIRED:	102 STALLS
OFFICE:	43 STALLS
WAREHOUSE:	59 STALLS
TOTAL CAR PARKING PROVIDED:	103 STALLS
STANDARD PARKING PROVIDED:	98 STALLS
ADA PARKING PROVIDED:	5 STALLS
PROPOSED BUILDING HEIGHT:	42 FEET

4

No.	Description	Date
4	REVISED PER VILLAGE	7/31/26
3	COORDINATION SET	7/23/26
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1	PERMIT SET	6/8/26

OVERALL SITE PLAN

1700 N. PENNY LANE

ARCO MURRAY

SCHAUMBURG, ILLINOIS

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H790

1" = 40'

C2

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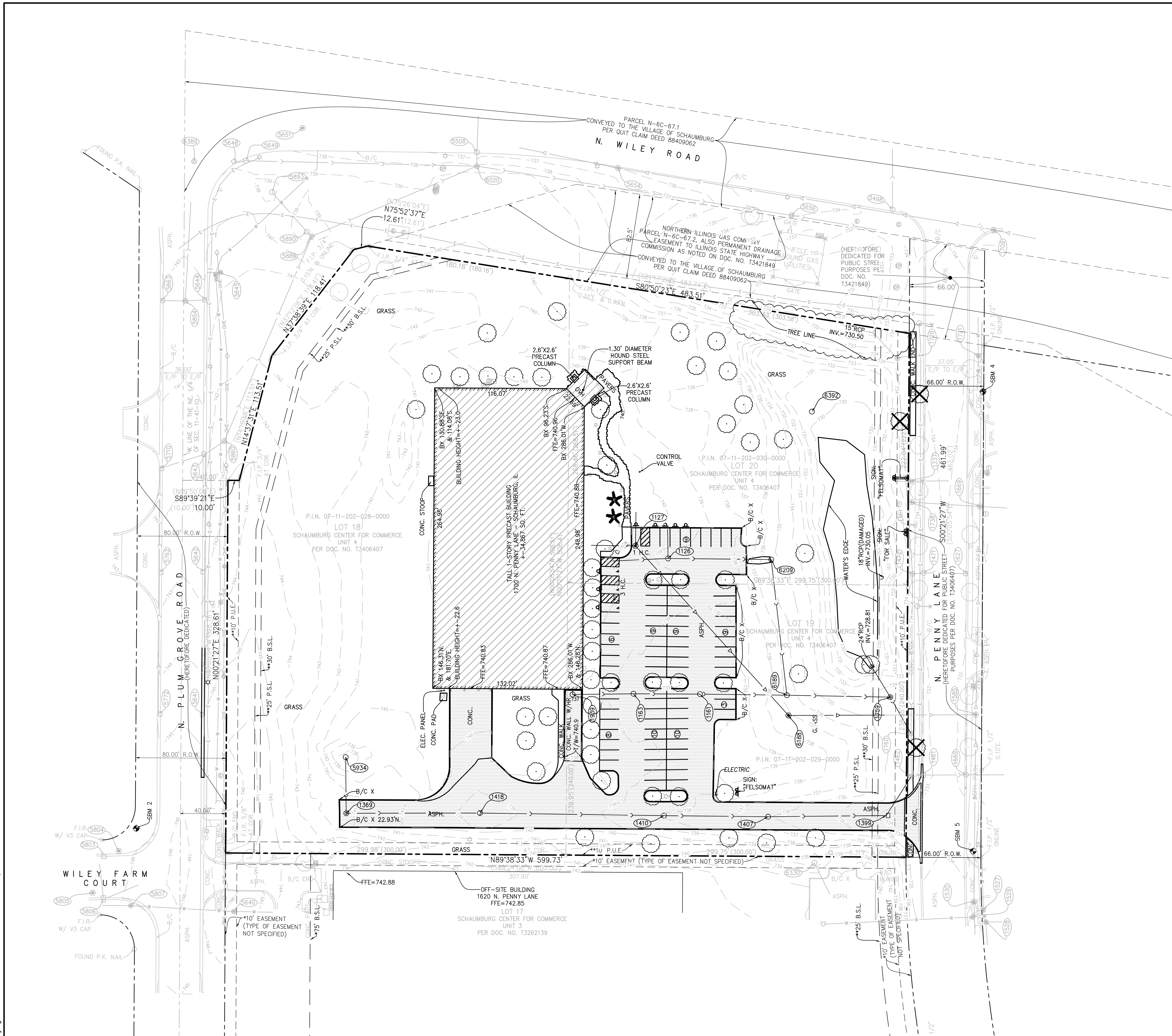

N

GRAPHIC SCALE 1"= 40'

0 20' 40' 80'

DEMOLITION HATCH LEGEND:

EXISTING BUILDING TO BE DEMOLISHED

EXISTING FULL DEPTH PAVEMENT TO BE REMOVED

EXISTING TREE TO BE REMOVED
(SEE TREE PRESERVATION AND LANDSCAPE PLANS)

DEMOLITION NOTES:

1. CONTRACTOR SHALL CONTACT J.U.L.I.E (1-800-892-0123 OR 811) AND/OR PRIVATE LOCATING SERVICE TO LOCATE ALL UNDERGROUND UTILITY LINES PRIOR TO STARTING ANY DEMOLITION AND/OR EXCAVATION. EXACT LOCATIONS OF ANY EXISTING ELECTRIC, GAS, TELEPHONE, ETC. LINES ARE UNKNOWN.
2. CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY DEMOLITION PERMITS AND COORDINATE ALL DEMOLITION WORK WITH THE MUNICIPALITY AND OWNERS REPRESENTATIVE.
4. ALL EROSION AND SEDIMENTATION CONTROL MEASURES AND DEVICES SHALL BE INSTALLED AND FUNCTIONAL BEFORE THE SITE IS OTHERWISE DISTURBED. THEY SHALL BE KEPT OPERATIONAL AND CONTINUOUSLY MAINTAINED THROUGHOUT ALL CONSTRUCTION UNTIL PERMANENT SITE STABILIZATION HAS BEEN ACHIEVED (SEE EROSION CONTROL AND STORMWATER POLLUTION PREVENTION PLANS FOR ADDITIONAL INFORMATION AND DETAILS).
5. THE PURPOSE OF THIS DRAWING IS TO CONVEY THE OVERALL SCOPE OF DEMOLITION WORK AND IT IS NOT INTENDED TO COVER ALL DETAILS OR SPECIFICATIONS REQUIRED TO COMPLY WITH GENERALLY ACCEPTED DEMOLITION PRACTICES. CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE SITE, SCOPE OF WORK, AND ALL EXISTING CONDITIONS AT THE JOB SITE PRIOR TO BIDDING AND COMMENCING THE WORK. THE DEMOLITION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, OR PROCEDURES USED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND IS LIABLE FOR THE SAFETY OF THE PUBLIC AND CONTRACTOR'S EMPLOYEES DURING THE COURSE OF THE PROJECT.
6. THE DEMOLITION PLAN IS INTENDED TO SHOW REMOVAL OF KNOWN SITE FEATURES AND UTILITIES AS SHOWN ON THE SURVEY PROVIDED TO THE ENGINEER FOR DESIGN. THERE MAY BE OTHER SITE FEATURES, UTILITIES, STRUCTURES, AND MISCELLANEOUS ITEMS BOTH BURIED AND ABOVE GROUND THAT ARE WITHIN THE LIMITS OF WORK THAT MAY REQUIRE REMOVAL FOR THE PROPOSED SITE IMPROVEMENTS BUT THAT ARE NOT SHOWN HEREON. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF SUCH ITEMS.
7. CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES PRIOR TO COMMENCING ANY SITE DEMOLITION OPERATIONS TO COORDINATE ANY DISCONNECTION OR REMOVAL OF EXISTING UTILITIES WITHIN THE PROPOSED AREA OF WORK.
8. CONTRACTOR SHALL COORDINATE ANY SHUT DOWNS OF EXISTING ROADWAYS AND UTILITIES WITH THE NECESSARY GOVERNING AUTHORITIES.
9. ALL EXISTING BUILDINGS, FOUNDATIONS, CONCRETE OR ASPHALT PAVEMENT OR WALKS, CURB AND GUTTER AND MISCELLANEOUS STRUCTURES (INCLUDING, BUT NOT LIMITED TO FENCES, POLES, YARD LIGHTS, ELECTRICAL PANELS, WHEEL STOPS AND MISCELLANEOUS DEBRIS) NOTED TO BE REMOVED SHALL BE DEMOLISHED, REMOVED FROM THE SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
10. VOIDS LEFT BY ANY ITEM REMOVED UNDER ANY PROPOSED BUILDINGS, PAVEMENTS, OR WALKS OR WITHIN 24" THEREOF SHALL BE BACKFILLED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND GEOTECHNICAL REPORT.
11. AS SOON AS DEMOLITION WORK HAS BEEN COMPLETED, FINAL GRADE OF BACKFILL IN DEMOLITION AREAS SHALL BE COMPACTED PER THE GEOTECHNICAL REPORT TO PRESENT A NEAT, WELL DRAINED APPEARANCE, AND TO PREVENT WATER FROM DRAINING UNNECESSARILY ONTO ADJACENT PROPERTIES. CONTRACTOR SHALL PROVIDE TEMPORARY DIVERSION SWALES OR OTHER MEANS OF MAINTAINING ADEQUATE SITE DRAINAGE.
12. ALL EXISTING TREES SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED. CONTRACTOR SHALL COORDINATE ALL TREE REMOVALS WITH TREE PRESERVATION AND LANDSCAPE PLANS.
13. CONTRACTOR SHALL UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES NOT NOTED TO BE REMOVED SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
14. CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
15. ALL FIRE ACCESS LANES WITHIN THE PROJECT AREA SHALL REMAIN IN SERVICE, CLEAN OF DEBRIS, AND ACCESSIBLE FOR USE BY EMERGENCY VEHICLES.
16. ALL EXISTING SANITARY SEWERS, STORM SEWERS, WATER MAINS OR IRRIGATION LINES AND APPURTENANCES NOTED FOR REMOVAL WITHIN THE AREA OF THE PROPOSED CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR OR ABANDONED IN PLACE. UNLESS OTHERWISE NOTED ON PLANS, ALL ABANDONED SEWER LINES SHALL BE PLUGGED AT BOTH ENDS WITH A MINIMUM OF TWO (2) FOOT LONG NON-SHRINK CONCRETE OR MORTAR PLUGS.
17. ALL EXISTING WELLS ARE TO BE CAPPED AT FULL COLUMN DEPTH PER ALL APPLICABLE COUNTY AND ILLINOIS DEPARTMENT OF HEALTH REGULATIONS.
18. SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

No.	Description	Date
4	REVISED PER VILLAGE	7/31/26
3	COORDINATION SET	7/23/26
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EXISTING CONDITIONS AND DEMOLITION PLAN

1700 N. PENNY LANE

ARCO MURRAY

SCHAUMBURG, ILLINOIS

JACOB & HEFNER
ASSOCIATES
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PHONE: (630) 652-4600, FAX: (630) 652-4601
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H790

1" = 40'

C3.0

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STRUCTURE#	TYPE	RIM ELEVATION	INVERT
1461	STORM INLET	732.56	I(E,W)27"RCP=727.01
1559	STORM INLET	732.66	I(E,W)27"RCP=727.16
1462	STORM MANHOLE	733.93	I(N)15"RCP–NOT ACCESSIBLE
			I(E)27"RCP=727.28
			I(S)12"RCP=727.28
1760	STORM MANHOLE	734.08	I(N,S,NW)15"RCP=728.08
1472	STORM MANHOLE	734.07	I(N,S)15"RCP=729.17
			I(E)12"RCP=729.17
1759	STORM MANHOLE	735.06	I(N)10"PVC=728.06
			I(SE)15"RCP=728.06
			I(W)18"RCP=728.06
			I(NW)24"RCP=728.06
1627	STORM INLET	732.98	I(W)12"RCP=729.68
1471	STORM INLET	733.14	I(E,W)12"RCP=729.24
1729	STORM MANHOLE	735.63	I(S,NW)15"RCP=730.13
5803	STORM INLET	746.17	WATER LINE=742.87
			NO PIPES VISIBLE
5806	STORM INLET	746.15	I(NW)12"RCP=742.55
			I(NE)RCP=742.55(SIZE?)
5772	STORM INLET	744.39	I(N)12"RCP=740.04
5641	STORM INLET	744.53	I(N)12"RCP=740.08
5642	STORM INLET	742.43	I(N,S)12"RCP=738.78
			WATER LINE=738.33
5643	STORM INLET	741.30	I(NE)12"DIP=735.80
			I(S)12"RCP=737.95
			I(SW)12"RCP=735.95
5762	STORM INLET	742.49	I(N)12"RCP=738.69
			I(S)12"RCP=739.04
5663	STORM INLET	740.04	I(E)12"DIP=737.34
5710	STORM INLET	741.31	I(NE)12"RCP=736.21
			I(S)12"RCP=738.16
5644	STORM INLET	740.06	I(W)12"DIP=737.36
5854	STORM MANHOLE	740.45	I(E,W)12"DIP=736.95
			NOTED, "FLOWS NORTH"
			NO N. INVERT MEASURED
5649	STORM INLET	738.81	I(E,W)12"RCP=734.81
5648	STORM INLET	738.43	I(E)12"RCP=735.38
5498	STORM INLET	733.16	I(N)10"RCP=730.76
5508	STORM INLET	736.11	I(N,S)12"RCP=732.71
1399	STORM INLET	733.55	I(N)15"RCP=728.90
			I(W)12"RCP=728.90
6389	STORM MANHOLE?	739.28	SEALED SHUT–NOT ACCESSIBLE
5860	STORM MANHOLE	742.67	I(N)15"RCP=735.12
			I(SW)12"DIP=735.52
1418	STORM INLET	738.54	I(E)15"RCP=732.09
			I(W)12"RCP=732.29
1369	STORM MANHOLE	741.16	I(N,E)12"RCP=733.61
5893	STORM INLET–BEEHIVE	738.42	I(SE)12"RCP=735.47
5934	STORM INLET–BEEHIVE	737.54	I(S)12"RCP=734.24
5889	STORM MANHOLE	739.39	I(NE,S,NW)12"RCP=735.09
5890	STORM INLET–BEEHIVE	738.49	I(NW,SE)12"RCP=734.94
6020	STORM MANHOLE	737.82	I(N)12"RCP–NOT ACCESSIBLE
			I(E)12"RCP=731.07
			I(SW)12"RCP=733.72
			I(W)12"RCP=731.27
5656	STORM MANHOLE	734.46	I(E)15"RCP=729.26
			I(W)12"RCP=729.26
1161	STORM INLET	738.10	I(E,W)12"RCP=730.60
1126	STORM INLET	738.10	I(E)12"RCP=733.95
			I(N)15"RCP–NOT ACCESSIBLE
			I(W)+–10"RCP–NOT ACCESSIBLE
6209	STORM INLET	735.34	I(S)24"RCP=731.99
			I(W)12"RCP=732.34
1410	STORM INLET	737.90	I(E,W)15"RCP=730.70
1163	STORM INLET	738.36	I(E,W)12"RCP=731.16
6189	STORM INLET–BEEHIVE	736.71	I(N)15"RCP=729.01
			I(E)18"RCP=729.01
			I(W)12"RCP=729.01
1407	STORM INLET	736.06	I(E,W)15"RCP=729.86
6392	STORM INLET–BEEHIVE	729.90	FULL OF DEBRIS
6330	STORM INLET	737.58	I(SE)+–10"RCP=734.98
1939	STORM INLET	736.66	I(N)12"PVC=732.86
			I(E)12"RCP=732.71

STRUCTURE#	TYPE	RIM ELEVATION	INVERT
1530	SANITARY MANHOLE	734.53	I(N,S)8"CLAY=727.13
1738	SANITARY MANHOLE(?)	734.14	I(E)+–12"PVC=725.44
			STRUCTURE FULL OF DEBRIS
1585	SANITARY MANHOLE	733.60	I(N,S)8"CLAY=726.05
			I(W)8"DIP=727.75
1669	SANITARY MANHOLE	734.24	I(N,S)8"CLAY=725.01
			I(W)8"CLAY=725.59
			I(E)725.59–SIZE/TYPE UNKNOWN
5804	SANITARY MANHOLE	746.68	I(N,S,W)+–8"PVC=734.28
5651	SANITARY MANHOLE	737.73	I–BOTTOM OF STRUCTURE=712.73
			NO VISIBLE PIPES
1709	SANITARY MANHOLE	732.71	I(E,W)=713.51–SIZE/TYPE UNKNOWN
5654	SANITARY MANHOLE	735.72	I(E,W)=712.72–SIZE/TYPE UNKNOWN
1127	SANITARY MANHOLE	739.63	I(N,SE,W)+–10"PVC=733.73
			PIPES ARE DEBRIS FILLED
6188	SANITARY MANHOLE	737.10	I(E,NW)+–10"PVC=732.20

STRUCTURE#	TYPE	RIM ELEVATION	INVERT
1528	WATER VALVE VAULT	735.73	I–TOP +–18"DIP N,S=731.23
			I–TOP +–10"DIP E=730.98
1529	WATER VALVE VAULT	735.41	I–TOP 8"DIP E,W=731.11
1527	WATER VALVE VAULT	735.43	I–TOP +–18"DIP N,S=731.88
1737	WATER VALVE VAULT	734.82	I–TOP +–8"DIP E,W=729.42
1721	WATER VALVE VAULT	734.81	I–TOP DIP N,S=729.06
			SIZE UNKNOWN–WATER FILLED
5640	WATER VALVE VAULT	746.54	I–TOP DIP E,W=738.19
			SIZE UNKNOWN–WATER FILLED
5807	WATER VALVE VAULT	746.32	I–TOP +–12"DIP E,W=738.77
5645	WATER VALVE VAULT	740.68	I–TOP +–18"DIP N,S=735.68
			I–TOP +–12"DIP W=735.68

EXISTING CONDITIONS AND DEMOLITION PLAN

1700 N. PENNY LANE

ARCO MURRAY

SCHAUMBURG, ILLINOIS

No.	Description	Date
1	PERMIT SET	6/8/26
2	REVISED PER VILLAGE	6/12/26
3	COORDINATION SET	7/23/26
4	REVISED PER VILLAGE	7/31/26

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H790

1" = 40'

C3.1

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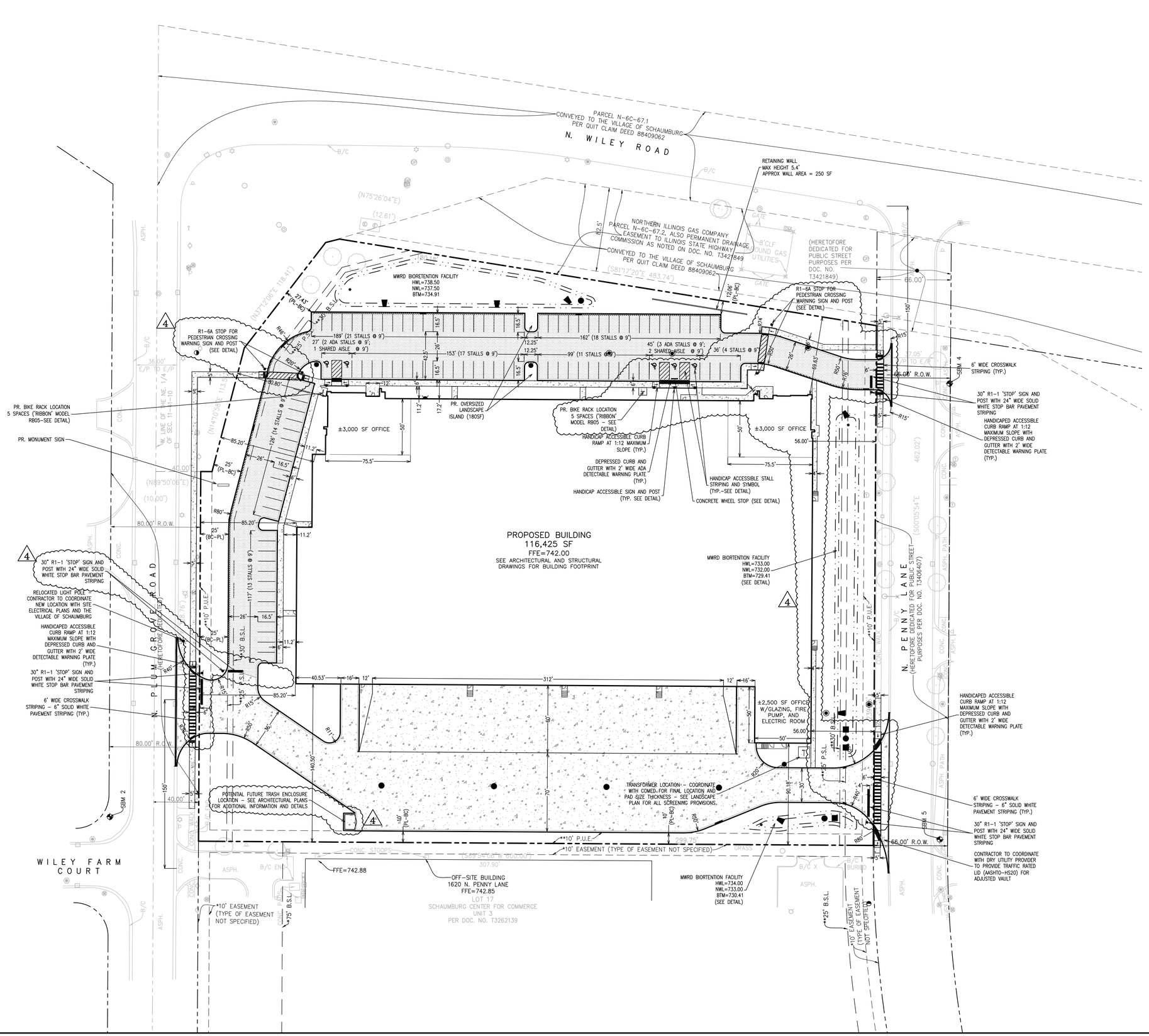

PAVEMENT HATCH LEGEND:

- LIGHT CONCRETE PAVEMENT
  6" PORTLAND CEMENT CONCRETE
  4,000 PSI, A/E
  4" CA-6 CRUSHED STONE
  COMPACTED SUBGRADE, 95% MODIFIED PROCTORR
- HEAVY DUTY CONCRETE PAVEMENT
  7" PORTLAND CEMENT CONCRETE
  4,000 PSI, A/E
  4" CA-6 CRUSHED STONE
  COMPACTED SUBGRADE, 95% MODIFIED PROCTOR
- CONCRETE SIDEWALK
  5" PORTLAND CEMENT CONCRETE
  4,000 PSI, A/E
  4" CA-6 CRUSHED STONE
  COMPACTED SUBGRADE, 95% MODIFIED PROCTOR

STRUCTURAL NUMBER CALCULATION

LIGHT DUTY CONCRETE PAVEMENT

6" PORTLAND CEMENT CONCRETE	0.50 * 6 =	3.00
4" CA-6 CRUSHED STONE	0.13 * 4 =	0.52
TOTAL STRUCTURAL NUMBER		3.52

HEAVY DUTY CONCRETE PAVEMENT

7" PORTLAND CEMENT CONCRETE	0.50 * 7 =	3.50
4" CA-6 CRUSHED STONE	0.13 * 4 =	0.52
TOTAL STRUCTURAL NUMBER		4.02

4

CURB LEGEND:

- B6.12 CURB AND GUTTER
- REVERSE PITCH B6.12 CURB AND GUTTER
- DEPRESSED CURB AND GUTTER

NOTE:

REFER TO THE PROJECT GEOTECHNICAL REPORT PREPARED BY TESTING SERVICE CORPORATION, DATED MAY 29, 2026 (PROJECT #: L-100,642) FOR INFORMATION REGARDING THE EXISTING SOIL CONDITIONS AND PROPOSED SUBGRADE PREPARATIONS.

GEOMETRIC NOTES:

1. ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB OR CENTER OF PAVEMENT MARKING UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 4.5' UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL COORDINATE ALL SITE IMPROVEMENTS WITH ARCHITECTURAL PLANS.
4. ALL PROPOSED PAVEMENT MARKINGS WITHIN THE PROPERTY BOUDNARY SHALL BE 4" PAINT MARKINGS UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL CONFORM TO ARTICLE 1095.02 OF THE I.D.O.T. STANDARD SPECIFICATIONS.
5. CONSTRUCTION SURVEY AND STAKEOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. BUILDING DIMENSIONS AND DOORWAY LOCATIONS ARE SHOWN FOR REFERENCE ONLY. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
7. CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
8. ALL EXISTING TREES SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED. SEE LANDSCAPE PLANS FOR PROPOSED TREE AND PLANTING REQUIREMENTS.
9. SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

No.	Description	Date
4	REVISED PER VILLAGE	7/31/26
3	COORDINATION SET	7/23/26
2	REVISED PER VILLAGE	6/12/26
1	PERMIT SET	6/8/26

DIMENSIONAL CONTROL AND PAVING PLAN

1700 N. PENNY LANE

ARCO MURRAY

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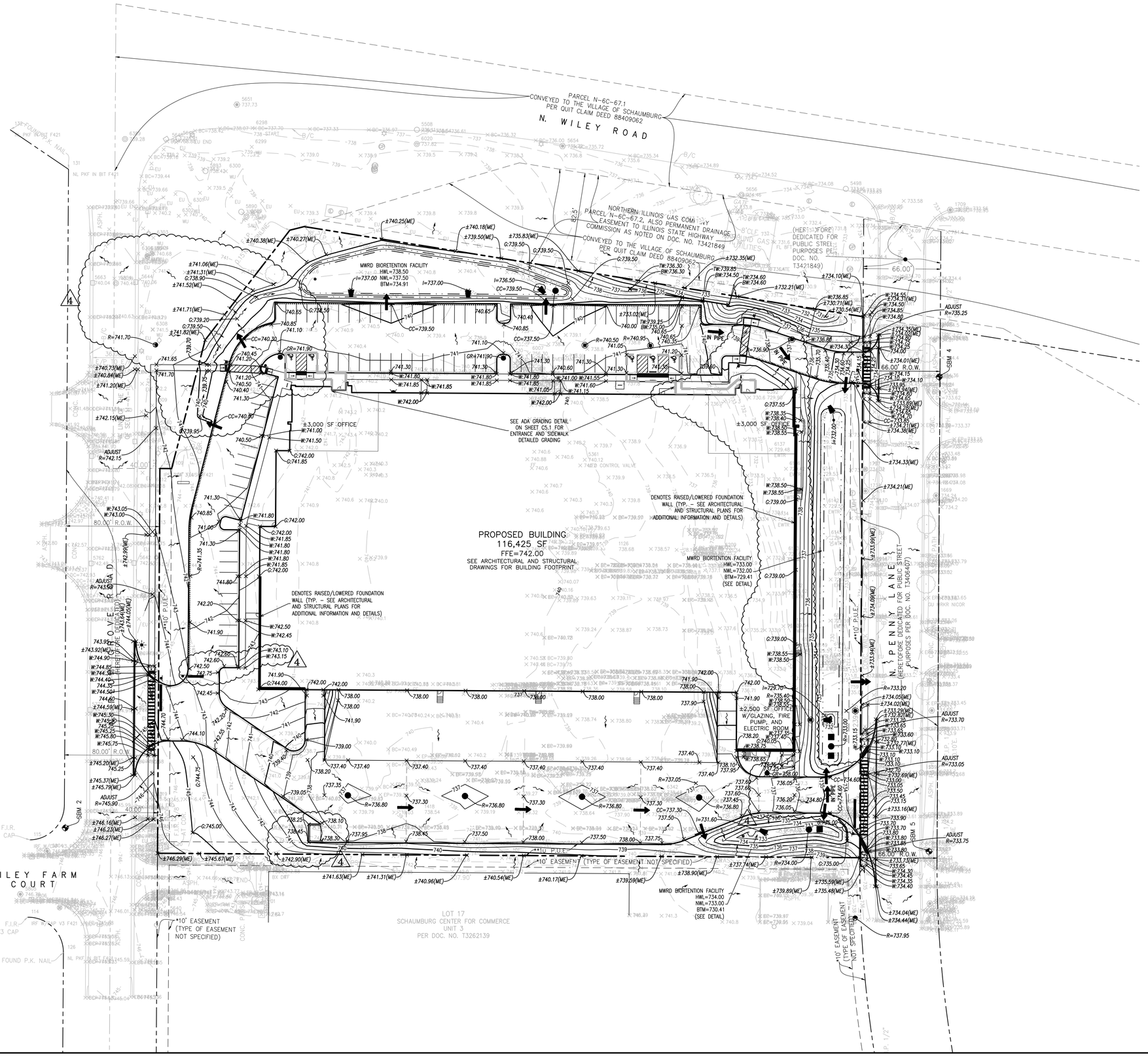



GRADING LEGEND:

EXISTING CONTOUR	—700—
EXISTING SPOT ELEVATION	× XXX.XX
PROPOSED CONTOUR	—700—
PROPOSED SPOT ELEVATION	× XXX.XX
PROPOSED GROUND/FINISHED GRADE ELEVATION	× G:XXX.XX
PROPOSED TOP OF SIDEWALK ELEVATION	× W:XXX.XX
PROPOSED CURB CUT ELEVATION	× CC=XXX.XX
PROPOSED RIM ELEVATION	× R=XXX.XX
MATCH EXISTING ELEVATION	× XXX.XX(ME)
INVERT ELEVATION	I = XXX.XX
TOP OF WALL ELEVATION	× TW:XXX.XX
BOTTOM OF WALL ELEVATION	× BW:XXX.XX
PROPOSED DRAINAGE DIVIDE	
DRAINAGE DIRECTION	
OVERFLOW ROUTE	
POND EMERGENCY OVERFLOW ROUTE	

GRADING NOTES:

1. ALL PROPOSED SPOT ELEVATIONS ARE TOP OF PAVEMENT OR FINISHED GRADE ELEVATIONS UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO COMMENCEMENT OF SITE GRADING OPERATIONS.
3. ALL PROPOSED GRADING, PAVEMENT, APRONS, CURBS, SIDEWALKS, ETC. SHALL MATCH EXISTING GRADES FLUSH.
4. MAXIMUM CROSS SLOPES AND LONGITUDINAL SLOPES FOR ALL CONCRETE SIDEWALKS AND HANDICAP ACCESSIBLE ROUTES SHALL NOT EXCEED 2% AND 5%, RESPECTIVELY.
5. MAXIMUM SLOPES WITHIN THE HANDICAP ACCESSIBLE PARKING AREAS AND ACCESSIBLE ROUTE TO THE BUILDING SHALL NOT EXCEED 2% IN ANY DIRECTION. HANDICAP ACCESSIBLE ROUTE DENOTED BY: = = = = = = =
6. MAXIMUM GRADE DIFFERENCE BETWEEN PAVEMENT SURFACES AND ADJACENT CONCRETE SIDEWALKS FOR THE HANDICAP ACCESSIBLE ROUTE TO THE BUILDING SHALL NOT EXCEED 1/4" VERTICAL OR 1/2" WHEN BEVELED.
7. CONTRACTOR SHALL COORDINATE EXTERIOR DOORWAY AND FINISHE GRADE ELEVATIONS WITH ARCHITECTURAL AND STRUUCTURAL PLANS. ALL HANDICAP ACCESSIBLE DOORWAY LOCATIONS REQUIRE AND EXTERIOR LANDING THAT IS A MINIMUM OF FIVE (5') FEET IN LENGTH WITH A SLOPE NOT EXCEEDING 2% IN ANY DIRECTION.
8. CONTRACTOR SHALL UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
9. CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ALL EXISTING STORM SEWERS WITHIN THE PROJECT AREA DURING CONSTRUCTION OPERATIONS AS NECESSARY TO PREVENT SILT OR DEBRIS ACCUMULATION.
10. ALL GREEN AREAS SHALL BE DRESSED WITH A MINIMUM OF 12" OF TOPSOIL AND PERMANENT SEEDING.
11. SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

No.	Description	Date
1	PERMIT SET	6/8/26
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GRADING PLAN

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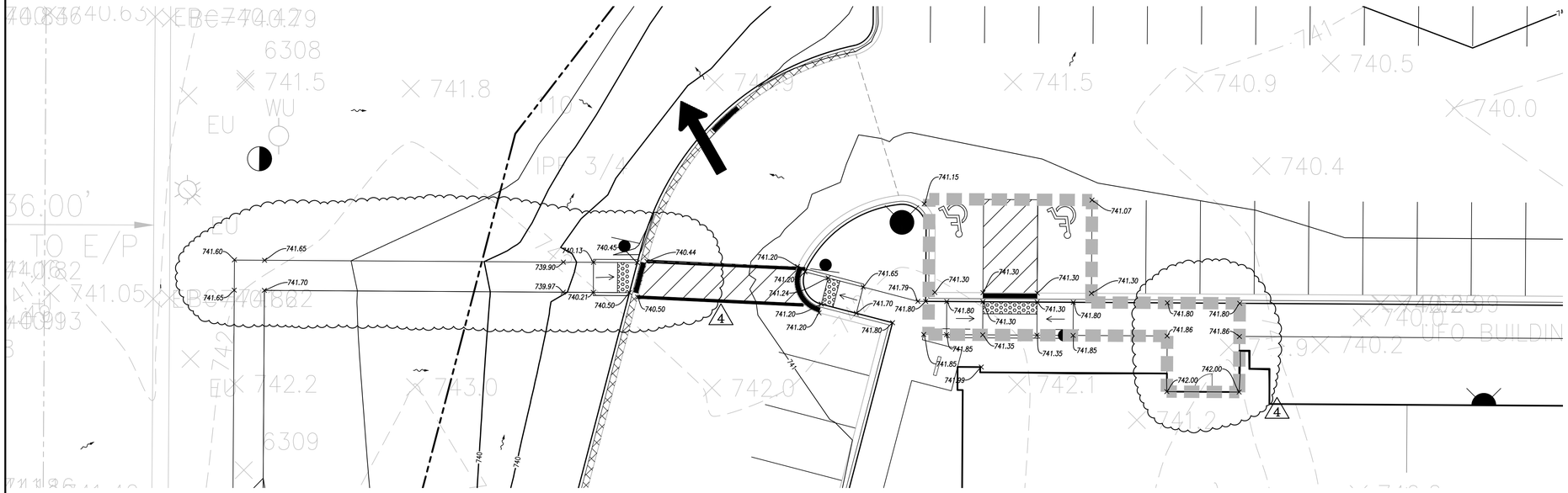
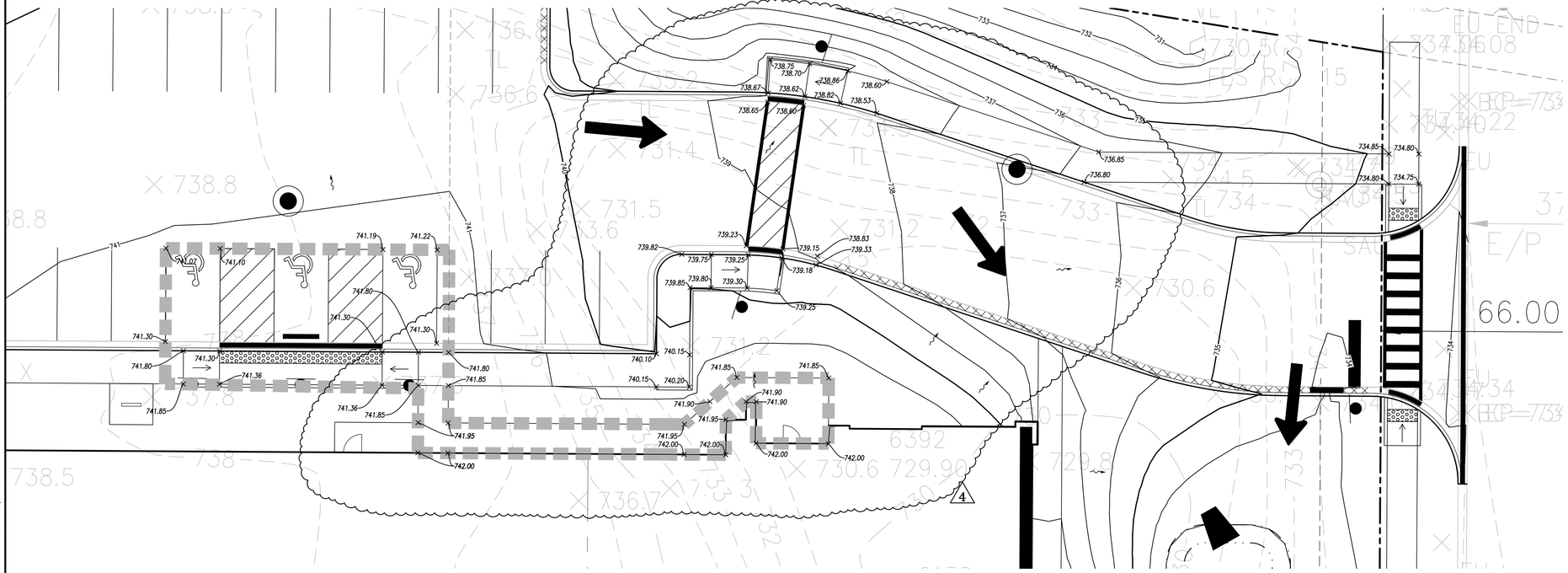
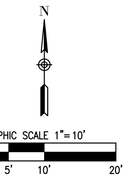


DETAILED GRADING PLAN – NORTHWEST CORNER OF BUILDING



DETAILED GRADING PLAN – NORTHEAST CORNER OF BUILDING



GRADING LEGEND:

EXISTING CONTOUR	—700—
EXISTING SPOT ELEVATION	× XXX.XX
PROPOSED CONTOUR	700
PROPOSED SPOT ELEVATION	× XXX.XX
PROPOSED GROUND/FINISHED GRADE ELEVATION	× G:XXX.XX
PROPOSED TOP OF SIDEWALK ELEVATION	× W:XXX.XX
PROPOSED CURB CUT ELEVATION	× CC=XXX.XX
PROPOSED RIM ELEVATION	× R=XXX.XX
MATCH EXISTING ELEVATION	× XXX.XX(ME)
INVERT ELEVATION	I = XXX.XX
TOP OF WALL ELEVATION	× TW:XXX.XX
BOTTOM OF WALL ELEVATION	× BW:XXX.XX
PROPOSED DRAINAGE DIVIDE	
DRAINAGE DIRECTION	
OVERFLOW ROUTE	
POND EMERGENCY OVERFLOW ROUTE	

GRADING NOTES:

1. ALL PROPOSED SPOT ELEVATIONS ARE TOP OF PAVEMENT OR FINISHED GRADE ELEVATIONS UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO COMMENCEMENT OF SITE GRADING OPERATIONS.
3. ALL PROPOSED GRADING, PAVEMENT, APRONS, CURBS, SIDEWALKS, ETC. SHALL MATCH EXISTING GRADES FLUSH.
4. MAXIMUM CROSS SLOPES AND LONGITUDINAL SLOPES FOR ALL CONCRETE SIDEWALKS AND HANDICAP ACCESSIBLE ROUTES SHALL NOT EXCEED 2% AND 5%, RESPECTIVELY.
5. MAXIMUM SLOPES WITHIN THE HANDICAP ACCESSIBLE PARKING AREAS AND ACCESSIBLE ROUTE TO THE BUILDING SHALL NOT EXCEED 2% IN ANY DIRECTION. HANDICAP ACCESSIBLE ROUTE DENOTED BY: = = = = = = = =
6. MAXIMUM GRADE DIFFERENCE BETWEEN PAVEMENT SURFACES AND ADJACENT CONCRETE SIDEWALKS FOR THE HANDICAP ACCESSIBLE ROUTE TO THE BUILDING SHALL NOT EXCEED 1/4" VERTICAL OR 1/2" WHEN BEVELED.
7. CONTRACTOR SHALL COORDINATE EXTERIOR DOORWAY AND FINISHE GRADE ELEVATIONS WITH ARCHITECTURAL AND STRUUCTURAL PLANS. ALL HANDICAP ACCESSIBLE DOORWAY LOCATIONS REQUIRE AND EXTERIOR LANDING THAT IS A MINIMUM OF FIVE (5') FEET IN LENGTH WITH A SLOPE NOT EXCEEDING 2% IN ANY DIRECTION.
8. CONTRACTOR SHALL UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
9. CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ALL EXISTING STORM SEWERS WITHIN THE PROJECT AREA DURING CONSTRUCTION OPERATIONS AS NECESSARY TO PREVENT SILT OR DEBRIS ACCUMULATION.
10. ALL GREEN AREAS SHALL BE DRESSED WITH A MINIMUM OF 12" OF TOPSOIL AND PERMANENT SEEDING.
11. SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

No.	Description	Date
1	PERMIT SET	6/8/26
2	REVISED PER VILLAGE	6/12/26
3	COORDINATION SET	7/23/26
4	REVISED PER VILLAGE	7/31/26

DETAILED GRADING PLAN

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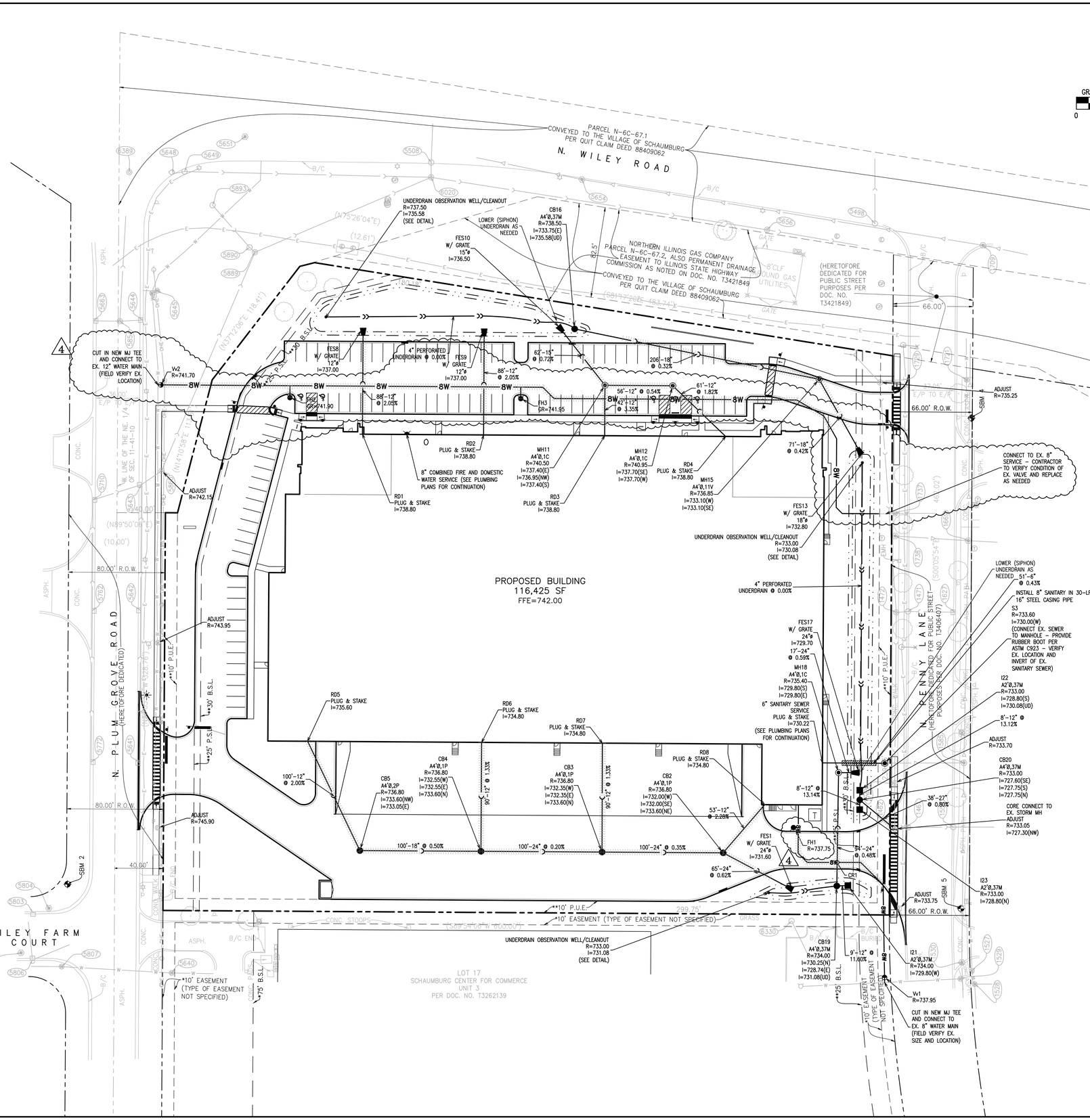

UTILITY NOTES:

1. ALL UTILITY LENGTHS SHOWN ARE MEASURED FROM CENTER OF STRUCTURES IN LINEAR FEET.
2. ALL EXISTING UTILITY RIMS, GRADE RINGS, PEDESTALS, ETC. SHALL BE RAISED OR LOWERED AS REQUIRED TO MEET PROPOSED FINISHED GRADE.
3. ALL PROPOSED CONNECTIONS TO EXISTING UTILITY STRUCTURES OR PIPING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE GOVERNING AUTHORITY REQUIREMENTS AND SPECIFICATIONS.
4. GRANULAR TRENCH BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED TO A MINIMUM OF 95% MODIFIED PROCTOR DENSITY, PER ASTM D1557, OVER ALL UTILITIES WHICH ARE CONSTRUCTED UNDER, OR WITHIN TWO (2) FEET OF, ANY PROPOSED OR EXISTING PAVEMENT, PARKING LOTS, SIDEWALKS, ETC. GRANULAR TRENCH BACKFILL NOTED ON THE PLANS BY:
5. CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST FORTY-EIGHT (48) HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED SITE IMPROVEMENTS SHOWN ON THE PLANS.
6. CONTRACTOR SHALL UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES NOT NOTED TO BE REMOVED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
7. CONTRACTOR SHALL EXCAVATE AND FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, SIZES, CONDITIONS AND ELEVATIONS AT PROPOSED POINTS OF CONNECTION PRIOR TO COMMENCING ANY UNDERGROUND CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO PROCEEDING WITH CONSTRUCTION.
8. CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ALL EXISTING SEWER SYSTEMS DURING CONSTRUCTION OPERATIONS AS NECESSARY TO PREVENT SILT OR DEBRIS ACCUMULATION.
9. SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS INCLUDING ALL PIPE MATERIAL AND JOINT SPECIFICATIONS.

WATER MAIN NOTES:

WATER MAIN STRUCTURE SYMBOL LEGEND:
Vv = VALVE VAULT
PC = PRESSURE CONNECTION
FH = FIRE HYDRANT ASSEMBLY
GR = FIRE HYDRANT GRADE RING

1. ALL WATER MAIN SHALL BE DIP CLASS 52, UNLESS OTHERWISE NOTED ON THE PLANS.
2. ALL FIRE HYDRANT LEADS SHALL BE 6-INCH, CLASS 52 DIP UNLESS OTHERWISE NOTED ON THE PLANS.
3. BRASS WEDGES FOR LOCATING WATER MAINS SHALL BE INSTALLED PER SECTION 41-2.05C OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, AS AMENDED.
4. MAINTAIN A MINIMUM OF 5.5-FT OF COVER AS MEASURED FROM THE PROPOSED GRADE OVER THE WATER MAIN. MAINTAIN HORIZONTAL SEPARATION WITH OTHER UTILITIES PER IEPA REQUIREMENTS.
5. ALL PROPOSED WATER MAIN INSTALLED WITHIN FILL MATERIAL SHALL BE RESTRAINED USING U.S. PIPE FIELD-LOK GASKETS OF APPROVED EQUIVALENT TO A POINT 50-FT PAST EACH SIDE OF THE AREA WHERE THE WATER MAIN IS INSTALLED WITHIN FILL.
6. ALL WATERMAIN SHUTDOWNS SHALL BE COORDINATED WITH THE VILLAGE OF SCHAUMBURG ENGINEERING AND PUBLIC WORKS DEPARTMENT (EPW). EPW WILL INVESTIGATE SHUTDOWNS PRIOR TO SCHEDULED CONSTRUCTION TO ENSURE THAT VALVES ARE FUNCTIONING PROPERLY. CONTRACTOR SHALL CONTACT EPW DISPATCH LINE (847-923-6612) A MINIMUM OF SEVEN WORKING DAYS PRIOR TO SHUTDOWN TO SCHEDULE THE PRE-SHUTDOWN INVESTIGATION. CONTRACTOR SHALL CONTACT EPW A MINIMUM OF 48 HOURS PRIOR TO SHUTDOWN TO CONFIRM SCHEDULE AND DETAILS OF SHUTDOWN. DEPENDING ON THE NUMBER OF EXISTING BUSINESSES SERVICED BY THE AFFECTED WATER MAIN, SPECIAL CIRCUMSTANCES (NIGHT SHUTDOWN) MAY BE REQUIRED.
7. ALL WATER VALVES AND HYDRANTS SHALL BE MANUFACTURED BY MUELLER VALVE COMPANY OR CLOW VALVE COMPANY.

STORM SEWER NOTES:

STORM SEWER STRUCTURE SYMBOL LEGEND:
I = INLET
MH = MANHOLE
CB = CATCH BASIN
RD = ROOF DRAIN
FES = FLARED END SECTION

STORM SEWER FRAME AND GRATE/LID SYMBOL LEGEND:
1C = IDOT TYPE 1 (CLOSED), NEENAH R-1713, EJIW 1050Z1
1P = IDOT TYPE 1 (OPEN), NEENAH R2504 (TYPE D GRATE), EJIW 1050Z1 (TYPE M1 GRATE)
2P: IDOT TYPE 1 (ADA), NEENAH R2504 (TYPE G GRATE), EJIW 1050Z1 (TYPE M3 GRATE)
8P = IDOT TYPE 8, NEENAH R4340-B, EJIW 6527
11P = IDOT TYPE 11, NEENAH R3281-A, EJIW 7210
11V = IDOT TYPE 11V, NEENAH R3281-AL, EJIW 7210V
37M: IDOT TYPE 37M, NEENAH R4342, EJIW 6489

EXAMPLE:
MH3
A4Ø,1P
MANHOLE #1, TYPE A, 4' DIAMETER, IDOT TYPE 1 FRAME AND GRATE (OPEN)

1. ALL 12" AND 15" STORM SEWER SHALL BE RCP CLASS V. ALL OTHER STORM SEWER SHALL BE RCP AND CONFORM TO THE IDOT CLASS SPECIFICATION LISTED IN ARTICLE 550.03 OF THE IDOT STANDARD SPECIFICATIONS (LATEST EDITION) UNLESS NOTED OTHERWISE.
2. ALL STORM SEWER CASTINGS SHALL BE EMBOSSED WITH A FISH IMAGE AND "DUMP NO WASTE - DRAINS TO WATERWAYS"
3. O-RING RUBBER GASKETS CONFORMING TO ASTM C443 SHALL BE PROVIDED ON ALL STORM SEWERS

SANITARY SEWER NOTES

SANITARY STRUCTURE SYMBOL LEGEND:
S = SANITARY MANHOLE

ALL SANITARY SEWER MANHOLES SHALL HAVE THE FOLLOWING FRAME AND LID:
1C: IDOT TYPE 1 (CLOSED), NEENAH R-1713, EJIW 1022Z3

1. ALL SANITARY SEWER SHALL BE PVC SDR 26 UNLESS OTHERWISE NOTED ON THE PLANS.

No.	Description	Date
4	REVISED PER VILLAGE	7/31/26
3	COORDINATION SET	7/23/26
2	REVISED PER VILLAGE	6/12/26
1	PERMIT SET	6/8/26

UTILITY PLAN

1700 N. PENNY LANE

ARCO MURRAY

SCHAUMBURG, ILLINOIS

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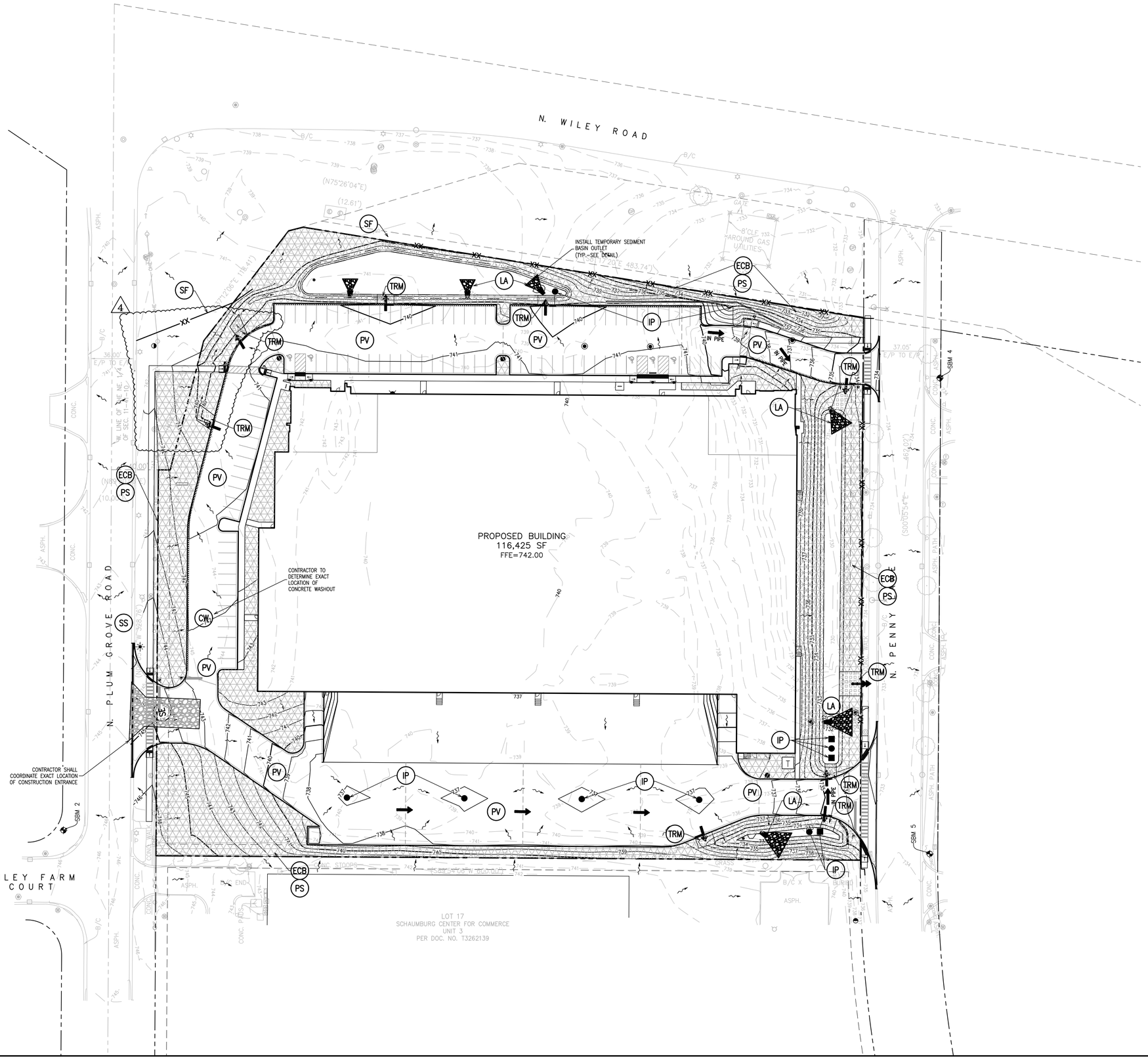

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GRAPHIC SCALE 1"= 40'

0 20' 40' 80'

EROSION CONTROL LEGEND:

- IP — INLET PROTECTION
- SF — SILT FENCE
- SE — STABILIZED CONSTRUCTION ENTRANCE
- ECB — EROSION CONTROL BLANKET (NORTH AMERICAN GREEN S75)
- TRM — PERMANENT TURF REINFORCEMENT MAT (NORTH AMERICAN GREEN VMAX SC250)
- PS — PERMANENT SEEDING (SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION AND DETAILS)
- SS — STREET SWEEPING
- PV — PAVEMENT
- CW — CONCRETE WASHOUT
- LA — LINED APRON

EROSION CONTROL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF SITE GRADING OR DEMOLITION OPERATIONS.
2. ALL ACCESS TO AND FROM THE CONSTRUCTION SITE IS TO BE RESTRICTED TO THE CONSTRUCTION ENTRANCE.
3. CONTRACTOR SHALL IMPLEMENT APPROPRIATE DUST CONTROL MEASURES AS NECESSARY.
4. EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS ANTICIPATED BY THE ENGINEER. ADDITIONAL MEASURES MAY BE REQUIRED DURING CONSTRUCTION AS WARRANTED BY SITE CONDITIONS OR AS DIRECTED BY THE ENGINEER AND/OR PROJECT GOVERNING AUTHORITIES.
5. IF DEWATERING DEVICES ARE USED, DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION. ALL PUMPED DISCHARGES SHALL BE ROUTED THROUGH APPROPRIATELY DESIGNED SEDIMENT TRAPS OR BASINS.
6. SEE GENERAL NOTES AND SPECIFICATIONS SHEET AND STORMWATER POLLUTION PREVENTION PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

SWPPP CONSTRUCTION SCHEDULE:

1. OBTAIN ALL APPLICABLE SITE PERMITS AND THOROUGHLY REVIEW PROJECT'S STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND EROSION CONTROL PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND UPDATING THE SWPPP THROUGHOUT THE DURATION OF CONSTRUCTION AS NECESSARY UNTIL FINAL SITE STABILIZATION IS ACHIEVED.
2. INSTALL PERIMETER SEDIMENT CONTROL MEASURES (I.E. SILT FENCE AND STABILIZED CONSTRUCTION ENTRANCE).
3. INSTALL INLET PROTECTION DEVICES FOR EXISTING STORM SEWER INLETS AND DRAINAGE STRUCTURES.
4. PERFORM STORMWATER POLLUTION PREVENTION SITE INSPECTIONS ON A WEEKLY BASIS AND WITHIN TWENTY–FOUR (24) HOURS OF THE END OF A RAINFALL EVENT THAT IS 0.5 INCH OR GREATER (OR EQUIVALENT SNOWFALL). AT A MINIMUM, THE INSPECTIONS SHALL INCLUDE THE DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, ALL STRUCTURAL CONTROL MEASURES, LOCATIONS WHERE VEHICLES ENTER OR EXIST THE SITE, AND ANY ADDITIONAL BEST MANAGEMENT PRACTICES IDENTIFIED IN THE SWPPP.
   - 4.1. ALL SITE EROSION AND SEDIMENT CONTROL MEASURES AND BEST MANAGEMENT PRACTICES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL BE CONTINUOUSLY MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION. CONTRACTOR SHALL MAKE AND COMPLETE THE REQUIRED REPAIRS WITHIN FORTY–EIGHT (48) HOURS OF THE INSPECTION.
   - 4.2. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL STRUCTURAL CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE SITE INSPECTIONS.
   - 4.3. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY SHOVELING OR STREET CLEANING (NOT FLUSHING) BEFORE THE END OF EACH WORKDAY AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL.
5. INSTALL NEW STORM SEWERS AND OTHER SITE UTILITIES AS INDICATED ON THE PLANS.
6. PROVIDE TEMPORARY SEEDING AND/OR MULCHING FOR ALL DISTURBED SITE AREAS THAT WILL NOT BE WORKED ON FOR MORE THAN SEVEN (7) DAYS.
7. INSTALL TEMPORARY CONCRETE WASHOUT PRIOR TO COMMENCEMENT OF ANY CONCRETE WORK ON SITE.
8. BEGIN SITE PAVING OPERATIONS (I.E. DRIVES, PARKING LOTS, ETC.)
9. PERFORM STREET CLEANING OPERATIONS AND OTHER BEST MANAGEMENT PRACTICES AS NEEDED FOR AREAS ADJACENT TO THE PROJECT SITE.
10. COMPLETE BUILDING CONSTRUCTION AND REMAINING SITE IMPROVEMENTS INDICATED ON THE PLANS.
11. REMOVE ALL TEMPORARY SITE EROSION AND SEDIMENT CONTROL MEASURES WITHIN THIRTY (30) DAYS OF FINAL SITE STABILIZATION.

No.	Description	Date
1	PERMIT SET	6/8/26
2	REVISED PER VILLAGE	6/12/26
3	COORDINATION SET	7/23/26
4	REVISED PER VILLAGE	7/31/26

EROSION CONTROL PLAN

1700 N. PENNY LANE

ARCO MURRAY

SCHAUMBURG, ILLINOIS

JACOB & HEFNER ASSOCIATES
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com

H790

1" = 40'

C7

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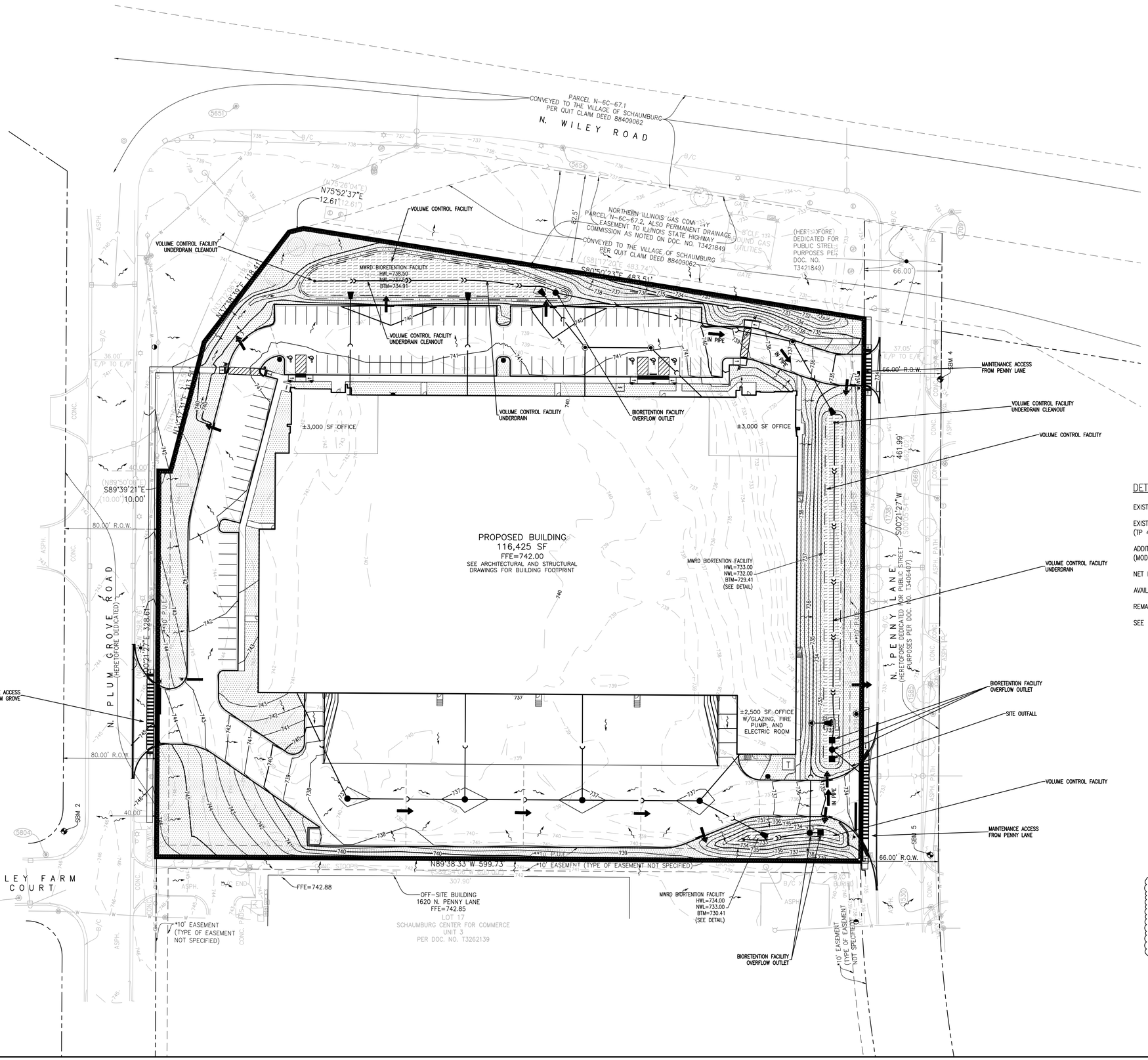

N

GRAPHIC SCALE 1"= 40'

0 20' 40' 80'

MWRD DRAINAGE EXHIBIT LEGEND:

PROPERTY AREA
6.74 ACRES

TOTAL PROJECT DEVELOPMENT AREA
6.74 ACRES

SITE DEVELOPMENT AREA
6.74 ACRES

SITE IMPERVIOUS AREA
5.02 ACRES
(C=0.90)

SITE PERVIOUS AREA
1.47 ACRES
(C=0.45)

SITE BIO-RETENTION AREA
0.25 ACRES
(C=0.10)

PROPOSED SITE RUNOFF COEFFICIENT 0.77
(5.02*0.90+1.47*0.45+0.25*0.10)/6.74)

EXISTING CONTOUR 700

PROPOSED CONTOUR 700

OVERFLOW ROUTE

EXISTING STORM SEWER

PROPOSED STORM SEWER

DETENTION SUMMARY SUMMARY TABLE:

EXISTING POND RELEASE RATE:	0.20 CFS
EXISTING DETENTION PROVIDED FOR SITE AT RELEASE RATE: (TP 40)	1.27 AC-FT
ADDITIONAL REQUIRED UNDER CURRENT ORDINANCE: (MODIFIED RATIONAL B75)	2.12 AC-FT
NET DETENTION REQUIRED BY DEVELOPMENT:	0.85 AC-FT
AVAILABLE ACCESS DETENTION IN EX. DETENTION BASIN:	18.11 AC-FT
REMAINING DETENTION AVAILABLE AFTER DEVELOPMENT COMPLETION:	17.26 AC-FT

SEE NOTE BELOW.

NOTE:

PER MWRD PERMIT NO. 1973-0525, ACCESS STORMWATER DETENTION VOLUME IS CURRENTLY PROVIDED WITHIN THE EXISTING DETENTION POND WITH A TOTAL TRIBUTARY AREA OF 122.6 ACRES (33.8 AC-FT) THEREFORE NO ADDITIONAL STORMWATER DETENTION VOLUME IS REQUIRED. REFER TO THE STORMWATER MANAGEMENT REPORT FOR ADDITIONAL CALCULATIONS AND INFORMATION. REFER TO SHEET C11.1 FOR OFFSITE POND VOLUME VERIFICATION.

VOLUME CONTROL SUMMARY TABLE:

TOTAL VOLUME CONTROL REQUIRED: (1" OVER NEW IMPERVIOUS AREA)	0.42 ACRE-FEET
TOTAL VOLUME CONTROL PROVIDED: (PER MWRD)	0.44 ACRE-FEET
BIO-RETENTION FACILITY (NORTH):	0.19 ACRE-FEET
BIO-RETENTION FACILITY (EAST):	0.22 ACRE-FEET
BIO-RETENTION FACILITY (SOUTHEAST):	0.03 ACRE-FEET
TOTAL VOLUME CONTROL PROVIDED: (PER VILLAGE-0.30 VOID POROSITY)	0.42 ACRE-FEET
BIO-RETENTION FACILITY (NORTH):	0.18 ACRE-FEET
BIO-RETENTION FACILITY (EAST):	0.21 ACRE-FEET
BIO-RETENTION FACILITY (SOUTHEAST):	0.03 ACRE-FEET

4

No.	Description	Date
4	REVISED PER VILLAGE	7/31/26
3	COORDINATION SET	7/23/26
2	REVISED PER VILLAGE	6/12/26
1	PERMIT SET	6/8/26

MWRD DRAINAGE EXHIBIT

1700 N. PENNY LANE

ARCO MURRAY

SCHAUMBURG, ILLINOIS

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H790

1" = 40'

C11

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N

GRAPHIC SCALE 1"= 50'

0 25' 50' 100'

MWRD DRAINAGE EXHIBIT LEGEND:

EXISTING DETENTION POND AREA
9.99 ACRES

EXISTING CONTOUR —700—

1700 NORTH PENNY LANE

Existing Pond Volume

Schaumburg, IL

Engineer: NJP **Date:** 7/14/2026
Job #: H790 **Plan Date:** 6/12/2026

STAGE - STORAGE CALCULATIONS

Elevation (ft)	Area (sf)	Volume (ac-ft)	Storage (ac-ft)
724.30	336,609	0.00	0.00
725.00	339,300	5.43	5.43
726.00	345,510	7.86	13.29
727.00	358,112	8.08	21.37
727.25	362,882	2.07	23.44
727.50	367,095	2.09	25.53
727.75	371,324	2.12	27.65
728.00	379,684	2.16	29.81
728.25	388,369	2.20	32.01
728.50	399,013	2.26	34.27
728.75	411,751	2.33	36.59
729.00	435,435	2.43	39.03

No.	Description	Date
4	REVISED PER VILLAGE	7/31/26
3	COORDINATION SET	7/23/26
2	REVISED PER VILLAGE	6/12/26
1	PERMIT SET	6/8/26

MWRD DRAINAGE EXHIBIT

1700 N. PENNY LANE

ARCO MURRAY

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H790

1" = 50'

C11.1

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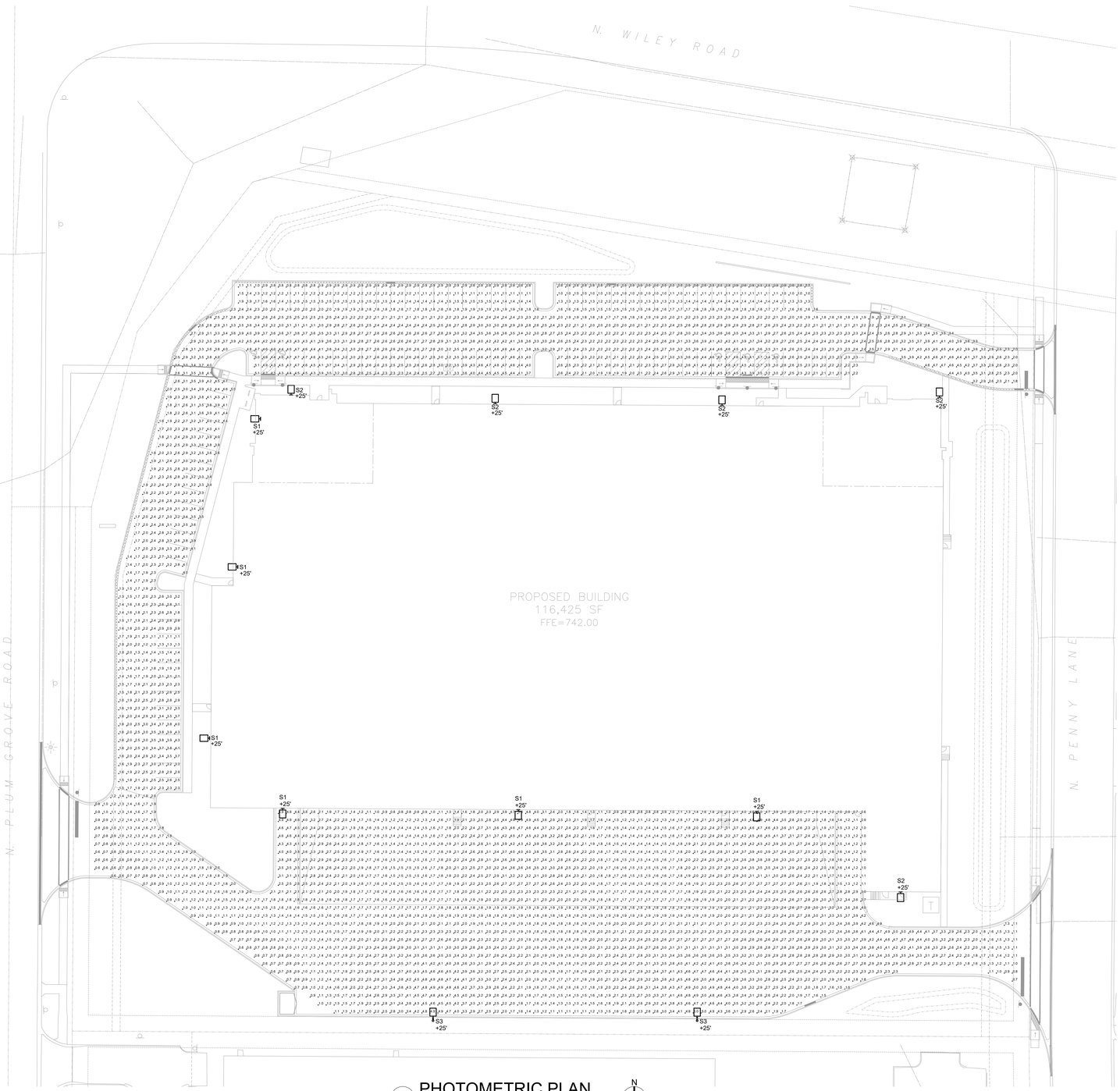
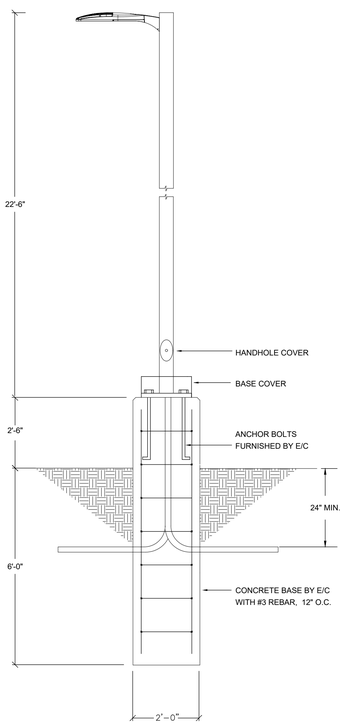


1 PHOTOMETRIC PLAN
SCALE 1" = 30'-0"

POLE BASE DETAIL (NTS)



GENERAL NOTES

NOTE: ALL LIGHT FIXTURES HAVE A LIGHT LOSS FACTOR OF 0.95 AND A TILT OF ZERO DEGREES. ALSO, ALL CALCULATION POINTS ARE AT GROUND LEVEL

PHOTOMETRIC STATISTICS

	AVERAGE	MINIMUM	MAXIMUM	UNIFORMITY RATIO	MAX/MIN RATIO
CAR PARKING	2.4fc	0.8fc	5.1fc	3.0:1	6.4:1
TRUCK DOCK	2.3fc	0.8fc	5.0fc	2.9:1	6.3:1

SITE LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	DESCRIPTION	MODEL	INPUT WATTS	VOLTS	ARM LENGTH
S1		LED WALL MTD. FIXTURE - T4M	LITHONIA (OR EQUAL) DSX1-LED-P9-50K-T4M-MVOLT-WBA-DDBXD IES FILE: DSX1_LED_P9_50K_80CRI_T4M.ies	241	MULTIPLE	2'-10.53"
S2		LED WALL MTD. FIXTURE - T3M	LITHONIA (OR EQUAL) DSX1-LED-P9-50K-T3M-MVOLT-WBA-DDBXD IES FILE: DSX1_LED_P9_50K_80CRI_T3M.ies	241	MULTIPLE	2'-10.53"
S3		LED FIXTURE - T3M MOUNTED ON A 22'-6" POLE	LITHONIA (OR EQUAL) DSX1-LED-P9-50K-T3M-MVOLT-SPA-DDBXD POLE: SSS-22'6"-4C-DM19AS-DDBXD IES FILE: DSX1_LED_P9_50K_80CRI_T3M.ies	241	MULTIPLE	2'-10.23"

CONNELLY
ELECTRIC
476 BRIGHTON DR
BLOOMINGDALE, IL 60108
630-543-9059
www.connellyelectric.com

NO.	DESCRIPTION	DATE
1	PHOTOMETRIC	07/30/2026

CROW SCHAUMBURG

1700 N PENNY LANE
SCHAUMBURG, IL

PHOTOMETRIC PLAN

PROJECT NUMBER	26-0209
DATE	07/30/2026
DRAWN BY	LPB
CHECKED BY	JJC

ES101

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Resolution No. R-26-_____A Resolution Approving a Master Right-of Way Use License Agreement between the Village of Schaumburg and Ripple Fiber Illinois, LLC for the Installation, Operation, and Maintenance of a Fiber Optic Network within the Public Rights-of-Way.
09/08/26
Village Board

Presenter: Andrew Buckwinkler; Assistant to the Village Manager
Lead Department: General Government

Executive Summary:

Ripple Fiber Illinois, LLC has requested approval of a Master Right-of-Way Use License Agreement (MLA) to authorize the construction, operation, and maintenance of a fiber-to-the-home broadband network within the village's public rights-of-way. The proposed agreement establishes the conditions under which Ripple Fiber may install underground fiber optic infrastructure throughout the community while ensuring the village retains oversight of construction activities, restoration of public property, and the long-term management and protection of public assets.

Master License Agreements have become a standard mechanism used by municipalities and fiber network providers to facilitate broadband deployment within public rights-of-way. Similar agreements have been approved by numerous municipalities throughout the region and state to balance private investment in broadband infrastructure with responsible stewardship of public assets. Although providers may generally install facilities through the standard permitting process, the proposed MLA establishes a comprehensive framework addressing permitting procedures, construction coordination, engineering standards, restoration requirements, insurance coverage, indemnification, performance bonding, facility relocation, reimbursement of engineering review and inspection costs, and long-term maintenance obligations. Establishing these responsibilities in advance promotes accountability and provides the village with appropriate oversight throughout construction and for the ongoing life of the infrastructure.

Importantly, approval of the MLA does not constitute approval for Ripple Fiber to begin construction throughout the village. Individual construction areas will remain subject to review and approval by the Engineering and Public Works Department (EPW) through the village's permitting process. This allows the village to actively manage the location, timing, and sequencing of construction based on other work occurring within the right-of-way, available inspection resources, restoration progress, and potential conflicts with other utilities or fiber providers.

The village is planning for the potential construction of multiple fiber networks and intends to coordinate permitting in a manner that avoids unnecessary overlap and resident confusion. Consistent with the village's existing practice for dry utilities, EPW may delay the issuance of permits within areas where significant village, utility, or other permitted construction is underway when necessary to appropriately

coordinate work and protect the public right-of-way. This authority will be particularly important if multiple fiber providers request permits for the same or adjacent neighborhoods during similar timeframes. In those circumstances, EPW can sequence construction so residents are not unnecessarily subjected to overlapping construction activities, competing notifications, or uncertainty regarding which contractor is responsible for restoration or other concerns.

While multiple providers may ultimately construct networks within the village, staff does not anticipate that providers will routinely attempt to construct within the same neighborhood simultaneously. Fiber providers generally have an economic incentive to prioritize areas where competing fiber infrastructure has not already been installed, as the introduction of fiber service can reduce the potential customer base and anticipated return on investment for subsequent providers. Nevertheless, the village's permitting process provides EPW with the ability to manage construction sequencing should overlapping requests occur.

Construction will also be divided into manageable phases developed collaboratively between Ripple Fiber and EPW. Rather than permitting unrestricted construction throughout the community simultaneously, Ripple Fiber will generally advance through priority construction areas consisting of approximately 200 to 500 homes at a time. The village will coordinate the release of subsequent construction areas based on factors including progress within previously permitted areas, restoration activities, other construction occurring nearby, and the village's ability to provide appropriate review and inspection. This phased approach is intended to maintain accountability throughout construction, encourage completion and restoration of individual service areas before significant additional work proceeds, and provide EPW with greater control over the overall pace of deployment.

EPW is also preparing for the additional engineering review and inspection workload associated with potentially having three fiber providers seeking construction permits concurrently. Staff anticipates that supplemental third-party engineering assistance will be necessary to maintain appropriate permit review and field inspection coverage without negatively affecting existing village projects and responsibilities. The proposed MLA requires Ripple Fiber to reimburse the village for applicable third-party engineering review and inspection expenses associated with its construction. This allows the village to obtain additional professional resources as necessary without shifting the cost of overseeing private fiber construction to the village.

EPW is currently working with the village's existing engineering consultant, CivilTech, to determine its interest and capacity to provide supplemental permit review and construction inspection services. Staff is also contacting other qualified engineering firms to identify additional resources and intends to have sufficient supplemental review and inspection capacity available before fiber construction begins. These consultants would work on behalf of the village and under EPW's direction to review permit plans, inspect construction activities, verify compliance with village standards, document deficiencies, and assist with restoration oversight as needed.

An exception to reimbursement requirements may occur if a provider registers with the State of Illinois and begins operating as a telecommunications retailer subject to the Illinois Simplified Municipal Telecommunications Tax (SMTT).

EPW will review proposed infrastructure locations as part of each permit application to ensure that above-ground and access infrastructure is appropriately distributed throughout residential areas. Village requirements limit the number of utility pedestals that may be located within an individual residential yard. Accordingly, permit plans will be reviewed to prevent individual properties from disproportionately accommodating utility infrastructure and to ensure access points and other facilities are distributed in accordance with village standards. Following completion of construction, the only visible fiber infrastructure is expected to consist primarily of flush-mounted access points and occasional service cabinets, resulting in minimal long-term visual impacts.

Resident communication will also be coordinated with the village's construction management efforts. Ripple Fiber has developed a communication plan intended to keep property owners informed in advance of construction within their neighborhood. Ripple Fiber's marketing team will distribute resident notification letters approximately four to five weeks before construction is scheduled to begin. A first round of door hangers will then be distributed approximately seven to ten days before construction, followed by a final round of door hangers 48 to 72 hours before work begins to provide nearby residents with a final notice of upcoming construction. These communications will provide information regarding anticipated construction activities, restoration commitments, and appropriate customer service contacts. During construction, contractors will be clearly identified as working on behalf of Ripple Fiber, and post-construction communications will provide residents with information regarding project completion and contacts for any restoration-related concerns.

Upon completion of construction, Ripple Fiber intends to offer fiber-to-the-home internet service through several fixed-rate service tiers: 650 Mbps service at $40 per month, 1 Gbps service at $55 per month, 2 Gbps service at $75 per month, 5 Gbps service at $105 per month, and 8 Gbps service at $135 per month. The 8 Gbps tier is generally intended for small- and medium-sized businesses or other customers with higher bandwidth needs.

Recommended Action:

Staff recommends the Planning, Building, and Development Committee recommend that the Village Board authorize the Village Manager to execute the attached Master License Agreement with Ripple Fiber Illinois, LLC of Charlotte, NC.

ATTACHMENTS:

- Ripple MLA - Final
- R-26-XXX- A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN A MLA WITH RIPPLE FIBER.pdf
- Ripple Proposed Map.png
- Ripple Communication Plan.png

MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT
(FIBER OPTIC NETWORK USE)

THIS MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT (hereinafter referred to as this "Agreement"), made and entered into this ____ day of _____, 2026 pursuant to authority provided by the Illinois Constitution of 1970, Illinois State Statutes, and the Village Municipal Code, between the Village of Schaumburg, an Illinois municipal corporation and home rule unit of local government, with its principal office located at 101 Schaumburg Court, Schaumburg, Illinois 60193, (hereinafter referred to as the "Village") and **Ripple Fiber Illinois, LLC**, a Delaware limited liability company with its principal office located at 6000 Fairview Road, Suite 300, Charlotte, NC 28210, (hereinafter referred to as the "LICENSEE"). The Village and the LICENSEE may be hereinafter referenced individually as "Party" or cumulatively as "Parties".

IT IS, THEREFORE, AGREED by and between the Village and the LICENSEE, in consideration of the public health, welfare and safety, and the promises and mutual covenants contained herein, as follows:

1. INTERPRETATIONS AND DEFINITIONS

a. Interpretation: When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and words in the singular number include the plural number. The words "shall" or "will" are always mandatory and not merely directory, and the word "may" is permissive.

b. Definitions: Except as provided herein, terms used within this Agreement shall have the same meaning as set forth within the Village's Right-of-Way Ordinance, as defined herein. Whenever used in this Agreement, the following terms shall have the following meanings:

i. **Effective Date**: The date of this Agreement as set forth on the beginning of the first page of this Agreement, which date shall be used for reference purposes and all other purposes.

ii. **Facilities**: The individual parts that together make the LICENSEE's System operational for the purposes set forth herein, including, without limitation, all cables, conduits, access manholes, pedestals, boxes, equipment, devices and other appurtenances in the Right-of-Way.

iii. **Final Plans and Specifications**: Those certain plans and specifications for the System approved by the Village pursuant to this Agreement.

iv. **Governmental Authorities**: The United States of America, the State of Illinois, the County of Cook and any political subdivision thereof, including, without limitation, the Village and any agency, department, commission, board, bureau or other instrumentality of any of them that has jurisdiction over the System or any property over, under, above or along which the System shall be installed.

v. **License**: The nonexclusive, revocable license granted to the LICENSEE in this Agreement, for the purposes of constructing, installing, using, maintaining, testing,

inspecting, operating, repairing and removing the System pursuant to and in accordance with this Agreement.

vi. **License Fee**: The fees required to be paid pursuant to this Agreement in consideration for the License.

vii. **Municipal Code:** The Municipal Code of the Village of Schaumburg, Illinois.

viii. **Permits**: All approvals, consents, permits, certificates, licenses, easements and authorizations required to be obtained from all Governmental Authorities and Persons, in connection with the Systems, including those needed to obtain access to or use of any real property.

ix. **Person**: Any natural person, or association, firm, partnership, join venture, corporation, limited liability company or other legally recognized entity or organization, whether for profit, not-for-profit, excluding Governmental Authorities.

x. **Preliminary Plans and Specifications**: Those certain plans and specifications for the System submitted by the LICENSEE to the Village's Project Manager, or their designee, pursuant to this Agreement.

xi. **Project Manager:** The Director of Public Works and Engineering.

xii. **Right-of-Way**: A public street, highway, road, roadway, utility easement, or other public right-of-way now or hereafter held by the Village in a proprietary or governmental/regulatory capacity.

xiii. **Right-of-Way Ordinance**: The Construction of Facilities in the Right-of-Way Ordinance contained in the Municipal Code at Title 15, Chapter 158.

xiv. **Service**: The provision of fiber broadband internet services and, where applicable, transmitting, receiving and distributing telecommunications and other information, including, without limitation, voice, data, signals, messages, and other forms of communications, but does not include cable communications as defined under the Cable Communications Policy Act of 1984 and the 1992 Cable Television Consumer Protection and Competition Act.

xv. **System**: The network consisting primarily of fiber optic cables to be constructed and installed by the LICENSEE pursuant to and in accordance with this Agreement, including, without limitation, all Facilities to be used by the LICENSEE for the purpose of providing fiber broadband internet services, which may include where applicable, transmitting, receiving and distributing telecommunications and other information, including, without limitation, voice, data, signals, messages, and other forms of communications, provided that the LICENSEE shall not be a cable operator, as such term as defined under the Cable Communications Policy Act of 1984 and the 1992 Cable Television Consumer Protection and Competition Act, as amended or as may be amended in the future.

xvi. **System Provider:** Any person providing a System and services within the Village pursuant to approval granted by the Village.

2. GRANT AND ACCEPTANCE OF LICENSE

a. **Grant of License**: The Village hereby grants to the LICENSEE a non-exclusive, revocable License for the Term of this Agreement to operate its System within the Village as detailed in the Permits and Final Plans and Specifications referenced in this Agreement for the sole purpose of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the LICENSEE's System. This License is limited to only the specific route and locations within the certain Right-of-Way within the Village, as detailed in the approved Final Plans and Specifications. This Agreement does not convey any right, title or interest in the Right-of-Way or property of the Village but shall be deemed a license for the limited purposes stated in this Agreement. Neither this Agreement nor the License shall be construed to create an assignment coupled with an interest, any vested right, or any warranty of title. The Parties hereto expressly intend and acknowledge that the LICENSEE's fiber optic cables and telecommunication lines will be personal property of the LICENSEE and not fixtures.

The rights granted to the LICENSEE herein shall always be subordinate to the Village's right to ingress into and egress out of, to use, occupy, repair, maintain, or otherwise utilize the Right-of-Way.

b. **System Obligations:** LICENSEE's System shall be designed to provide and shall be capable of providing internet and other System Services to all persons, including but not limited to residential, commercial, industrial, and governmental customers, throughout the Village and LICENSEE shall make such Services available to all such customers throughout the term of this Agreement; provided, however, that the LICENSEE shall not be required to construct its System within any area of the Village already served by another System Provider.

c. **Acceptance of License:** The LICENSEE hereby accepts the License and agrees to strictly comply with this Agreement.

d. **License, Permits and Approvals**: With the exception of those rights granted herein, this Agreement shall not take the place of any license, permit or approval that is or may in the future be required to be, secured by the LICENSEE from other Governmental Authorities or Persons in order to (i) install, use, maintain, test, inspect, operate, repair or remove the System; (ii) access, possess or otherwise use any real property, including any right-of-way of any other governmental entity; or (iii) engage in, maintain, operate or carry on a business within the Village.

e. **Nonexclusivity of Grant:** This Agreement does not grant any exclusive right, privilege, license or franchise to occupy or use the Right-of-Way or property of the Village for the provision of any services or any other purpose. Nothing contained in this Agreement shall prohibit the Village from granting other Governmental Authorities or Persons a license similar to the one granted herein to construct, install, maintain and operate a System in the Village.

f. **License Term**: The Term of the License shall be for a period of five (5) years, beginning on the Effective Date and ending five (5) years from the Effective Date, provided that LICENSEE is in compliance with the requirements of the Village's Code and the terms and conditions herein.

g. **License Renewal:** This Agreement shall automatically renew for two (2) successive five (5) Year terms (the "Renewal Terms") provided Licensee is in compliance with the terms and conditions of this Agreement at the time of renewal. This agreement may be terminated by either Party at the end of the Initial Term or then current Renewal Term by providing not less than ninety (90) days' advance written notice of termination to the other Party.

3. TAXES AND FEES

a. **Simplified Municipal Telecommunications Tax**: LICENSEE hereby represents that (1) the Illinois Commerce Commission granted the Licensee a Certificate of Exchange Service Authority to provide facilities based local telecommunications services, (2) the LICENSEE intends to offer telecommunications services within the Village as a Telecommunications Retailer as defined by the Telecommunications Infrastructure Maintenance Fee Act (TIFMA) (35 ILCS 635/10), and (3) upon providing telecommunications services shall be subject to Simplified Municipal Telecommunications Tax (SMTT) (35 ILCS 636/5) as imposed by the Village for the Facilities being installed pursuant to this Agreement. Should the LICENSEE provide telecommunications services within the Village, LICENSEE shall collect and pay the Village's Simplified Municipal Telecommunications Tax as required by the Municipal Code and State Law for the use of the Facilities installed pursuant to this Agreement. LICENSEE agrees to timely pay the SMTT during the term if this Agreement. Prior to the time the LICENSEE commences offering telecommunications services within the Village, it shall notify the Village in writing.

For so long as (a) the Village imposes a simplified municipal telecommunications tax (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) LICENSEE provides telecommunications services within the Village and collects and remits said SMTT, no recurring Annual Fee shall be due to the Village. On no less than a quarterly basis, LICENSEE shall submit in writing confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the Village's Finance Department via USPS or electronic mail, and it shall include the LICENSEE's name, the contact information for the person or department responsible on behalf of LICENSEEE for answering any questions related to the remittance, period of remittance and amount remitted.

Nothing set forth in this agreement shall limit the authority of the Village to enact any tax or fee authorized by the laws of the State of Illinois or the home rule authority of the Village granted by the Illinois Constitution.

b. **Fees:** LICENSEE shall pay to the Village an initial fee of Ten Thousand Dollars ($10,000) ("Initial Fee") within thirty (30) days of the execution of this Agreement. Thereafter, the Annual Fee shall be increased each year by four percent (4%) over the previous year's fee.

Thereafter, (1) if the SMTT is no longer imposed by the Village, (2) the LICENSEE is not required by law to pay the SMTT, or (3) the LICENSEE does not provide Telecommunications Services, LICENSEE shall pay an annual fee ("Annual Fee") to the Village in an amount equal to Ten Thousand Dollars ($10,000) plus four percent per year from the date of this Agreement. The Annual Fee shall be paid to the Village no later than April 30 of each year. Payments made after April 30th shall include a late-penalty fee of ten percent (10%) or the highest rate permitted by law.

c. **Permit Fees:** In addition to the Initial Fee, and as applicable the SMTT or the Annual Fee, the LICENSEE shall pay any applicable permit fees for each permit applied for and/or issued in accordance with the Municipal Code.

d. **Third Party Review Fees:** The LICENSEE shall reimburse to the Village the reasonable cost of any third-party engineering or other review of its permit applications, for compliance with all applicable codes, rules and regulations of the Village and other Governmental Authorities, as applicable. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.

e. **Construction Oversight:** The LICENSEE shall reimburse to the Village the reasonable cost of any construction oversight and monitoring of LICENSEE's work within the Village. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.

f. **Installation of Service to the Village**: Within thirty (30) days of LICENSEE providing its Plans and Specifications to the Village, the Village may request an estimate from LICENSEE regarding the cost of installing additional conduit and handholes within LICENSEE'S planned installation path(s). The Village shall reimburse LICENSEE for the costs of installing the additional requested conduit and hand holes within thirty (30) days of receiving an invoice from LICENSEE. All conduit and handholes installed for the Village shall become the property of the Village.

g. **Other Fees, Costs and Compensation:** The Village shall issue the LICENSEE invoices for the amount of any other fees, costs and compensation due to the Village from the LICENSEE pursuant to this Agreement or pursuant to any applicable Village codes, rules and regulations.

h. **Default Fees and Costs:** The LICENSEE agrees to pay the Village's reasonable attorney's fees and costs of collection, including litigation costs, should the LICENSEE default on this Agreement.

i. **General Fee Provisions**:

i. In the event that the LICENSEE fails to pay the SMTT or any fees in lieu of the SMTT during the term if this Agreement, the Village may in the Village's sole discretion, (1) terminate this Agreement; or (2) may require the LICENSEE to reimburse the Village for all additional costs and expenses incurred by the Village in connection with any issuance, modification, amendment, renewal or transfer of this Agreement or of the License granted pursuant to this Agreement and to pay

compensation charged and paid for the use of the Right-of-Way, separate from, and additional to, all federal, State, local and Village taxes as may be levied, imposed or due from any Person or its customers or subscribers, or on account of any business, activity or services, whether or not relating to use of Right-of-Way.

ii. Each invoice provided to LICENSEE by Village shall be paid by the LICENSEE within thirty (30) days from the date of issuance of said invoice.

iii. Any payment due from a LICENSEE that is more than thirty (30) days past due shall be deemed delinquent and shall accrue interest at the rate of 18% or the highest rate permitted under the law, whichever is less, compounded annually.

iv. The acceptance by the Village of any payment shall not be construed as an accord by the Village that the amount of such payment is the correct amount due from the LICENSEE pursuant to this Agreement, nor shall such acceptance of any payment be construed to be a release or waiver of any claim the Village may have for further or additional sums due and payable pursuant to this Agreement.

v. All payments due to the Village from the LICENSEE pursuant to this Agreement shall be paid without counterclaim, setoff, deduction or defense. In the event the LICENSEE does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the Village shall have the right to, without any liability to the LICENSEE, its customers or any third Persons, pursue all remedies available to it at law or in equity, including without limitation, revocation of the LICENSEE's License.

vi. Payment by the LICENSEE to the Village of the fees and charges set forth in this Agreement are compensation for Village services and shall not be considered in the nature of a tax. Such payments shall be separate from, and additional to, all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of the LICENSEE.

vii. The Village will give LICENSEE reasonable advance notice and documentation for any costs, fees, or other compensation due to the Village pursuant to this Agreement.

4. INTERCITY CIRCUITS AND REPORTING REQUIREMENTS

a. If the LICENSEE constructs circuits from within the Village limits of the Village extending to points beyond such Village limits and providing point-to-point nonswitched interexchange services with no intermediate Services within the Village ("Intercity Circuits"), the LICENSEE agrees to bill its customers separately for the Services provided through Intercity Circuits.

b. The LICENSEE shall furnish to the Village such information as may be reasonably required by the Village to effect compliance by the LICENSEE and the LICENSEE's customers with any ordinances of the Village which shall be in effect from time to time regulating, taxing or otherwise concerning the LICENSEE's operation of a System pursuant to this Agreement.

c. The LICENSEE also specifically acknowledges its duty and obligation to comply with the ordinances of the Village, including any ordinances that require the payment or collection of another Village tax or the obtaining of any Village licenses. Breaching the provisions of this Section shall be a default under this Agreement.

5. CONSTRUCTION OF SYSTEM

a. Plans and Specifications:

i. Submission of Preliminary Plans and Specifications: The LICENSEE shall, within forty-five (45) days after the Effective Date, or such later date as mutually agreed to by the Parties in writing, submit to the Project Manager, for review and comment, Preliminary Plans and Specifications, and such other documentation as required by the Project Manager. The Preliminary Plans and Specifications shall be provided in Shapefile, File Geodatabase, or other Village approved format and shall include, without limitation:

1. A map in sufficient detail indicating:

a. the proposed route for all fiber cable lines in each Right-of-Way where such cables are proposed to be placed underground;

b. all trees, structures, improvements and obstructions in such Right-of-Way and any utility facilities, structures or other improvements or obstructions that the LICENSEE proposes to temporarily or permanently remove or relocate; and

c. if the proposed route for the fiber optic lines includes areas outside of the Right-of -Way, the names of owners of all properties, public or private, under, over or across that the fiber lines are proposed to be constructed and/or installed.

2. The proposed phasing of the construction activities.

3. A complete list of all permits required to be obtained from Governmental Authorities.

4. A written traffic control plan delineating the proposed construction schedule and traffic impacts on the Right-of-Way. The plan shall be proposed in accordance with the Manual on Uniform Traffic Control Devices published by the United States Department of Transportation, Federal Highway Administration and the Illinois Department of Transportation (IDOT) Traffic Control Standards.

5. Such additional information as required by the Village.

ii. Review by the Village/Identification of Conflicts: The Project Manager shall review the Preliminary Plans and Specifications within twenty-five (25) days and shall submit any comments in writing to the LICENSEE. The failure of the Project Manager to provide comments within twenty-five (25) days shall not constitute approval of the Preliminary Plans and Specifications. Where conflicts with other utilities, overcrowding

of particular rights-of-way, or other potential issues are identified, the LICENSEE shall be advised of same, and the LICENSEE shall propose alternative locations. The Parties shall consult or otherwise work cooperatively to identify the availability of alternatives. The Village shall have the right to refuse to approve or authorize any permit if it reasonably determines that space within a Right-of-Way is inadequate to accommodate the LICENSEE's Facilities.

iii. **Phasing**: Permit Applications shall be submitted in phases as required by the Project Manager or his designee, based upon the length of the proposed route(s) of the telecommunication system, the area of the proposed route(s), the number of existing utilities within any proposed Right-of-Way, the potential for interference with existing utilities, or the potential for interference with the use of the Right-of-Way where construction activities are proposed.

iv. **Submission of Final Plans and Specifications**: The LICENSEE shall submit to the Project Manager, or his or her designee, with the Permit Application for each Phase, Final Plans and Specifications in Shapefile, File Geodatabase, or other Village approved format. The Final Plans and Specifications shall consist of final, complete and revised versions of each of the Preliminary Plans and Specifications which shall include the location of all existing utilities in the Right-of-Way, the horizontal and vertical depth proposed for the underground burial of all fiber optic cable and facilities and such other information as required by the Right-of-Way Ordinance. If the Project Manager, or his or her designee, is satisfied that the Final Plans and Specifications are in order and reflect all the revisions that the Project Manager, or his or her designee, requested in connection with the review of the Preliminary Plans and Specifications, then the Project Manager, or his or her designee, shall approve the Final Plans and Specifications not later than twenty-five (25) days after receipt thereof. In the event the Final Plans and Specifications do not meet the requirements of the Project Manager, or his or her designee, he or she shall notify the LICENSEE, in writing, of the denial of the Final Plans and Specifications. The failure to approve the Final Plans and Specifications within twenty-five (25) days shall not constitute approval of such Final Plans and Specifications. No construction of any kind shall commence, and the Village shall not be required to issue any permits for any construction, unless and until the Project Manager, or his or her designee, approves the Final Plans and Specifications.

v. **No Waiver of Code Requirements**: Under no circumstances shall the Village be obligated or required to revise, amend, modify or waive any of the codes, ordinances, rules or regulations of the Village.

b. **<u>Coordination of Construction Activities</u>:**

i. The LICENSEE is required to and shall cooperate with the Village and other licensees**.**

ii. By February 1 of each year, the LICENSEE shall provide the Village with a schedule of its proposed construction activities in, around or that may affect the Right-of-Way and ways during the subsequent one (1) year period.

iii. The LICENSEE shall meet with the Village, other licensees and users of the Right-of-Way annually or as determined by the Village to schedule and coordinate construction in the Right-of-Way.

iv. All construction locations, activities and schedules shall be coordinated, as ordered by the Village's Project Manager, or his or her designee, to minimize public inconvenience, disruption or damages.

c. **Adjustments:** The LICENSEE shall adjust to depth, line, and/or grade at its sole expense all appurtenances related to its System in the street or Right-of-Way at the time the street or Right-of-Way rehabilitation, repair or reconstruction occurs.

d. **Permits:**

i. **Obligation to Obtain Village Permit:** As a condition precedent to its right of access and use of the Right-of-Way, the LICENSEE shall submit a site-specific permit application for the locations within each Phase for which a permit is requested. Each permit application shall include all siting, design, construction information and documents required by the Right of Way Ordinance in sufficient detail to demonstrate to the Village that the System will be constructed in accordance with all applicable codes and ordinances and shall meet the requirements of this Agreement, provided, however, whenever the LICENSEE elects to engage in construction or maintenance of a lateral connection from its System to a customer location which was not included within the Final Plans and Specifications, such permit application and plans and specifications shall demonstrate that such lateral is consistent with the overall concept of the Final Plans and Specifications, presents no threat to the public health and safety, and meets all other requirements of this Agreement. If the Project Manager is satisfied that the proposed construction conforms to the requirements of the Right-of- way Ordinance and this Agreement, the Project Manager shall issue a permit as soon as practicable.

ii. **Obligation to Obtain Other Permits:** The LICENSEE shall, before commencing construction of any kind in the Village, obtain all Permits as may be necessary or required for the use of property in connection with, and for the construction of the System. The LICENSEE shall submit copies of all Permits received by it, with the exception of those issued by the Village, to the Project Manager, or his or her designee, prior to the commencement of construction.

iii. **Village Geographic Information System (GIS) Files:** Upon request of the LICENSEE the Village shall provide access to the Village's GIS files with respect to Village Right-of-Way.

iv. **Title; Condition of Right-of-Way:** It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the accuracy of any GIS files or other documents provided by the Village to the LICENSEE; the condition of the title or boundaries of the Right-of-Way; the accuracy of any GIS files or other documents provided by the Village to the LICENSEE, the condition of the underground duct or conduit, if any; the location of any utilities or facilities in the Right-

of-Way; any other improvements or soils located on the Right-of-Way; or the suitability of the Right-of-Way for LICENSEE's intended use. LICENSEE assumes all risks associated with the placement, operation and maintenance of the Facilities within the Right-of-Way and suitability of the Right-of-Way for its Facilities. LICENSEE accepts the Right-of-Way in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the Village shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the matters set forth herein.

v. **Membership in JULIE:** The LICENSEE shall, before commencing construction, become a member of Joint Utility Locating Information for Excavators ("JULIE") and shall at all times during the-term of this Agreement, comply with all regulations of JULIE. LICENSEE shall provide at LICENSEE's expense, an experienced and competent utility locator to locate and mark the location and depth of all Village owned utilities and other utilities with the use of ground penetrating radar or other similar technology.

vi. **Construction in Accordance with Permits**: The LICENSEE shall construct the System in strict accordance with all permits issued and all applicable codes, rules and regulations of all Governmental Authorities, and the failure to comply with the permit documents shall constitute a material breach of this Agreement. The LICENSEE shall, as diligently as possible but in no event later than thirty (30) days after delivery of a violation notice by the Village, correct such violation. Notwithstanding the foregoing, if the violation constitutes a potential threat to the public, the LICENSEE shall correct the violation immediately following notice of the violation or threat.

e. **<u>Construction on and in Right-of-Way</u>:**

i. **Use of Right-of-Way:** The use of the Right-of-Way and all work performed thereon shall comply with the Municipal Code, including but not limited to the Right-of-Way Ordinance, and the requirements of all Governmental Authorities.

ii. **Location of Facilities:** The LICENSEE shall construct its System only in locations authorized by Village Permit and as shown upon the Final Plans and Specifications.

Notwithstanding the foregoing, the Parties acknowledge that permit applications submitted to the Village by LICENSEE may identify locations that are outside of the Village's Right-of-Way and are outside the scope of this Agreement and the Village's authority to permit work in such locations ("Non-Right-of-Way Locations"). Non-Right-of-Way Locations may include, but are not limited to, public utility or other easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of LICENSEE's facilities in Non-Right-of-Way Locations, the Village specifically disclaims any and all warranties and representations related to LICENSEE's authority to enter or install facilities in such Non-Right-of-Way Locations. Further, any permit issued by the Village in connection with a permit application

submitted by LICENSEE that identifies LICENSEE's installation of facilities in Non-Right-of-Way Locations shall not be considered or construed to be a Village grant of permission or authority to LICENSEE to access such Non-Right-of-Way Locations or otherwise grant LICENSEE authority to install its facilities in such Non-Right-of-Way Locations. It is LICENSEE's sole responsibility to identify and obtain permission from the owners of all Non-Right-of-Way Locations to enter such Non-Right-of-Way Locations, and the Village shall have no duty or obligation to provide said Non-Right-of-Way Location owners any information or opinions concerning LICENSEE's ability to enter upon Non-Right-of-Way Locations. LICENSEE agrees to indemnify, defend and hold the Village harmless from any and all claims related to LICENSEE's anticipated or actual entrance to Non-Right-of-Way Locations, damage to Non-Right-of-Way Locations, installation of Facilities in Non-Right-of-Way Locations, or otherwise in connection with Non-Right-of-Way Locations.

iii. **Minimal Interference**: All work performed on, in, under, across or along the Right-of-Way shall be conducted so as to minimize any interference with all existing utilities and the rights and convenience of the general public, including traffic flow, the LICENSEE shall, at all times, employ reasonable care to avoid damage or interference with existing utilities, and while performing work: (a) employ reasonable care to protect the health and safety of the public, and (b) operate in accordance with the traffic control plan as approved by the Project Manager, or his or her designee.

iv. **Damage to Existing Utilities:** LICENSEE shall be fully responsible for all damage to existing utilities or other facilities caused by the LICENSEE's installation, maintenance or repair of its Facilities.

v. **Barricades**: The LICENSEE shall use suitable barricades, flags, lights, flares or other protective devices at such times and places as are required by its traffic control plan, all applicable ordinances, codes, rules and regulations and at such additional times and places as are required for the safety of all members of the general public, so as to prevent injury to any Person or damage to any vehicle by reason of any work being performed, as determined by the Village in its sole Judgment and discretion.

vi. **Prior Notification**: At least forty-five (45) days prior to any construction work to be conducted and again at least thirty (30) days prior to any proposed work, the LICENSEE shall notify all property owners of all property abutting the location of the LICENSEE's proposed work. The LICENSEE shall notify the Village's Project Manager, or his or her designee, and the owners of all private property abutting the proposed work at least seventy-two (72) hours prior to any work. Nothing herein shall be construed as preventing the LICENSEE from making immediate repairs to any damage caused to any Facilities, provided that the LICENSEE shall notify the Village's Project Manager, or his or her designee, as promptly as possible before such repair work or if an emergency, as soon thereafter as possible, and in any event, shall notify JULIE before such repair work.

f. **Installation of Facilities**: LICENSEE shall use and occupy the Right-of-Way to install, operate and maintain its Facilities, which shall be limited to underground conduit and fiber optic cable.

LICENSEE warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for the installation of the Facilities, LICENSEE agrees to work with the Project Manager or his designee to determine the method of installation to be used.

No trenching or excavation on any Right-of-Way or private property shall be conducted more than twenty-four (24) hours prior to the installation therein of any Facilities.

g. **Trimming Trees Prohibited**: The LICENSEE shall be prohibited from cutting or trimming any tree or tree roots greater than ½ inch in diameter, shrub or other vegetation, in or on any Right-of-Way prior to receiving the written approval of the Village's Project Manager, or his or her designee, which approval may be indicated on a duly issued permit The LICENSEE may cut or trim trees on private property as necessary, provided, however, the LICENSEE shall first obtain the permission of the affected property owner. All such trimming shall be in accordance with standard local arboricultural practices, and no trimming shall occur until the wires, cables or other Facilities have first been attached to the poles to ensure trimming to the minimum extent necessary. All trimming debris shall be removed from the work area on a daily basis.

h. **General Construction Standard**: All work performed on the System shall be performed in a good and workmanlike manner using materials of good and durable quality. If at any time it is determined by the Village or any other Governmental Authority, in its sole discretion and judgment, that any part of the System, including, without limitation, any means used to distribute signals over or within the System, is harmful to the health or safety of any Person, then the LICENSEE shall, at its sole cost and expense, promptly correct all such conditions to the reasonable satisfaction. of such Governmental Authority.

i. **Environmental**: LICENSEE shall not release any material in violation of any Federal or State environmental law on the Right-of-Way. LICENSEE, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of any material in violation of a Federal or State law occurring on the Right-of-Way, to the extent such a release was caused by LICENSEE. In the event of a release of any material in violation of a Federal or State law on the Right-of-Way by LICENSEE, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 10b. shall apply.

j. **"As-Built" Plans**: The LICENSEE shall furnish to the Village all "as-built" plans for the System as originally constructed and for all reconstruction, repair, relocation and other work performed thereon within thirty (30) days after completion of such work. The "as-built" plans shall be furnished in Shapefile, File Geodatabase, or other Village approved format that shall allow inclusion in the Village's GIS system. Notwithstanding the foregoing, the LICENSEE shall not be required to provide "as-built" plans for routine maintenance work performed, so long as no Facilities are added, removed or relocated.

k. **Right of Inspection**: The Village shall have the right to inspect all construction to ensure compliance with this Agreement and all applicable codes, laws, ordinances, rules, regulations and Permits. The LICENSEE shall have the right to accompany the Village during any such

inspections provided the Village shall not be required to delay its inspection to satisfy the LICENSEE's schedule.

6. RESERVATIONS OF PUBLIC STREET RIGHTS AND CONSTRUCTION RESTRICTIONS

a. **Interest in Right-of-Way**: All rights granted herein to the LICENSEE in the Right-of-Way are granted based on the information and belief of the Village that it has title or an interest in such Right-of-Way and the right and power to grant the rights and interests granted to the LICENSEE in this Agreement. This Agreement shall be deemed to grant only such rights to use Right-of-Way as the Village may have the right and power to grant in this Agreement. The LICENSEE has the right to conduct or obtain a title search of the Right-of-Way to ascertain the status of the Village's rights and interests in the same, which shall be at the LICENSEE's sole cost and expense.

b. **Nonexclusive Use**: The LICENSEE's right to use and occupy the Right-of-Way shall not be exclusive. The Village hereby reserves the right to grant any right or use of such Right-of-Way to any Person or at any time during the period of the License and any renewal or extension thereof, provided and subject to this Agreement, that such grant does not prevent the use and operation of the System or any Facilities.

c. **Other Utilities**: The Village hereby retains the right to lay and permit to be laid, sewer, gas, water, electric, and other pipelines, cables and conduits in any Right-of-Way, to change any curb or sidewalk or the grade or dimension of any street, and to perform and to permit to be performed any other work as the Village shall deem necessary or proper in its sole judgment and discretion. If any of the Facilities will interfere with the construction or repair of any Right-of-Way or public utility or other improvement therein, the LICENSEE shall, at its sole cost and expense, commence and diligently prosecute to completion, the relocation, removal or replacement of such Facilities, within sixty (60) days after the delivery of such written notice by the Village. Such work shall be performed as reasonably directed by the Village. In the event the Facilities must be so relocated, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative Rights-of Way for the relocated Facilities. In the event relocation of the Facilities or any part thereof is necessary in order to accommodate improvements or construction performed by or on behalf of any non-governmental third party, such third party shall pay for the cost of relocation of the Facilities.

d. **Creation or Dedication of Public Street**: The LICENSEE shall discontinue any use of the Public Street, if the Village reasonably determines that such use is inconsistent with the Public health or safety or with the purposes for which such Public Street was created or dedicated or is currently being used. The LICENSEE acknowledges and accepts at its own risk that the Village may make use in the future of the Right-of-way in which the LICENSEE's System is located in a manner inconsistent with the LICENSEE's use of such Right-of-way for its placement of its Telecommunication System. In the event the Facilities must be relocated, the LICENSEE shall identify alternative Right-of-way for the relocated Facilities.

e. **Improvements or Changes on Right-of-Way**: If the Village shall desire to make any improvements or changes on, or to all, or any part of any utilities or Right-of-way, over, under or along which any part of the System has been installed, then the LICENSEE shall, at its sole expense after sixty (60) days written notice from the Village, proceed to alter, change, vacate or remove as directed by the Village any part of the System necessary to accommodate the Village's planned improvements or changes. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE Facilities and provide the LICENSEE with additional time up to one hundred twenty (120) days total to remove said Facility, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas or Right-of-way.

f. **Vacation or Abandonment of a Public Street**: In the event any Right-of-way or portion thereof used by the LICENSEE shall be vacated by the Village, then, upon request and notice from the Village, the LICENSEE shall, at its sole cost and expense, remove its Facilities therefrom within one hundred twenty (120) days of the date of such notice. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE's Facilities, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas of Right-of-way.

g. **Temporary Removal or Relocation of the System**: In the event it is necessary to temporarily remove or relocate any Facilities in order to move any object, vehicle, building or other structure, or to accomplish any other Village activity or public purpose, the LICENSEE shall, upon sixty (60) days written notice from the Village and at its sole cost and expense, temporarily remove or relocate such Facilities.

7. RESTORATION

a. **The LICENSEE's Obligation**: Upon completion of any construction work, the LICENSEE shall, at its sole cost and expense, and in the manner approved by the Village or the affected property owner, in their sole judgment and discretion, as the case may be, promptly repair the Right-of-Way, private property, utility or improvement and restore the same to, as nearly as practicable, the condition existing prior to the performance of the work. Each site of completed construction shall be immediately placed in a safe temporary condition and restoration of the same shall be completed within seven (7) calendar days after the date of commencement of such restoration work, provided, however, the time for completing restoration work shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of restoration within the time period provided herein. In the event that the LICENSEE fails to commence or complete the restoration work in the manner and within the time periods prescribed herein, the Village may, but shall have no obligation to, perform such work and recover from the Security Fund established pursuant to this Agreement any costs and expenses the Village may incur. In the event that such Public Street, private property, utility, or improvement cannot be so repaired or restored, the LICENSEE shall pay just compensation to the Village or the affected owner of the same, as the case may be.

All trenching or excavations in lawns or grassy parkways within any Public Street or Right-of-Way or upon private property shall be immediately properly backfilled and tamped. All such restoration shall be performed in accordance with the Village's ordinances and the Illinois Department of Transportation's seed and sod specifications. If such trenching is performed between May 1st and November 30th, they shall be restored with sod within seven (7) days of completion of such trenching, and if performed between November 30th and May 1st, the trenching shall be restored, stabilized with a straw blanket and sod installed no later than May 15th, all in accordance with the applicable provisions of this Agreement, provided, however, the time for restoring with sod shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of such restoration within the time periods provided herein.

Any asphalt pavement or PCC concrete pavement shall be replaced with like-kind and quality materials. The backfill settlement repair period for any trenching or excavation shall be three (3) years from the date of placing said backfill, during which time the affected areas shall be maintained by the LICENSEE at its sole expense in a condition satisfactory to the Village. Under hard surface areas, trench backfill shall be compacted and certified by the Village to comply with the Village's construction standards. All restoration work shall be completed in accordance with the Village construction standards.

b. **Continuing Responsibility**: Where any such destruction, damage or disturbance is not immediately discovered, or where any such restoration effort fails or is otherwise inadequate or insufficient, the LICENSEE's obligation for restoration shall survive the termination of this Agreement for a period of five (5) years from the date of discovery.

c. **Failure, Neglect or Refusal to Repair**: In the event of any failure, neglect or refusal by the LICENSEE, after ten (10) days written notice from the Village, to repair or provide just compensation for such destruction, damage or disturbance within the time period as provided in this Agreement, the Village may, but shall be under no obligation to, perform such work, or cause it to be performed, and the actual cost thereof as found and declared by the Village, shall be paid by the LICENSEE within thirty (30) days after demand therefor. If the LICENSEE fails to reimburse the Village, the Village may collect the amount due from the Security Fund established pursuant to this Agreement or if the Security Fund is insufficient to satisfy the amount due, the Village may pursue its remedies by court action or otherwise.

d. **Use of Village Personnel to Correct:** In addition to any other repair or restoration costs, in the event the Village uses its own personnel to perform any restoration and/or repair work, the Village shall be reimbursed for the labor costs of each employee at the then prevailing hourly wage rate for laborers as determined by the Illinois Department of Labor and any other costs required to complete such repair or restoration.

8. RECORDS

a. **Books and Records**: The LICENSEE shall maintain, at all times during the Term of this Agreement: (1) complete, accurate and properly totaled books and records showing the business conducted by the LICENSEE in the Village, including but not limited to all

telecommunications tax returns and forms, and (2) complete, accurate and up to date maps of the System. The Village may require the LICENSEE to keep additional records and maps which it determines are reasonably necessary.

b. **Inspections and Audits:** All of such books and records and originals of all maps and other documents pertaining to this Agreement shall be maintained in and made available for inspection by the Village, its agents or employees, at the LICENSEE's office, at reasonable times and intervals. The Village shall have the right to make or obtain copies, at its expense, of all documents, maps or records (except customer lists) pertaining to this Agreement. The LICENSEE shall fully cooperate in assisting in this regard.

c. **Inquiries:** The Village may, at any time, make inquiries pertaining to the License and the operation of the System. The LICENSEE shall respond to such inquiries within five (5) business days of the inquiry.

d. **Duty to Provide Information**:

i. Within ten (10) business days of a written request from the Village's Project Manager, or his or her designee, the LICENSEE shall furnish the Village with information sufficient to demonstrate:

1. That the LICENSEE has complied with all requirements of the Municipal Code.

2. That all Municipal taxes and fees due the Village in connection with the Services and Facilities provided by the LICENSEE have been properly collected and paid by the LICENSEE.

3. All books, records, maps and other documents maintained by the LICENSEE with respect to its facilities within the Right-of-Way and ways shall be made available for inspection by the Village at reasonable times and intervals.

e. **Confidentiality**: If either Party provides confidential information to the other in writing and identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and propriety information, except that neither Party shall be required to hold confidential any information (1) which becomes publicly available other than through the recipient, (2) which is required to be disclosed by a governmental or judicial order (notice of which shall be provided to the original disclosing Party prior to such required disclosure), (3) which is required to be disclosed by statute, (4) which is independently developed by the receiving Party, or (5) which becomes available to the receiving Party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement for a period of three (3) years. In addition, upon termination of this Agreement, the receiving Party of any written confidential information shall promptly return to the disclosing Party all copies of such confidential information. The LICENSEE shall indemnify, hold harmless and defend the Village from any claims, fees, fines, attorney’s fees and costs levied against or incurred by the Village pursuant to the Illinois Freedom of Information Act based upon determination that the LICENSEE claimed confidential document(s) were wrongfully withheld from disclosure.

9. PERFORMANCE AND CONSTRUCTION SURETY

a. On or before the Effective Date, and as necessary thereafter, the LICENSEE shall establish, provide and deposit with the Village a construction and performance bond written by a corporate surety acceptable to the Village in an amount as determined in accordance with the Right-of-Way Ordinance (also referred to herein as "Security Fund"). The LICENSEE and Village agree that the reasonably estimated cost to restore the Right-of-Way for LICENSEE's construction is Two Hundred and Fifty Thousand Dollars ($250,000.00).

b. At a minimum, the construction and performance bond shall (1) provide that it shall not be canceled without the prior written consent of the Village, and (2) not require the consent of the LICENSEE prior to the collection by the Village of any amounts covered by said construction and performance bond.

c. The construction and performance bond shall guarantee, to the satisfaction of the Village:

i. The faithful performance of all requirements of the Right-of-Way Ordinance and the requirements of this Agreement;

ii. Construction in compliance with applicable plans, permits, technical codes and standards;

iii. Proper location of the facilities as specified by the Village;

iv. Restoration of the Right-of-way and other property affected by the construction;

v. The submission of "as-built" drawings after completion of the work as required;

vi. Any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to the Municipal Code or this Agreement; and

vii. The timely payment of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by LICENSEE in violation of this Agreement including, without limitation, any damage to public property or restoration work the LICENSEE is required to perform or that the Village must perform itself or have completed as a consequence solely of the LICENSEE's failure to perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement or any other applicable law;

viii. any costs, expenses, fees or other payments due under this Agreement; and

ix. any expenses incurred by the Village pursuant to this Agreement.

d. The construction and performance bond shall remain in force until sixty (60) days after substantial completion of the work, as determined by the Project Manager, or his or her designee, including restoration of Right-of-way and other property affected by the construction, provided that on such date there are no claims of any type outstanding at such time asserted against the LICENSEE or the Village, arising out of any acts or omissions of the LICENSEE relating to the License.

e. The construction and performance bond shall be maintained at the LICENSEE's sole cost and expense.

f. **Purpose**: The Security Fund shall serve as security for (1) the faithful performance by the LICENSEE of all provisions of this Agreement, (2) any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with all codes, ordinance, rules, regulation, orders, permits, the Final Plans and Specifications and other directives of the Village issued pursuant to this Agreement, (3) the payment by the LICENSEE of all liens and taxes and all damages, claims, costs or expenses that the Village has paid or incurred by reason of any act or default of the LICENSEE including, without limitation, any restoration work that the Village must perform itself or have completed as a consequence of the LICENSEE's failure to so perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement, (4) any costs, expenses, fees or other payments due under this Agreement and (5) any expenses incurred by the Village pursuant to this Agreement.

g. **Replenishment**: Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the LICENSEE shall restore the construction and performance bond to the amount specified in this Agreement.

h. **Withdrawals**: If the LICENSEE (1) fails to make any payment required to be made by the LICENSEE hereunder after notice is given pursuant to this Agreement, or (2) repeatedly fails to make timely payment hereunder, or (3) fails to pay any taxes or liens relating to the System that are due and unpaid, or (4) fails to pay to the Village any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any act or default of the LICENSEE, or (4) fails to comply with any provision of this Agreement that the Village determines can be remedied by an expenditure of an amount in the Security Fund, then, after three (3) days advance written notice from the Village of its intention to exercise its rights under this subsection if not paid by the LICENSEE and the failure of the LICENSEE to pay the monies due, the Village may withdraw the amount thereof from the construction and performance bond.

i. **Closing and Return of Security Fund:** Upon any termination of this Agreement, the LICENSEE shall be entitled to the return of the construction and performance bond, or portion thereof as remains on deposit at such termination, and after account is taken for all offsets necessary to compensate the Village for the failure by the LICENSEE to comply with any provision of this Agreement. In the event of any revocation of the License, the construction and performance bond, and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the LICENSEE.

j. **Rights Not Limited:** The rights reserved to the Village with respect to the Security Fund/construction and performance bond are in addition to all other rights of the Village, whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to said construction and performance bond shall affect any other right the Village may have or constitute a waiver thereof.

10. LIABILITY, INDEMNIFICATION AND INSURANCE

a. Liability:

i. **The LICENSEE**: The LICENSEE shall be responsible for any damage or loss to any real or personal property of the Village or of any Person, and for any injury to or death of any individual person, or any officer, employee or agent of the Village, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, installation, use, operation, maintenance, repair and/or removal of the System or its failure to act in connection therewith.

ii. **The Village**: Except as may result from their negligence or misconduct, the Village, its officers, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any individual person, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, operation, maintenance, repair or removal, or other action or event with respect to, the System.

iii. **Emergency and Other Action**: The Village may at any time in case of fire, disaster or other emergency as reasonably determined by the Village, cut or move any Facilities, in which event the Village shall not be liable therefore to the LICENSEE. When practical, as determined by the Village, the LICENSEE shall be notified prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work itself. In the event it is not practical to notify the LICENSEE prior to any such cutting or movement, the Village shall notify the LICENSEE within a reasonable time after the Village has actual knowledge of such cutting or movement.

iv. Unless directly caused by the gross negligence, malicious or intentional acts, or willful misconduct of the Village, its agents, employees or contractors, the Village shall not be liable to the LICENSEE for any damage to or loss of all or any part of the System, or otherwise, as a result of or in connection with the protections, breaking through, movement, removal, alteration or relocation of any part of the System by or on behalf of the LICENSEE or the Village in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any Right-of-Way, or the elimination, discontinuation and closing of any Right-of-Way, as provided herein. When practical, as determined by the Village, the LICENSEE shall be consulted prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work on the System itself.

v. The Village, its officers, employees and agents shall not be liable to the LICENSEE or any affiliate of the LICENSEE for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Village pursuant to this Agreement, including, without limitation, the right of the Village to terminate the License, and to take any action subsequent thereto.

b. Indemnification:

i. Hold Harmless: The LICENSEE releases and shall, and does hereby agree to save, defend, indemnify and hold the Village, its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, the LICENSEE's use of the License, Village property, Village Right-of-way, or related to any of the LICENSEE's activities related to this Agreement or License, including but not limited to challenges to the LICENSEE's License, and including but not limited to the LICENSEE's negligence, including its failure to act, or misconduct of its affiliates, officers, agents, employees, contractors, or subcontractors in the construction, operation, maintenance, repair, or removal of the System or the distribution of any Service over the System whether such acts or omissions are authorized, allowed or prohibited by this Agreement.

The LICENSEE shall, and does hereby agree to, pay any and all damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the LICENSEE or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its Facilities, and in providing or offering Service over the Facilities, Systems or System, whether such acts or omissions are authorized, allowed or prohibited by the Municipal Code or by this Agreement or any other agreement.

ii. Defense Expense: The LICENSEE shall and does hereby agree to, pay all reasonable and documented expenses incurred by the Village in defending itself with regard to any and all Claims mentioned in this Agreement. These expenses shall include all reasonable and documented out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the Village with respect to the Village's defense of such Claims. The LICENSEE shall have the right to approve counsel selected by the Village for defense of any Claims. In addition, the Village shall provide prompt notice to the LICENSEE of any Claims made against the Village and the LICENSEE shall have the right to approve the compromise or settlement of any Claims made against the Village for which the LICENSEE is responsible for the defense or payment thereof.

iii. Release and Waiver of Claims: The LICENSEE shall have no recourse against the Village for any loss, expense or damage resulting from the terms and conditions of this Agreement nor because of the Village's enforcement thereof. The LICENSEE shall be deemed to expressly agree that it accepts the License relying solely upon its own investigation and understanding of the power and authority of the Village to grant said License and that, in partial consideration of the grant of said License, the LICENSEE waives and releases the Village from all Claims of damages of any kind whatsoever,

either known or unknown, which it may have in connection with any matter specified in this Agreement.

iv. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the Village and its agents, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.

v. The obligations provided for in this Section shall survive the expiration or termination of this Agreement.

vi. The LICENSEE shall give the Village prompt written notice of any claim or cause of action falling within the terms of this Section that is filed against the LICENSEE and shall fully cooperate with the Village in the investigation and defense of the claim or cause of action.

c. **LICENSEE Insurance:** The LICENSEE, as a condition of this License, shall secure and maintain the following liability insurance policies insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds as their interest may appear under this Agreement:

i. **General Liability**: The LICENSEE shall maintain, throughout the Term of this Agreement, adequate proof of commercial comprehensive general liability insurance insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE. General liability coverage can be provided in the form of an endorsement to the LICENSEE's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used) with coverage limits at least:

1. Five million dollars ($5,000,000.00) per occurrence for products and completed operations, property damage, bodily injury and personal & advertising injury (including death); and

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Coverage shall include premise operations, explosion collapse and underground hazards, contractual liability and products/completed operations.

3. For any claims related to this contract, the LICENSEE's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the LICENSEE's insurance and shall not contribute to it.

ii. **Automobile:** The LICENSEE shall maintain in its own name automobile liability insurance with coverage limits of not less than one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage with respect to owned, non-owned and hired vehicles for the operations of which the LICENSEE is responsible. Such policy of automobile liability insurance shall name the Village as an additional insured.

iii. **Workers' Compensation and Employer's Liability:** The LICENSEE shall also maintain Workers' Compensation Insurance within the statutory limits and Employer's Liability Insurance with coverage limits of not less than one million dollars ($1,000,000).

iv. **Waiver of Subrogation:** LICENSEE hereby grants to Village a waiver of any right to subrogation which any insurer of said LICENESEE may acquire against the Village by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

v. **Evidence of Insurance Policies:** On or prior to the Effective Date, the LICENSEE shall furnish proof to the Village's Project Manager and Finance Director that the foregoing insurance policies have been obtained, along with written evidence of payment of required premiums, in the form of a certificate of insurance approved by the Village.

vi. **Maintenance of Insurance Policies:** The liability insurance policies required by this section shall be maintained by the LICENSEE throughout the Term of this Agreement and such other period of time during which the LICENSEE operates or is engaged in the removal of the System as subject to Village inspection and approval. Each such insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail, or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew." Within thirty (30) days after receipt by the Village of said notice, and in no event later than thirty (30) days prior to said cancellation, the LICENSEE shall obtain and furnish to the Village replacement insurance policies meeting the requirements of this Section in a form acceptable to the Village's Attorney. The termination or expiration of insurance without replacement insurance as provided herein, shall automatically terminate the License.

vii. **Alterations of Minimum Limitations:** The Village may, following the Effective Date, increase the minimum limitation(s) of the insurance policy or policies required in this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Chicago Metropolitan Statistical Area as of the Effective Date.

xiii. **No Limit of Liability:** The legal liability of the LICENSEE to the Village and any Person for any of the matters that are the subject of the insurance policies required by this

Section, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.

11. ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS

a. **Municipal Approval Required**: Neither the License nor any rights or obligations of the LICENSEE pursuant to this Agreement nor any of the LICENSEE's interest in the System shall be assigned or transferred, in whole or in part, to any Person, nor shall title thereto, either legal or equitable, or any right or interest therein, or any property or assets relating to the license or the System, pass to or vest in any Person, nor shall any substantial change in control of the LICENSEE occur, either by act of the LICENSEE, by operation of law or otherwise, without the prior written consent of the Village, which consent shall not be unreasonably withheld or conditioned, nor unduly delayed, and then only on such reasonable conditions as may there be prescribed. Nothing herein shall prevent the LICENSEE from assigning its rights and obligations to a parent, affiliate or subsidiary of the LICENSEE upon notice to the Village, provided such parent, affiliate or subsidiary shall execute such documents and provide such necessary financial assurances as will reasonably assure performance of all of the LICENSEE's duties and responsibilities under this Agreement. Any such action completed without such prior consent of the Village shall be a violation of this Agreement and shall, at the option of the Village, which option may be exercised in the Village's sole judgment and discretion and without further notice or procedure, render the License void and entitle the Village to pursue all remedies available to it. The grant or waiver of any one or more of said consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any said consent constitute a waiver of any other rights of the Village.

b. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the LICENSEE, of the ownership or working control of the License, of the ownership or working control of affiliated entities having ownership or working control of the LICENSEE or of a licensed system, or of control of the capacity or bandwidth of the LICENSEE's Telecommunication System, Systems, Facilities or substantial parts thereof, shall be considered an assignment or transfer requiring Village approval pursuant to this Section.

c. Transactions between affiliated entities are not exempt from Village approval pursuant to this Section.

d. **Notice to the Village**: The LICENSEE shall promptly notify the Village of any proposed action requiring the consent of the Village pursuant to this Section, by submitting to the Village at least sixty (60) days prior to the proposed action a petition requesting the approval of the Village. The petition shall fully describe the proposed action and shall be accompanied by justification for the action and such additional supporting information as the Village may require in order to review and evaluate said action.

12. FORECLOSURE, CONDEMNATION AND RECEIVERSHIP

a. **Foreclosure:** Upon the actual scheduled occurrence of any foreclosure or other judicial sale of all or any material part of the System or the involuntary termination of any lease or mortgage

covering all or any material part of the System, the LICENSEE shall immediately notify the Village of said occurrence. Said notification shall be treated as a notification of a proposed change in control of the LICENSEE, and the provisions of the "ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS" Section of this Agreement shall apply to any proposed transfer or assignment of this Agreement or the LICENSEE's rights hereunder, but shall not apply to the foreclosure or judicial sale of all or any part of the System itself.

b. **Condemnation:** In the event that the System or any material part thereof is taken, appropriated, or condemned pursuant to law and the effect of such taking is to materially frustrate or impede the ability of the LICENSEE to carry out its obligations pursuant to, and the purposes of, this Agreement, then the Village may revoke the License in accordance with the applicable provisions of this Agreement.

c. **Receivership; Notification by the LICENSEE:** The LICENSEE shall immediately notify the Village, in writing, if:

i. The LICENSEE files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors, or

ii. The LICENSEE files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended from time to time, or

iii. The LICENSEE is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of any receiver or trustee of all or any material part of its property, including all or any material part of the System, or

iv. The LICENSEE institutes dissolution or liquidation proceedings with respect to its business, or

v. an order is entered approving an involuntary petition to reorganize the business of the LICENSEE or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the license of all or a part of its property, including all or any material part of the System, or

vi. a writ or warrant of attachment, execution, distraint, levy, possession or any similar process shall be issued by any court against all or any material part of the property of the LICENSEE, including all or any material part of the System.

13. **SAFETY**

a. **Standard of Care:** The LICENSEE shall at all times utilize the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public or to employees of the LICENSEE.

b. **Equipment, Installation and Maintenance**:

i. All installations of the System shall be made so as not to impact the fire integrity of any building or structure.

ii. During the term of this Agreement, LICENSEE shall at all times, and at LICENSEE's sole cost and expense, maintain the Facilities in the Right-of-Way in in a safe and stable condition, in good order and repair, in compliance with all requirements of law, and in such manner that they will not interfere with any installations of the Village, wherever situated or located.

14. **NO EXTRANEOUS INDUCEMENTS** The LICENSEE acknowledges that it has not been induced to accept the License created herein by any promise, oral or written, by or on behalf of the Village or by any third Person regarding any term or condition in this Agreement not expressed herein. The LICENSEE shall further be deemed to warrant that no promise or inducement, oral or written, has been made to any Village employee or official regarding receipt of the License, other than as contained in this Agreement.

15. **COMPLIANCE WITH LAW** The LICENSEE shall, at all times, comply with the applicable laws, codes, rules and regulations of the Village and all Governmental Authorities, regardless of whether such laws, codes, rules or regulations are expressly referenced in this Agreement. The LICENSEE shall, at all times, comply with all applicable laws, ordinances, resolutions, codes, rules and regulations of the Village, and all applicable memoranda and other directives of the Village, as such laws, ordinances, resolutions, codes, rules, regulations, memoranda and directives may be modified or amended, provided that such modification or amendment does not impair, conflict with or diminish the rights granted the LICENSEE under this Agreement. The LICENSEE reserves all rights under current and future preemptive state and federal laws.

16. **SUSPENSION OR REVOCATION OF PERMIT** The Village may revoke or suspend any Village permit issued to the Licensee, or issue stop work orders, as provided in this Agreement and the Municipal Code.

17. **TERMINATION**

a. **Basis for Termination:** The Village may terminate this License Agreement and the License granted herein for any of the following reasons:

i. The LICENSEE fails to comply with the conditions of occupancy of the Right-of-Way set forth herein or in the Municipal Code or ordinances of the Village, or

ii. The LICENSEE violates other material terms of this Agreement, or

iii. The LICENSEE made fraudulent, false, misleading or misrepresenting, or materially incomplete statements in a permit application, plans, or specification, or

iv. The presence of the Facilities on, over, above, along, upon, under, across or within the Right-of-Way presents a direct or imminent threat to the public health, safety or welfare, or

v. The LICENSEE fails to provide or pay any material portion of the taxes, compensation or fees owed the Village pursuant to this Agreement when due, or

vi. The LICENSEE fails to construct the Facilities substantially in accordance with the permits and/or Final Plans and Specifications, or

vii. The LICENSEE fails to furnish records when due or fails to cooperate with the reasonable requests by Village officials for information or for inspection, or

viii. THE LICENSEE becomes insolvent, or unable or unwilling to pay its unprotested debts, or is adjudged bankrupt or seeks relief under bankruptcy laws.

b. **Notice and Opportunity to be Heard**: Written notice shall be provided to the LICENSEE setting forth the nature, general facts, and cause for termination. Within thirty (30) days following the Village's mailing of such written notification, the LICENSEE shall provide satisfactory documented evidence that (1) corrective action has been taken or, (2) that no cause exists for the termination, or (3) that the alleged violations were beyond the LICENSEE's control pursuant to the "FORCE MAJEURE" Section of this Agreement. The thirty (30) day correction period may be extended by agreement of the Parties. Upon review of all evidence and documentation presented, the Village Manager shall provide notice to the Licensee of the result of his review and any determination of cause for termination.

18. **RIGHTS AND REMEDIES** In the event of a breach or an alleged breach of this Agreement by either Party, either Party may, by suit, action, mandamus or other proceeding, in law or in equity, enforce or compel the performance of this Agreement.

19. **REMOVAL OF UNAUTHORIZED FACILITIES** Within sixty (60) days following written notice from the Village, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the Village, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:

a. Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;

b. If the facility was constructed or installed without the prior grant of a license or permit;

c. If the facility was constructed, installed or maintained in violation of this License Agreement or the Village ROW Standards; or

d. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of five thousand dollars ($5,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction

by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

20. AMENDMENTS

a. This Agreement may be modified or amended from time to time, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and executed by the Parties by the same procedure as required by Illinois Statutes for its original execution and approval.

b. To the extent the Village issues permits in phases which authorize the installation of Facilities in additional Rights-of-Way within the Village, the Parties agree that this Agreement shall be extended to include those Rights-of-Way without further action by the Parties under the same terms and conditions describes herein.

c. Notwithstanding subsection "a" and subsection "b" above, the LICENSEE may be permitted by the Village to use a Right-of-Way other than or in addition to the Right-of-Way identified in a Permit upon approval by the Village's Project Manager, or his or her designee, of an amended application pursuant to the Municipal Code.

d. Notwithstanding subsection "a" and subsection "b" above, if the LICENSEE is ordered by the Village to locate or relocate its facilities from a Right-of-Way, the Village shall grant an amendment to the License without a further permit application.

e. The Village's Project Manager, or his or her designee, may approve in writing appropriate field changes requested by the LICENSEE in the plans and specifications approved by the Village, without requiring an amendment to this Agreement. Decisions on requests by the LICENSEE for field changes shall be made not more than ten (10) business days after the LICENSEE provides all information and/or documentation requested by the Village's Project Manager, or his or her designee.

21. TIME ESSENCE OF AGREEMENT Whenever this Agreement sets forth anytime for any act to be performed by either Party, said time shall be deemed to be of the essence.

22. TIME FOR NOTICE In the event of an emergency involving life or property, as determined by the Village in its reasonable judgment and discretion, the Village may reduce or eliminate the notice requirements set forth in this Agreement, and any such reduction or elimination shall be deemed to be reasonable under the circumstances, provided, however, that the Village shall notify the LICENSEE as soon thereafter as possible in accordance with this Agreement.

23. FORCE MAJEURE: Whenever a period of time is provided for in this Agreement for either the Village or the LICENSEE to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, insurrection, rebellion, terrorism, strike, lockout, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, provided, however, that said time period shall be extended for only the actual amount of time said Party is so delayed. An act or omission shall not be deemed to be "beyond a party's control" if committed, omitted or caused by a Party, its employees, officers or agents.

24. LICENSEE TERMINATION AND REMOVAL

a. The LICENSEE shall have the right to terminate this Agreement at any time during the term of this Agreement upon one hundred eighty (180) days prior written notice to the Village without any additional cost or obligation to the LICENSEE.

b. Upon the expiration or termination of this Agreement, the Village shall have the option to require the LICENSEE to remove its Facilities located in the Right-of-Way and restore such Right-of-Way herein authorized to be used and occupied to a condition reasonably satisfactory to the Village, or to allow the Facilities to remain in the Right-of-Way. In the event the Village elects to allow the Facilities to remain located in the Right-of-Way, the Village, after thirty (30) days prior written notice to the LICENSEE, shall be allowed to take control over said Facilities as property of the Village, without compensation to the LICENSEE.

25. SEVERABILITY SAVINGS CLAUSE If any part of this Agreement including any section, subsection, sentence, clause, phrase, or other portion of this Agreement or its application to any person is, for any reason, rendered or declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, said decision shall not affect the validity of the remaining parts or portions of this Agreement which shall remain in full force and effect.

26. NON-DISCRIMINATION The LICENSEE shall make its Services available to any customer within its area who shall request such Service, without discrimination as to the terms, conditions, rates or charges for the LICENSEE's Services; provided, however, that nothing shall prohibit the LICENSEE from making any reasonable classifications among differently situated customers consistent with public utility, Federal Communications Commission (FCC), Illinois Commerce Commission (ICC) or other applicable regulatory standards.

27. VIDEO PROGRAMMING LICENSEE shall notify the Village if it intends on providing cable television content over the Facilities to subscribers within the Village. If required by law, LICENSEE will enter into a cable franchise or an open video system franchise agreement with the Village in the event LICENSEE does provide cable television content over its Facilities.

28. GENERAL

a. Non-Waiver Of Rights: No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. Governing Law, Venue and Waiver of Trial by Jury:

i. Governing Law: This Agreement and the rights of the parties hereunder shall be subject to, construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois.

ii. **Venue:** Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County, Illinois or, when applicable, in the Federal District court for the Northern District of Illinois.

iii. **Waiver of Trial by Jury:** The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.

c. **Notices:** All notices and other communication or writings which any Party is required, permitted or may wish to serve in connection with or under this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when sent by certified mail, return receipt requested, overnight courier, or personal service to the Persons and addresses indicated below or to such addresses and Persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection. Mailing or courier of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given on the date of mailing.

TO THE VILLAGE:

Village Manager:
Village Manager
Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

WITH COPY TO:

Village Attorney:
Schaumburg Village Attorney
Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, IL 60559

TO THE LICENSEE:
Ripple Fiber Illinois, LLC
6000 Fairview Rd., Suite 300
Charlotte, NC 28210
Attn: Legal Department

WITH COPY TO:
Ripple Fiber Illinois, LLC
6000 Fairview Rd., Suite 300
Charlotte, NC 28210
Attn: Government Affairs

d. **Binding Effect**: Each of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, assigns and grantees. Nothing herein shall be deemed to permit a transfer of the License by the LICENSEE.

e. **Authority to Execute**: The LICENSEE hereby warrants and represents to the Village that (i) it has the right, power and authority to enter into this agreement and to accept to the License granted to it in this Agreement, (ii) the individuals executing this Agreement on behalf of the LICENSEE have the power and authority to bind the LICENSEE to this Agreement, and (iii) neither the execution of this Agreement nor the performance of the obligations contemplated hereby will (1) result in a breach or default under any agreement to which it is a party or (2) violate any restriction, court order or agreement to which it is subject.

f. **Joint Work Product:** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

g. **No Joint Venture or Partnership:** This Agreement shall not be construed to create a joint venture, partnership, employment or other agency relationship between the Parties.

h. **No Personal Liability:** No official, officer, agent or employee of the Village shall be charged personally or held contractually liable under any term or provision of this Agreement.

i. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.

j. **Section Headings:** The Section headings and references are for the convenience of the Parties and shall not be used to interpret or construe the terms and provisions of this Agreement.

29. **ENTIRE AGREEMENT** This Agreement sets forth all the covenants, conditions and promises and contains the entire agreement between the Parties. All negotiations between the Parties are merged in this Agreement, and there are no covenants, promises, agreements, conditions or understandings between the Parties, either verbal or written, other than those contained in this Agreement. In no event, shall prior drafts of this Agreement be used, considered or relied upon in interpreting or construing any provision of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above and by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

VILLAGE	RIPPLE FIBER ILLINOIS, LLC
By:_____ Village Manager	By:_____ Name: Joshua Runyan Title: Chief Legal Officer
ATTEST	ATTEST
By:_____ Village Clerk	By:_____

State of North Carolina)
) SS
County of)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Joshua Runyan, personally known to me to be the Chief Legal Officer of Ripple Fiber Illinois, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Managers of said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Ripple Fiber Illinois, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2026.

_____

[SEAL]

RESOLUTION NO. R-26-_____

A RESOLUTION APPROVING A MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT BETWEEN THE VILLAGE OF SCHAUMBURG AND RIPPLE FIBER ILLINOIS, LLC FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A FIBER OPTIC NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY

WHEREAS, the Village of Schaumburg ("Village") is an Illinois home rule municipality organized and existing under Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village possesses authority to regulate the use of its public rights-of-way and to establish reasonable terms and conditions governing the installation, operation, maintenance, relocation, and removal of telecommunications facilities within those rights-of-way; and

WHEREAS, Ripple Fiber Illinois, LLC, d/b/a Ripple Fiber ("Licensee"), has requested permission to construct, operate, maintain, repair, and remove an underground fiber optic network within portions of the Village's public rights-of-way to provide broadband internet services to residential and commercial customers; and

WHEREAS, the Village has negotiated a Master Right-of-Way Use License Agreement establishing the terms and conditions under which the Licensee may utilize the Village's public rights-of-way, including requirements related to permitting, construction standards, restoration, performance security, insurance, indemnification, inspection, relocation of facilities, reimbursement of applicable Village costs, and compliance with all applicable federal, state, and local laws and regulations; and

WHEREAS, the proposed Agreement grants only a non-exclusive, revocable license to use the public rights-of-way and does not convey any ownership interest, easement, or franchise rights in Village property; and

WHEREAS, the Village Board finds that approval of the Master Right-of-Way Use License Agreement is in the best interests of the Village and its residents by facilitating the expansion of broadband infrastructure while preserving the Village's ability to protect and manage its public rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: The recitals set forth above are incorporated herein and made a part of this Resolution.

SECTION TWO: The Village Board hereby approves the Master Right-of-Way Use License Agreement between the Village of Schaumburg and Ripple Fiber Illinois, LLC, substantially in the form attached hereto as **Exhibit A**.

SECTION THREE: That the Village Manager and Village Clerk are hereby authorized and directed to execute and attest the Agreement on behalf of the Village, together with such non-substantive modifications as may be approved by the Village Attorney and Village Manager, provided that such modifications do not materially alter the rights or obligations of the Village.

SECTION FOUR: The Village Manager, Director of Public Works and all other appropriate Village officials are authorized to take such actions as are necessary and appropriate to implement and administer the Agreement, including the issuance of permits, review of construction plans, inspection of work, collection of fees, and enforcement of the terms and conditions of the Agreement.

SECTION FIVE: Nothing in this Resolution or the Agreement shall be construed as granting the Licensee an exclusive right to occupy or use the Village's public rights-of-way. The Village expressly reserves all rights and authority to regulate the use of its public rights-of-way consistent with applicable law.

SECTION SIX: This Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

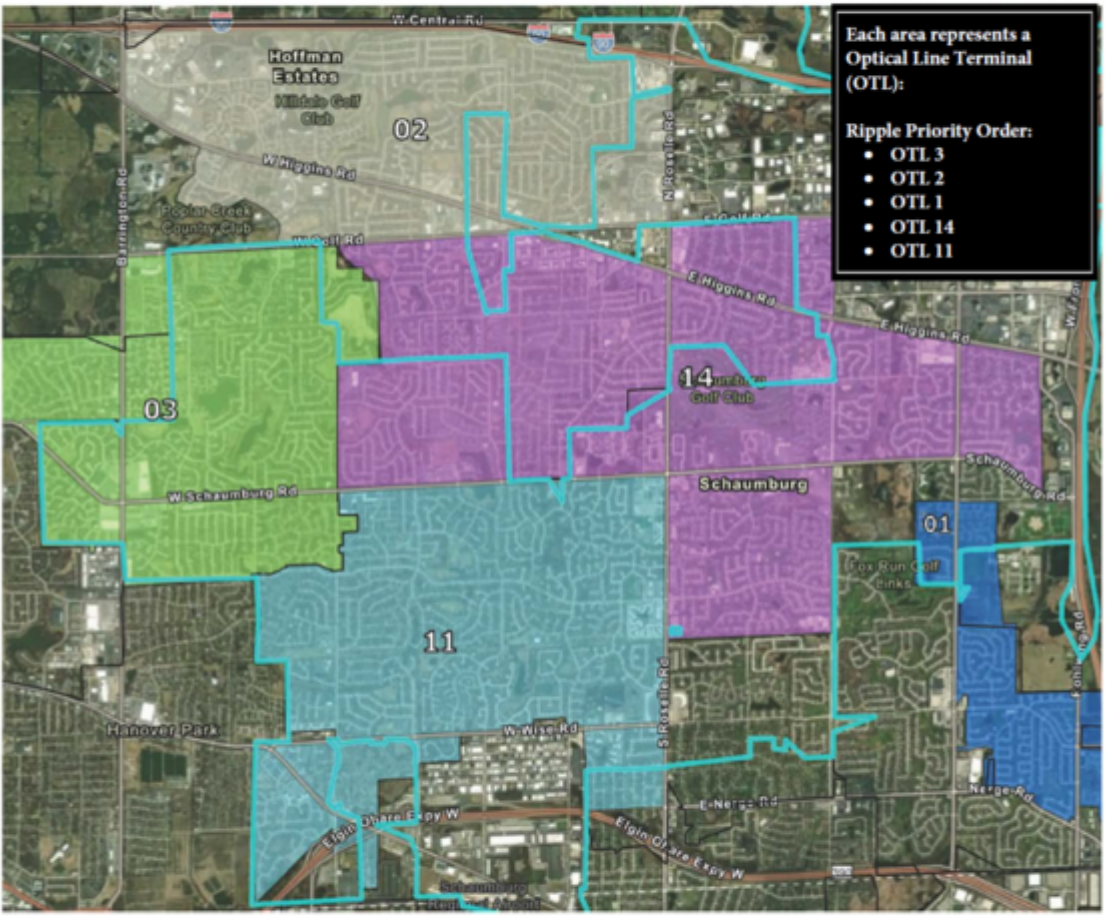
ABSENT:

PASSED AND APPROVED this _____ day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk


Each area represents a Optical Line Terminal (OTL):
Ripple Priority Order:
OTL 3
OTL 2
OTL 1
OTL 14
OTL 11
Hoffman Estates
02
03
14
11
01
Schaumburg
W Higgins Rd
E Higgins Rd
W Schaumburg Rd
Schaumburg Rd
W Wise Rd
E Nerge Rd
Nerge Rd
Hanover Park
Elgin O'Hare Expy W
Barrington Rd
N Roselle Rd
S Roselle Rd

RIPPLE FIBER.

Ripple Fiber Resident Outreach Plan (Following Permit Approval)

- *4-5 Weeks Prior to Construction* – Letters mailed to residents informing them of incoming work.
- *7-10 Days Prior to Construction* – Door Hangers sent out to residents in the permitted area.
- *2-3 Days Prior to Construction* – Final door notices for residents in permitted area.

Residents will be provided contact information for questions on distributed materials.

Notice letters sent residents (4-5 Week Prior to Construction)



VILLAGE OF
SCHAUMBURG

AGENDA ITEM SUMMARY

Resolution No. R-26-_____A Resolution Approving a Master Right-of-Way Use License Agreement between the Village of Schaumburg and Lumos Fiber of Illinois, LLC for the Installation, Operation, and Maintenance of a Fiber Optic Network within the public Rights-of-Way.
09/08/26
Village Board

Presenter: Andrew Buckwinkler; Assistant to the Village Manager
Lead Department: General Government

Executive Summary:

Lumos Fiber of Illinois, LLC has requested approval of a Master Right-of-Way Use License Agreement (Master License Agreement or MLA) to facilitate the construction, operation, and maintenance of a fiber-to-the-home broadband network within the village's public rights-of-way. The proposed MLA establishes the requirements and conditions for Lumos Fiber's installation of underground fiber optic infrastructure throughout the community while maintaining village oversight of construction activities, restoration of public property, and the ongoing management and protection of public assets.

Unlike traditional cable television providers such as Comcast, Lumos Fiber is not seeking a cable television franchise because it is not proposing to provide cable television service subject to federal cable franchising requirements. Instead, Lumos Fiber is deploying a fiber-to-the-home broadband network intended to provide high-speed internet service directly to residents and businesses. Illinois law allows telecommunications providers to occupy public rights-of-way through municipal permitting processes and right-of-way agreements rather than cable franchise agreements. As such, municipalities throughout Illinois commonly use Master License Agreements to establish requirements for the construction, operation, maintenance, and restoration of fiber infrastructure while retaining local oversight of the public right-of-way.

Master License Agreements are commonly utilized between municipalities and fiber network providers undertaking broadband infrastructure deployment. Similar agreements have been adopted by numerous municipalities throughout the region and state to balance private investment in broadband infrastructure with responsible management of public assets. Although providers may generally construct facilities through the standard permitting process, the proposed MLA provides a comprehensive framework addressing permitting procedures, construction coordination, engineering standards, restoration requirements, insurance coverage, indemnification, performance bonding, facility relocation, and long-term maintenance obligations. Establishing these responsibilities in advance provides greater accountability and allows the village to maintain appropriate oversight during construction and throughout the life of the infrastructure.

Importantly, approval of the MLA does not constitute approval for Lumos Fiber to begin construction throughout the village. Individual construction areas will remain subject to review and approval by the Engineering and Public Works Department (EPW) through the village's permitting process. This allows the village to actively manage the location, timing, and sequencing of construction based on other work occurring within the right-of-way, available inspection resources, restoration progress, and potential conflicts with other utilities or fiber providers.

The village is planning for the potential construction of multiple fiber networks and intends to coordinate permitting in a manner that avoids unnecessary overlap, disruption, and resident confusion. Consistent with the village's existing practice for dry utilities, EPW may delay the issuance of permits within areas where significant village, utility, or other permitted construction is underway when necessary to appropriately coordinate work and protect the public right-of-way. This authority will be particularly important if multiple fiber providers request permits for the same or adjacent neighborhoods during similar timeframes. In those circumstances, EPW can sequence construction so residents are not unnecessarily subjected to overlapping construction activities, competing notifications, or uncertainty regarding which contractor is responsible for restoration or other concerns.

While multiple providers may ultimately construct networks within the village, staff does not anticipate that providers will routinely attempt to construct within the same neighborhood simultaneously. Fiber providers generally have an economic incentive to prioritize areas where competing fiber infrastructure has not already been installed, as the introduction of fiber service can reduce the potential customer base and anticipated return on investment for subsequent providers. Nevertheless, the village's permitting process provides EPW with the ability to manage construction sequencing should overlapping requests occur.

Construction will also be divided into manageable phases developed collaboratively between Lumos Fiber and EPW. Rather than permitting unrestricted construction throughout the community simultaneously, Lumos Fiber will generally advance through priority construction areas consisting of approximately 300 to 500 homes at a time. The attached map reflects Lumos Fiber's current anticipated construction plan and sequencing; however, the timing and progression of individual construction areas may vary based on ongoing coordination with EPW, completion of appropriate permit review, available right-of-way capacity, other construction activity, restoration progress, and the village's ability to provide appropriate review and inspection. Accordingly, the map should be considered a planning framework rather than a fixed construction schedule. This collaborative approach will allow the village to coordinate the release of subsequent construction areas, maintain accountability throughout construction, encourage completion and restoration of individual service areas before significant additional work proceeds, and provide EPW with greater control over the overall pace of deployment.

EPW is also preparing for the additional engineering review and inspection workload associated with potentially having multiple fiber providers seeking construction permits concurrently. Staff anticipates that supplemental third-party engineering assistance will be necessary to maintain appropriate permit review and field inspection coverage without negatively affecting existing village projects and responsibilities. Because Lumos Fiber is registered as a telecommunications provider, applicable state

law limits the village's ability to charge certain right-of-way-related review and inspection expenses directly to the provider. Once telecommunications service is established, however, Lumos Fiber will be responsible for remitting applicable Illinois Simplified Municipal Telecommunications Tax (SMTT) revenues to the village.

Recognizing these limitations, EPW is proactively planning for the additional workload rather than relying solely on existing staff resources. EPW is currently working with the village's existing engineering consultant, CivilTech, to determine its interest and capacity to provide supplemental permit review and construction inspection services. Staff is also contacting other qualified engineering firms to identify additional resources and intends to have sufficient supplemental review and inspection capacity available before significant fiber construction begins. These consultants would work on behalf of the village and under EPW's direction to review permit plans, inspect construction activities, verify compliance with village standards, document deficiencies, and assist with restoration oversight as needed.

EPW will review proposed infrastructure locations as part of each permit application to ensure that access points and other utility infrastructure are appropriately distributed throughout residential areas. Village requirements limit the number of utility pedestals that may be located within an individual residential yard. Accordingly, permit plans will be reviewed to prevent individual properties from disproportionately accommodating utility infrastructure and to ensure facilities are distributed in accordance with village standards.

Resident communication will also be coordinated with the village's overall construction management efforts. Lumos Fiber will be required to provide advance notification to affected residents regarding upcoming construction, anticipated activities, restoration responsibilities, and appropriate customer service contacts. The village's phased permitting and construction coordination process will complement these communications by reducing circumstances in which residents receive simultaneous notifications from multiple fiber providers or encounter multiple fiber contractors working within the same neighborhood at the same time. By coordinating permitting schedules among providers and considering other village and utility projects occurring within an area, EPW will seek to provide a more orderly construction environment and clearer accountability for residents when questions, property impacts, or restoration concerns arise.

Lumos is now part of T-Mobile Fiber and is constructing the physical fiber infrastructure that will support T-Mobile's fiber-to-the-home service. Lumos has specifically identified Schaumburg as one of more than 20 Chicagoland communities included within its Illinois fiber expansion, which is expected to extend approximately 3,000 miles and ultimately reach nearly 300,000 addresses across portions of Cook and DuPage Counties.

Upon completion of construction, residential service is expected to be marketed through T-Mobile Fiber. Current T-Mobile Fiber offerings include service tiers ranging from 300 Mbps through 2 Gbps, depending on service location. The addition of the Lumos/T-Mobile Fiber network is expected to increase competition within the local broadband marketplace by providing residents and businesses with

an additional high-speed internet option and expanding consumer choice. The network will also provide additional fiber infrastructure capable of supporting increasingly bandwidth-intensive residential and business uses.

Overall, staff's approach to fiber deployment is intended to accommodate private broadband investment without sacrificing the village's ability to responsibly manage construction within its rights-of-way. Approval of the MLA establishes the contractual framework under which Lumos Fiber may operate, while individual construction remains subject to EPW review, permitting, sequencing, inspection, and restoration requirements. Through phased construction areas, coordination among providers and other utilities, the ability to delay permits where overlapping construction would create conflicts, supplemental third-party engineering and inspection resources, infrastructure placement standards, bonding and insurance requirements, and coordinated resident communication, the village has multiple mechanisms available to manage the risks associated with a large-scale fiber buildout.

This approach is particularly important as multiple providers consider investments within Schaumburg. Rather than allowing several networks to advance independently without coordination, EPW will actively manage the pace and location of permitted work to maintain accountability, minimize unnecessary neighborhood disruption, protect existing infrastructure, and ensure sufficient village or consultant resources are available to oversee construction. The proposed Master Right-of-Way Use License Agreement therefore appropriately balances the village's responsibility to protect its public rights-of-way, infrastructure, residents, and fiscal interests while supporting private investment in next-generation broadband infrastructure. Accordingly, staff recommends approval of the Master Right-of-Way Use License Agreement with Lumos Fiber of Illinois, LLC.

Recommended Action:

Staff recommends the Planning, Building, and Development Committee recommend that the Village Board authorize the Village Manager to execute the attached Master License Agreement with Lumos Fiber of Illinois, LLC of High Point, NC.

ATTACHMENTS:

- Lumos MLA - FINAL.pdf
- R-26-XXX- A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN A MLA WITH LUMOS FIBER.pdf
- Lumos Proposed MAP.png
- LUMOS Communication Plan.png

MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT
(FIBER OPTIC NETWORK USE)

THIS MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT (hereinafter referred to as this "Agreement"), made and entered into this ____ day of _____, 2026 pursuant to authority provided by the Illinois Constitution of 1970, Illinois State Statutes, and the Village Municipal Code, between the **Village of Schaumburg**, an Illinois municipal corporation and home rule unit of local government, with its principal office located at 101 Schaumburg Court, Schaumburg, Illinois 60193, (hereinafter referred to as the "Village") and **Lumos Fiber of Illinois, LLC**, an Illinois limited liability company with its principal office located at 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, (hereinafter referred to as the "LICENSEE"). The Village and the LICENSEE may be hereinafter referenced individually as "Party" or cumulatively as "Parties".

IT IS, THEREFORE, AGREED by and between the Village and the LICENSEE, in consideration of the public health, welfare and safety, and the promises and mutual covenants contained herein, as follows:

1. INTERPRETATIONS AND DEFINITIONS

a. Interpretation: When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and words in the singular number include the plural number. The words "shall" or "will" are always mandatory and not merely directory, and the word "may" is permissive.

b. Definitions: Except as provided herein, terms used within this Agreement shall have the same meaning as set forth within the Village's Right-of-Way Ordinance, as defined herein. Whenever used in this Agreement, the following terms shall have the following meanings:

i. **Effective Date**: The date of this Agreement as set forth on the beginning of the first page of this Agreement, which date shall be used for reference purposes and all other purposes.

ii. **Facilities**: The individual parts that together make the LICENSEE's System operational for the purposes set forth herein, including, without limitation, all cables, conduits, access manholes, pedestals, boxes, equipment, devices and other appurtenances in the Right-of-Way.

iii. **Final Plans and Specifications**: Those certain plans and specifications for the System approved by the Village pursuant to this Agreement.

iv. **Governmental Authorities**: The United States of America, the State of Illinois, the County of Cook and any political subdivision thereof, including, without limitation, the Village and any agency, department, commission, board, bureau or other instrumentality of any of them that has jurisdiction over the System or any property over, under, above or along which the System shall be installed.

v. **License**: The nonexclusive, revocable license granted to the LICENSEE in this Agreement, for the purposes of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the System pursuant to and in accordance with this Agreement.

vi. **License Fee**: The fees required to be paid pursuant to this Agreement in consideration for the License.

vii. **Municipal Code:** The Municipal Code of the Village of Schaumburg, Illinois.

viii. **Permits**: All approvals, consents, permits, certificates, licenses, easements and authorizations required to be obtained from all Governmental Authorities and Persons, in connection with the Systems, including those needed to obtain access to or use of any real property.

ix. **Person**: Any natural person, or association, firm, partnership, join venture, corporation, limited liability company or other legally recognized entity or organization, whether for profit, not-for-profit, excluding Governmental Authorities.

x. **Preliminary Plans and Specifications**: Those certain plans and specifications for the System submitted by the LICENSEE to the Village's Project Manager, or their designee, pursuant to this Agreement.

xi. **Project Manager:** The Director of Public Works and Engineering.

xii. **Right-of-Way**: A public street, highway, road, roadway, utility easement, or other public right-of-way now or hereafter held by the Village in a proprietary or governmental/regulatory capacity.

xiii. **Right-of-Way Ordinance**: The Construction of Facilities in the Right-of-Way Ordinance contained in the Municipal Code at Title 15, Chapter 158.

xiv. **System**: The network consisting primarily of fiber optic cables to be constructed and installed by the LICENSEE pursuant to and in accordance with this Agreement, including, without limitation, all Facilities to be used by the LICENSEE for the purpose of providing fiber broadband internet services, which may include where applicable, transmitting, receiving and distributing telecommunications and other information, including, without limitation, voice, data, signals, messages, and other forms of communications, provided that the LICENSEE shall not be a cable operator, as such term as defined under the Cable Communications Policy Act of 1984 and the 1992 Cable Television Consumer Protection and Competition Act, as amended or as may be amended in the future.

xv. **System Provider:** Any person providing a System and services within the Village pursuant to approval granted by the Village.

2. GRANT AND ACCEPTANCE OF LICENSE

a. **Grant of License**: The Village hereby grants to the LICENSEE a non-exclusive, revocable License for the Term of this Agreement to operate its System within the Village as detailed in the Permits and Final Plans and Specifications referenced in this Agreement for the sole purpose of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the LICENSEE's System. This License is limited to only the specific route and locations within the certain Right-of-Way within the Village, as detailed in the approved Final

Plans and Specifications. This Agreement does not convey any right, title or interest in the Right-of-Way or property of the Village but shall be deemed a license for the limited purposes stated in this Agreement. Neither this Agreement nor the License shall be construed to create an assignment coupled with an interest, any vested right, or any warranty of title. The Parties hereto expressly intend and acknowledge that the LICENSEE's fiber optic cables and telecommunication lines will be personal property of the LICENSEE and not fixtures.

The rights granted to the LICENSEE herein shall always be subordinate to the Village's right to ingress into and egress out of, to use, occupy, repair, maintain, or otherwise utilize the Right-of-Way.

b. **System Obligations:** LICENSEE's System shall be designed to provide and shall be capable of providing Internet and other System services to all persons, including but not limited to residential, commercial, industrial, and governmental customers, throughout the Village and LICENSEE shall make such services available to all such customers throughout the term of this Agreement; provided, however, that the LICENSEE shall not be required to construct its System within any area of the Village already served by another System Provider.

c. **Acceptance of License:** The LICENSEE hereby accepts the License and agrees to strictly comply with this Agreement.

d. **License, Permits and Approvals**: With the exception of those rights granted herein, this Agreement shall not take the place of any license, permit or approval that is or may in the future be required to be, secured by the LICENSEE from other Governmental Authorities or Persons in order to (i) install, use, maintain, test, inspect, operate, repair or remove the System; (ii) access, possess or otherwise use any real property, including any right-of-way of any other governmental entity; or (iii) engage in, maintain, operate or carry on a business within the Village.

e. **Nonexclusivity of Grant:** This Agreement does not grant any exclusive right, privilege, license or franchise to occupy or use the Right-of-Way or property of the Village for the provision of any services or any other purpose. Nothing contained in this Agreement shall prohibit the Village from granting other Governmental Authorities or Persons a license similar to the one granted herein to construct, install, maintain and operate a System in the Village.

f. **License Term**: The Term of the License shall be for a period of five (5) years, beginning on the Effective Date and ending five (5) years from the Effective Date, provided that LICENSEE is in compliance with the requirements of the Village's Code and the terms and conditions herein.

g. **License Renewal:** This Agreement shall automatically renew for two (2) successive five (5) Year terms (the "Renewal Terms") provided Licensee is in compliance with the terms and conditions of this Agreement at the time of renewal. This agreement may be terminated by either Party at the end of the Initial Term or then current Renewal Term by providing not less than ninety (90) days' advance written notice of termination to the other Party.

3. TAXES AND FEES

a. **Simplified Municipal Telecommunications Tax**: LICENSEE hereby represents that (1) the Illinois Commerce Commission granted the Licensee a Certificate of Exchange Service Authority to provide facilities based local telecommunications services, (2) the LICENSEE intends to offer telecommunications services within the Village as a Telecommunications Retailer as defined by the Telecommunications Infrastructure Maintenance Fee Act (TIFMA) (35 ILCS 635/10), and (3) upon providing telecommunications services shall be subject to Simplified Municipal Telecommunications Tax (SMTT) (35 ILCS 636/5) as imposed by the Village for the Facilities being installed pursuant to this Agreement. Should the LICENSEE provide telecommunications services within the Village, LICENSEE shall collect and pay the Village's Simplified Municipal Telecommunications Tax as required by the Municipal Code and State Law for the use of the Facilities installed pursuant to this Agreement. LICENSEE agrees to timely pay the SMTT during the term if this Agreement. Prior to the time the LICENSEE commences offering telecommunications services within the Village, it shall notify the Village in writing.

For so long as (a) the Village imposes a simplified municipal telecommunications tax (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) LICENSEE provides telecommunications services within the Village and collects and remits said SMTT, no recurring Aannual Fee shall be due to the Village. On no less than a quarterly basis, LICENSEE shall submit in writing confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the Village's Finance Department via USPS or electronic mail, and it shall include the LICENSEE's name, the contact information for the person or department responsible on behalf of LICENSEEE for answering any questions related to the remittance, period of remittance and amount remitted.

Nothing set forth in this agreement shall limit the authority of the Village to enact any tax or fee authorized by the laws of the State of Illinois or the home rule authority of the Village granted by the Illinois Constitution.

b. **Fees:** LICENSEE shall pay to the Village an initial fee of Ten Thousand Dollars ($10,000) ("Initial Fee") within thirty (30) days of the execution of this Agreement. Thereafter, the annual fee shall be increased each year by four percent (4%) over the previous year's fee.

Thereafter, (1) if the SMTT is no longer imposed by the Village, (2) the LICENSEE is not required by law to pay the SMTT, or (3) does not provide Telecommunications services, LICENSEE shall pay an annual fee ("Annual Fee") to the Village in an amount equal to Ten Thousand Dollars ($10,000) plus four percent per year from the date of this Agreement. The annual fee shall be paid to the Village no later than April 30 of each year. Payments made after April 30th shall include a late-penalty fee of ten percent (10%) or the highest rate permitted by law.

c. **Permit Fees:** In addition to the Initial Fee, and as applicable the SMTT or the Annual Fee, the LICENSEE shall pay any applicable permit fees for each permit applied for and/or issued in accordance with the Municipal Code.

d. **Third Party Review Fees:** The LICENSEE shall reimburse to the Village the reasonable cost of any third-party engineering or other review of its permit applications, for compliance with all applicable codes, rules and regulations of the Village and other Governmental Authorities, as applicable. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.

e. **Construction Oversight:** The LICENSEE shall reimburse to the Village the reasonable cost of any construction oversight and monitoring of LICENSEE's work within the Village. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.

f. **Installation of Service to the Village**: Within thirty (30) days of LICENSEE providing its Plans and Specifications to the Village, the Village may request an estimate from LICENSEE regarding the cost of installing additional conduit and handholes within LICENSEE'S planned installation path(s). The Village shall reimburse LICENSEE for the costs of installing the additional requested conduit and hand holes within thirty (30) days of receiving an invoice from LICENSEE. All conduit and handholes installed for the Village shall become the property of the Village.

g. **Other Fees, Costs and Compensation:** The Village shall issue the LICENSEE invoices for the amount of any other fees, costs and compensation due to the Village from the LICENSEE pursuant to this Agreement or pursuant to any applicable Village codes, rules and regulations.

h. **Default Fees and Costs:** The LICENSEE agrees to pay the Village's reasonable attorney's fees and costs of collection, including litigation costs, should the LICENSEE default on this Agreement.

i. **General Fee Provisions**:

i. In the event that the LICENSEE fails to pay the SMTT or any fees in lieu of the SMTT during the term if this Agreement, the Village may in the Village's sole discretion, (1) terminate this Agreement; or (2) may require the LICENSEE to reimburse the Village for all additional costs and expenses incurred by the Village in connection with any issuance, modification, amendment, renewal or transfer of this Agreement or of the License granted pursuant to this Agreement and to pay compensation charged and paid for the use of the Right-of-Way, separate from, and additional to, all federal, State, local and Village taxes as may be levied, imposed or due from any Person or its customers or subscribers, or on account of any business, activity or services, whether or not relating to use of Right-of-Way.

ii. Each invoice provided to LICENSEE by Village shall be paid by the LICENSEE within thirty (30) days from the date of issuance of said invoice.

iii. Any payment due from a LICENSEE that is more than thirty (30) days past due shall be deemed delinquent and shall accrue interest at the rate of 18% or the highest rate permitted under the law, whichever is less, compounded annually.

iv. The acceptance by the Village of any payment shall not be construed as an accord by the Village that the amount of such payment is the correct amount due from the LICENSEE pursuant to this Agreement, nor shall such acceptance of any payment be construed to be a release or waiver of any claim the Village may have for further or additional sums due and payable pursuant to this Agreement.

v. All payments due to the Village from the LICENSEE pursuant to this Agreement shall be paid without counterclaim, setoff, deduction or defense. In the event the LICENSEE does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the Village shall have the right to, without any liability to the LICENSEE, its customers or any third Persons, pursue all remedies available to it at law or in equity, including without limitation, revocation of the LICENSEE's License.

vi. Payment by the LICENSEE to the Village of the fees and charges set forth in this Agreement are compensation for Village services and shall not be considered in the nature of a tax. Such payments shall be separate from, and additional to, all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of the LICENSEE.

vii. The Village will give LICENSEE reasonable advance notice and documentation for any costs, fees, or other compensation due to the Village pursuant to this Agreement.

4. INTERCITY CIRCUITS AND REPORTING REQUIREMENTS

a. If the LICENSEE constructs circuits from within the Village limits of the Village extending to points beyond such Village limits and providing point-to-point nonswitched interexchange services with no intermediate services within the Village ("Intercity Circuits"), the LICENSEE agrees to bill its customers separately for the services provided through Intercity Circuits.

b. The LICENSEE shall furnish to the Village such information as may be reasonably required by the Village to effect compliance by the LICENSEE and the LICENSEE's customers with any ordinances of the Village which shall be in effect from time to time regulating, taxing or otherwise concerning the LICENSEE's operation of a System pursuant to this Agreement.

c. The LICENSEE also specifically acknowledges its duty and obligation to comply with the ordinances of the Village, including any ordinances that require the payment or collection of another Village tax or the obtaining of any Village licenses. Breaching the provisions of this Section shall be a default under this Agreement.

5. CONSTRUCTION OF SYSTEM

a. Plans and Specifications:

i. Submission of Preliminary Plans and Specifications: The LICENSEE shall, within forty-five (45) days after the Effective Date, or such later date as mutually agreed to by the Parties in writing, submit to the Project Manager, for review and comment, Preliminary Plans and Specifications, and such other documentation as required by the Project Manager. The Preliminary Plans and Specifications shall be provided in Shapefile, File Geodatabase, or other Village approved format and shall include, without limitation:

1. A map in sufficient detail indicating:

a. the proposed route for all fiber cable lines in each Right-of-Way where such cables are proposed to be placed underground;

b. all trees, structures, improvements and obstructions in such Right-of-Way and any utility facilities, structures or other improvements or obstructions that the LICENSEE proposes to temporarily or permanently remove or relocate; and

c. if the proposed route for fiber cable lines includes areas outside the Right-of-Way, the names of owners of all properties, public or private, under, over or across that the fiber lines are proposed to be constructed and/or installed.

2. The proposed phasing of the construction activities.

3. A complete list of all permits required to be obtained from Governmental Authorities.

4. A written traffic control plan delineating the proposed construction schedule and traffic impacts on the Right-of-Way. The plan shall be proposed in accordance with the Manual on Uniform Traffic Control Devices published by the United States Department of Transportation, Federal Highway Administration and the Illinois Department of Transportation (IDOT) Traffic Control Standards.

5. Such additional information as required by the Village.

ii. Review by the Village/Identification of Conflicts: The Project Manager shall review the Preliminary Plans and Specifications within twenty-five (25) days and shall submit any comments in writing to the LICENSEE. The failure of the Project Manager to provide comments within twenty-five (25) days shall not constitute approval of the Preliminary Plans and Specifications. Where conflicts with other utilities, overcrowding of particular rights-of-way, or other potential issues are identified, the LICENSEE shall be advised of same, and the LICENSEE shall propose alternative locations. The Parties shall consult or otherwise work cooperatively to identify the availability of alternatives. The Village shall have the right to refuse to approve or authorize any permit if it reasonably determines that space within a Right-of-Way is inadequate to accommodate the LICENSEE's Facilities.

iii. **Phasing**: Permit Applications shall be submitted in phases as required by the Project Manager or his designee, based upon the length of the proposed route(s) of the telecommunication system, the area of the proposed route(s), the number of existing utilities within any proposed Right-of-Way, the potential for interference with existing utilities, or the potential for interference with the use of the Right-of-Way where construction activities are proposed.

iv. **Submission of Final Plans and Specifications**: The LICENSEE shall submit to the Project Manager, or his or her designee, with the Permit Application for each Phase, Final Plans and Specifications in Shapefile, File Geodatabase, or other Village approved format. The Final Plans and Specifications shall consist of final, complete and revised versions of each of the Preliminary Plans and Specifications which shall include the location of all existing utilities in the Right-of-Way, the horizontal and vertical depth proposed for the underground burial of all fiber optic cable and facilities and such other information as required by the Right-of-Way Ordinance. If the Project Manager, or his or her designee, is satisfied that the Final Plans and Specifications are in order and reflect all the revisions that the Project Manager, or his or her designee, requested in connection with the review of the Preliminary Plans and Specifications, then the Project Manager, or his or her designee, shall approve the Final Plans and Specifications not later than twenty-five (25) days after receipt thereof. In the event the Final Plans and Specifications do not meet the requirements of the Project Manager, or his or her designee, he or she shall notify the LICENSEE, in writing, of the denial of the Final Plans and Specifications. The failure to approve the Final Plans and Specifications within twenty-five (25) days shall not constitute approval of such Final Plans and Specifications. No construction of any kind shall commence, and the Village shall not be required to issue any permits for any construction, unless and until the Project Manager, or his or her designee, approves the Final Plans and Specifications.

v. **No Waiver of Code Requirements**: Under no circumstances shall the Village be obligated or required to revise, amend, modify or waive any of the codes, ordinances, rules or regulations of the Village.

b. **<u>Coordination of Construction Activities</u>:**

i. The LICENSEE is required to and shall cooperate with the Village and other licensees**.**

ii. By February 1 of each year, the LICENSEE shall provide the Village with a schedule of its proposed construction activities in, around or that may affect the Right-of-Way and ways during the subsequent one (1) year period.

iii. The LICENSEE shall meet with the Village, other licensees and users of the Right-of-Way annually or as determined by the Village to schedule and coordinate construction in the Right-of-Way.

iv. All construction locations, activities and schedules shall be coordinated, as ordered by the Village's Project Manager, or his or her designee, to minimize public inconvenience, disruption or damages.

c. **Adjustments:** The LICENSEE shall adjust to depth, line, and/or grade at its sole expense all appurtenances related to its System in the street or Right-of-Way at the time the street or Right-of-Way rehabilitation, repair or reconstruction occurs.

d. **Permits:**

i. **Obligation to Obtain Village Permit:** As a condition precedent to its right of access and use of the Right-of-Way, the LICENSEE shall submit a site-specific permit application for the locations within each Phase for which a permit is requested. Each permit application shall include all siting, design, construction information and documents required by the Right of Way Ordinance in sufficient detail to demonstrate to the Village that the System will be constructed in accordance with all applicable codes and ordinances and shall meet the requirements of this Agreement, provided, however, whenever the LICENSEE elects to engage in construction or maintenance of a lateral connection from its System to a customer location which was not included within the Final Plans and Specifications, such permit application and plans and specifications shall demonstrate that such lateral is consistent with the overall concept of the Final Plans and Specifications, presents no threat to the public health and safety, and meets all other requirements of this Agreement. If the Project Manager is satisfied that the proposed construction conforms to the requirements of the Right-of- way Ordinance and this Agreement, the Project Manager shall issue a permit as soon as practicable.

ii. **Obligation to Obtain Other Permits:** The LICENSEE shall, before commencing construction of any kind in the Village, obtain all Permits as may be necessary or required for the use of property in connection with, and for the construction of the System. The LICENSEE shall submit copies of all Permits received by it, with the exception of those issued by the Village, to the Project Manager, or his or her designee, prior to the commencement of construction.

iii. **Village Geographic Information System (GIS) Files:** Upon request of the LICENSEE the Village shall provide access to the Village's GIS files with respect to Village Right-of-Way.

iv. **Title; Condition of Right-of-Way:** It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the accuracy of any GIS files or other documents provided by the Village to the LICENSEE; the condition of the title or boundaries of the Right-of-Way; the accuracy of any GIS files or other documents provided by the Village to the LICENSEE, the condition of the underground duct or conduit, if any; the location of any utilities or facilities in the Right-of-Way; any other improvements or soils located on the Right-of-Way; or the suitability of the Right-of-Way for LICENSEE's intended use. LICENSEE assumes all risks associated with the placement, operation and maintenance of the Facilities within the Right-of-Way and suitability of the Right-of-Way for its Facilities. LICENSEE accepts the Right-of-Way in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the Village shall not be held liable for any damages or

liabilities resulting from any actions that arise because of any adverse claims concerning the matters set forth herein.

v. **Membership in JULIE:** The LICENSEE shall, before commencing construction, become a member of Joint Utility Locating Information for Excavators ("JULIE") and shall at all times during the-term of this Agreement, comply with all regulations of JULIE. LICENSEE shall provide at LICENSEE's expense, an experienced and competent utility locator to locate and mark the location and depth of all Village owned utilities and other utilities with the use of ground penetrating radar or other similar technology.

vi. **Construction in Accordance with Permits**: The LICENSEE shall construct the System in strict accordance with all permits issued and all applicable codes, rules and regulations of all Governmental Authorities, and the failure to comply with the permit documents shall constitute a material breach of this Agreement. The LICENSEE shall, as diligently as possible but in no event later than thirty (30) days after delivery of a violation notice by the Village, correct such violation. Notwithstanding the foregoing, if the violation constitutes a potential threat to the public, the LICENSEE shall correct the violation immediately following notice of the violation or threat.

e. **Construction on and in Right-of-Way:**

i. **Use of Right-of-Way:** The use of the Right-of-Way and all work performed thereon shall comply with the Municipal Code, including but not limited to the Right-of-Way Ordinance, and the requirements of all Governmental Authorities.

ii. **Location of Facilities:** The LICENSEE shall construct its System only in locations authorized by Village Permit and as shown upon the Final Plans and Specifications.

Notwithstanding the foregoing, the Parties acknowledge that permit applications submitted to the Village by LICENSEE may identify locations that are outside of the Village's Right-of-Way and are outside the scope of this Agreement and the Village's authority to permit work in such locations ("Non-Right-of-Way Locations"). Non-Right-of-Way Locations may include, but are not limited to, public utility or other easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of LICENSEE's facilities in Non-Right-of-Way Locations, the Village specifically disclaims any and all warranties and representations related to LICENSEE's authority to enter or install facilities in such Non-Right-of-Way Locations. Further, any permit issued by the Village in connection with a permit application submitted by LICENSEE that identifies LICENSEE's installation of facilities in Non-Right-of-Way Locations shall not be considered or construed to be a Village grant of permission or authority to LICENSEE to access such Non-Right-of-Way Locations or otherwise grant LICENSEE authority to install its facilities in such Non-Right-of-Way Locations. It is LICENSEE's sole responsibility to identify and obtain permission from the owners of all Non-Right-of-Way Locations to enter such Non-Right-of-Way

Locations, and the Village shall have no duty or obligation to provide said Non-Right-of-Way Location owners any information or opinions concerning LICENSEE's ability to enter upon Non-Right-of-Way Locations. LICENSEE agrees to indemnify, defend and hold the Village harmless from any and all claims related to LICENSEE's anticipated or actual entrance to Non-Right-of-Way Locations, damage to Non-Right-of-Way Locations, installation of Facilities in Non-Right-of-Way Locations, or otherwise in connection with Non-Right-of-Way Locations.

iii. **Minimal Interference**: All work performed on, in, under, across or along the Right-of-Way shall be conducted so as to minimize any interference with all existing utilities and the rights and convenience of the general public, including traffic flow, the LICENSEE shall, at all times, employ reasonable care to avoid damage or interference with existing utilities, and while performing work: (a) employ reasonable care to protect the health and safety of the public, and (b) operate in accordance with the traffic control plan as approved by the Project Manager, or his or her designee.

iv. **Damage to Existing Utilities:** LICENSEE shall be fully responsible for all damage to existing utilities or other facilities caused by the LICENSEE's installation, maintenance or repair of its Facilities.

v. **Barricades**: The LICENSEE shall use suitable barricades, flags, lights, flares or other protective devices at such times and places as are required by its traffic control plan, all applicable ordinances, codes, rules and regulations and at such additional times and places as are required for the safety of all members of the general public, so as to prevent injury to any Person or damage to any vehicle by reason of any work being performed, as determined by the Village in its sole Judgment and discretion.

vi. **Prior Notification**: At least forty-five (45) days prior to any construction work to be conducted and again at least thirty (30) days prior to any proposed work, the LICENSEE shall notify all property owners of all property abutting the location of the LICENSEE's proposed work. The LICENSEE shall notify the Village's Project Manager, or his or her designee, and the owners of all private property abutting the proposed work at least seventy-two (72) hours prior to any work. Nothing herein shall be construed as preventing the LICENSEE from making immediate repairs to any damage caused to any Facilities, provided that the LICENSEE shall notify the Village's Project Manager, or his or her designee, as promptly as possible before such repair work or if an emergency, as soon thereafter as possible, and in any event, shall notify JULIE before such repair work.

f. **Installation of Facilities**: LICENSEE shall use and occupy the Right-of-Way to install, operate and maintain its Facilities, which shall be limited to underground conduit and fiber optic cable. LICENSEE warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for the installation of the Facilities, LICENSEE agrees to work with the Project Manager or his designee to determine the method of installation to be used.

No trenching or excavation on any Right-of-Way or private property shall be conducted more than twenty-four (24) hours prior to the installation therein of any Facilities.

g. **Trimming Trees Prohibited**: The LICENSEE shall be prohibited from cutting or trimming any tree or tree roots greater than ½ inch in diameter, shrub or other vegetation, in or on any Right-of-Way prior to receiving the written approval of the Village's Project Manager, or his or her designee, which approval may be indicated on a duly issued permit The LICENSEE may cut or trim trees on private property as necessary, provided, however, the LICENSEE shall first obtain the permission of the affected property owner. All such trimming shall be in accordance with standard local arboricultural practices, and no trimming shall occur until the wires, cables or other Facilities have first been attached to the poles to ensure trimming to the minimum extent necessary. All trimming debris shall be removed from the work area on a daily basis.

h. **General Construction Standard**: All work performed on the System shall be performed in a good and workmanlike manner using materials of good and durable quality. If at any time it is determined by the Village or any other Governmental Authority, in its sole discretion and judgment, that any part of the System, including, without limitation, any means used to distribute signals over or within the System, is harmful to the health or safety of any Person, then the LICENSEE shall, at its sole cost and expense, promptly correct all such conditions to the reasonable satisfaction. of such Governmental Authority.

i. **Environmental**: LICENSEE shall not release any material in violation of any Federal or State environmental law on the Right-of-Way. LICENSEE, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of any material in violation of a Federal or State law occurring on the Right-of-Way, to the extent such a release was caused by LICENSEE. In the event of a release of any material in violation of a Federal or State law on the Right-of-Way by LICENSEE, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 10b. shall apply.

j. **"As-Built" Plans**: The LICENSEE shall furnish to the Village all "as-built" plans for the System as originally constructed and for all reconstruction, repair, relocation and other work performed thereon within thirty (30) days after completion of such work. The "as-built" plans shall be furnished in Shapefile, File Geodatabase, or other Village approved format that shall allow inclusion in the Village's GIS system. Notwithstanding the foregoing, the LICENSEE shall not be required to provide "as-built" plans for routine maintenance work performed, so long as no Facilities are added, removed or relocated.

k. **Right of Inspection**: The Village shall have the right to inspect all construction to ensure compliance with this Agreement and all applicable codes, laws, ordinances, rules, regulations and Permits. The LICENSEE shall have the right to accompany the Village during any such inspections provided the Village shall not be required to delay its inspection to satisfy the LICENSEE's schedule.

6. RESERVATIONS OF PUBLIC STREET RIGHTS AND CONSTRUCTION RESTRICTIONS

a. **Interest in Right-of-Way**: All rights granted herein to the LICENSEE in the Right-of-Way are granted based on the information and belief of the Village that it has title or an interest in such Right-of-Way and the right and power to grant the rights and interests granted to the LICENSEE in this Agreement. This Agreement shall be deemed to grant only such rights to use Right-of-Way as the Village may have the right and power to grant in this Agreement. The LICENSEE has the right to conduct or obtain a title search of the Right-of-Way to ascertain the status of the Village's rights and interests in the same, which shall be at the LICENSEE's sole cost and expense.

b. **Nonexclusive Use**: The LICENSEE's right to use and occupy the Right-of-Way shall not be exclusive. The Village hereby reserves the right to grant any right or use of such Right-of-Way to any Person or at any time during the period of the License and any renewal or extension thereof, provided and subject to this Agreement, that such grant does not prevent the use and operation of the System or any Facilities.

c. **Other Utilities**: The Village hereby retains the right to lay and permit to be laid, sewer, gas, water, electric, and other pipelines, cables and conduits in any Right-of-Way, to change any curb or sidewalk or the grade or dimension of any street, and to perform and to permit to be performed any other work as the Village shall deem necessary or proper in its sole judgment and discretion. If any of the Facilities will interfere with the construction or repair of any Right-of-Way or public utility or other improvement therein, the LICENSEE shall, at its sole cost and expense, commence and diligently prosecute to completion, the relocation, removal or replacement of such Facilities, within sixty (60) days after the delivery of such written notice by the Village. Such work shall be performed as reasonably directed by the Village. In the event the Facilities must be so relocated, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative Rights-of Way for the relocated Facilities. In the event relocation of the Facilities or any part thereof is necessary in order to accommodate improvements or construction performed by or on behalf of any non-governmental third party, such third party shall pay for the cost of relocation of the Facilities.

d. **Creation or Dedication of Public Street**: The LICENSEE shall discontinue any use of the Public Street, if the Village reasonably determines that such use is inconsistent with the Public health or safety or with the purposes for which such Public Street was created or dedicated or is currently being used. The LICENSEE acknowledges and accepts at its own risk that the Village may make use in the future of the Right-of-way in which the LICENSEE's System is located in a manner inconsistent with the LICENSEE's use of such Right-of-way for its placement of its Telecommunication System. In the event the Facilities must be relocated, the LICENSEE shall identify alternative Right-of-way for the relocated Facilities.

e. **Improvements or Changes on Right-of-Way**: If the Village shall desire to make any improvements or changes on, or to all, or any part of any utilities or Right-of-way, over, under or along which any part of the System has been installed, then the LICENSEE shall, at its sole expense after sixty (60) days written notice from the Village, proceed to alter, change, vacate

or remove as directed by the Village any part of the System necessary to accommodate the Village's planned improvements or changes. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE Facilities and provide the LICENSEE with additional time up to one hundred twenty (120) days total to remove said Facility, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas or Right-of-way.

f. **Vacation or Abandonment of a Public Street**: In the event any Right-of-way or portion thereof used by the LICENSEE shall be vacated by the Village, then, upon request and notice from the Village, the LICENSEE shall, at its sole cost and expense, remove its Facilities therefrom within one hundred twenty (120) days of the date of such notice. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE's Facilities, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas of Right-of-way.

g. **Temporary Removal or Relocation of the System**: In the event it is necessary to temporarily remove or relocate any Facilities in order to move any object, vehicle, building or other structure, or to accomplish any other Village activity or public purpose, the LICENSEE shall, upon sixty (60) days written notice from the Village and at its sole cost and expense, temporarily remove or relocate such Facilities.

7. RESTORATION

a. **The LICENSEE's Obligation**: Upon completion of any construction work, the LICENSEE shall, at its sole cost and expense, and in the manner approved by the Village or the affected property owner, in their sole judgment and discretion, as the case may be, promptly repair the Right-of-Way, private property, utility or improvement and restore the same to, as nearly as practicable, the condition existing prior to the performance of the work. Each site of completed construction shall be immediately placed in a safe temporary condition and restoration of the same shall be completed within seven (7) calendar days after the date of commencement of such restoration work, provided, however, the time for completing restoration work shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of restoration within the time period provided herein. In the event that the LICENSEE fails to commence or complete the restoration work in the manner and within the time periods prescribed herein, the Village may, but shall have no obligation to, perform such work and recover from the Security Fund established pursuant to this Agreement any costs and expenses the Village may incur. In the event that such Public Street, private property, utility, or improvement cannot be so repaired or restored, the LICENSEE shall pay just compensation to the Village or the affected owner of the same, as the case may be.

All trenching or excavations in lawns or grassy parkways within any Public Street or Right-of-Way or upon private property shall be immediately properly backfilled and tamped. All such restoration shall be performed in accordance with the Village's ordinances and the Illinois Department of Transportation's seed and sod specifications. If such trenching is performed

between May 1st and November 30th, they shall be restored with sod within seven (7) days of completion of such trenching, and if performed between November 30th and May 1st, the trenching shall be restored, stabilized with a straw blanket and sod installed no later than May 15th, all in accordance with the applicable provisions of this Agreement, provided, however, the time for restoring with sod shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of such restoration within the time periods provided herein.

Any asphalt pavement or PCC pavement shall be replaced with like-kind and quality materials. The backfill settlement repair period for any trenching or excavation shall be three (3) years from the date of placing said backfill, during which time the affected areas shall be maintained by the LICENSEE at its sole expense in a condition satisfactory to the Village. Under hard surface areas, trench backfill shall be compacted and certified by the Village to comply with the Village's construction standards. All restoration work shall be completed in accordance with the Village construction standards.

b. **Continuing Responsibility**: Where any such destruction, damage or disturbance is not immediately discovered, or where any such restoration effort fails or is otherwise inadequate or insufficient, the LICENSEE's obligation for restoration shall survive the termination of this Agreement for a period of five (5) years from the date of discovery.

c. **Failure, Neglect or Refusal to Repair**: In the event of any failure, neglect or refusal by the LICENSEE, after ten (10) days written notice from the Village, to repair or provide just compensation for such destruction, damage or disturbance within the time period as provided in this Agreement, the Village may, but shall be under no obligation to, perform such work, or cause it to be performed, and the actual cost thereof as found and declared by the Village, shall be paid by the LICENSEE within thirty (30) days after demand therefor. If the LICENSEE fails to reimburse the Village, the Village may collect the amount due from the Security Fund established pursuant to this Agreement or if the Security Fund is insufficient to satisfy the amount due, the Village may pursue its remedies by court action or otherwise.

d. **Use of Village Personnel to Correct**: In addition to any other repair or restoration costs, in the event the Village uses its own personnel to perform any restoration and/or repair work, the Village shall be reimbursed for the labor costs of each employee at the then prevailing hourly wage rate for laborers as determined by the Illinois Department of Labor and any other costs required to complete such repair or restoration.

8. RECORDS

a. **Books and Records**: The LICENSEE shall maintain, at all times during the Term of this Agreement: (1) complete, accurate and properly totaled books and records showing the business conducted by the LICENSEE in the Village, including but not limited to all telecommunications tax returns and forms, and (2) complete, accurate and up to date maps of the System. The Village may require the LICENSEE to keep additional records and maps which it determines are reasonably necessary.

b. **Inspections and Audits:** All of such books and records and originals of all maps and other documents pertaining to this Agreement shall be maintained in and made available for inspection by the Village, its agents or employees, at the LICENSEE's office, at reasonable times and intervals. The Village shall have the right to make or obtain copies, at its expense, of all documents, maps or records (except customer lists) pertaining to this Agreement and any copies specifically identified by the LICENSEE as Trade Secrets, as that term is defined in 765 ILCS 1065(d), shall be treated as confidential as provided in Subsection E. The LICENSEE shall fully cooperate in assisting in this regard.

c. **Inquiries:** The Village may, at any time, make inquiries pertaining to the License and the operation of the System. The LICENSEE shall respond to such inquiries within five (5) business days of the inquiry.

d. **Duty to Provide Information**:

i. Within ten (10) business days of a written request from the Village's Project Manager, or his or her designee, the LICENSEE shall furnish the Village with information sufficient to demonstrate:

1. That the LICENSEE has complied with all requirements of the Municipal Code.

2. That all Municipal taxes and fees due the Village in connection with the services and Facilities provided by the LICENSEE have been properly collected and paid by the LICENSEE.

3. All books, records, maps and other documents maintained by the LICENSEE with respect to its facilities within the Right-of-Way and ways shall be made available for inspection by the Village at reasonable times and intervals.

e. **Confidentiality**: If either Party provides confidential information to the other in writing and identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and propriety information, except that neither Party shall be required to hold confidential any information (1) which becomes publicly available other than through the recipient, (2) which is required to be disclosed by a governmental or judicial order (notice of which shall be provided to the original disclosing Party prior to such required disclosure), (3) which is required to be disclosed by statute, (4) which is independently developed by the receiving Party, or (5) which becomes available to the receiving Party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement for a period of three (3) years. In addition, upon termination of this Agreement, the receiving Party of any written confidential information shall promptly return to the disclosing Party all copies of such confidential information. The LICENSEE shall indemnify, hold harmless and defend the Village from any claims, fees, fines, attorney's fees and costs levied against or incurred by the Village pursuant to the Illinois Freedom of Information Act based upon determination that the LICENSEE claimed confidential document(s) were wrongfully withheld from disclosure.

9. PERFORMANCE AND CONSTRUCTION SURETY

a. On or before the Effective Date, and as necessary thereafter, the LICENSEE shall establish, provide and deposit with the Village a construction and performance bond written by a corporate surety acceptable to the Village in an amount as determined in accordance with the Right-of-Way Ordinance (also referred to herein as "Security Fund"). The LICENSEE and Village agree that the reasonably estimated cost to restore the Right-of-Way for LICENSEE's construction is Two Hundred and Fifty Thousand Dollars ($250,000.00).

b. At a minimum, the construction and performance bond shall (1) provide that it shall not be canceled without the prior written consent of the Village, and (2) not require the consent of the LICENSEE prior to the collection by the Village of any amounts covered by said construction and performance bond.

c. The construction and performance bond shall guarantee, to the satisfaction of the Village:

i. The faithful performance of all requirements of the Right-of-Way Ordinance and the requirements of this Agreement;

ii. Construction in compliance with applicable plans, permits, technical codes and standards;

iii. Proper location of the facilities as specified by the Village;

iv. Restoration of the Right-of-way and other property affected by the construction;

v. The submission of "as-built" drawings after completion of the work as required;

vi. Any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to the Municipal Code or this Agreement; and

vii. The timely payment of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by LICENSEE in violation of this Agreement including, without limitation, any damage to public property or restoration work the LICENSEE is required to perform or that the Village must perform itself or have completed as a consequence solely of the LICENSEE's failure to perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement or any other applicable law;

viii. any costs, expenses, fees or other payments due under this Agreement; and

ix. any expenses incurred by the Village pursuant to this Agreement.

d. The construction and performance bond shall remain in force until sixty (60) days after substantial completion of the work, as determined by the Project Manager, or his or her designee, including restoration of Right-of-way and other property affected by the construction, provided that on such date there are no claims of any type outstanding at such time asserted against the LICENSEE or the Village, arising out of any acts or omissions of the LICENSEE relating to the License.

e. The construction and performance bond shall be maintained at the LICENSEE's sole cost and expense.

f. **Purpose**: The Security Fund shall serve as security for (1) the faithful performance by the LICENSEE of all provisions of this Agreement, (2) any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with all codes, ordinance, rules, regulation, orders, permits, the Final Plans and Specifications and other directives of the Village issued pursuant to this Agreement, (3) the payment by the LICENSEE of all liens and taxes and all damages, claims, costs or expenses that the Village has paid or incurred by reason of any act or default of the LICENSEE including, without limitation, any restoration work that the Village must perform itself or have completed as a consequence of the LICENSEE's failure to so perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement, (4) any costs, expenses, fees or other payments due under this Agreement and (5) any expenses incurred by the Village pursuant to this Agreement.

g. **Replenishment**: Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the LICENSEE shall restore the construction and performance bond to the amount specified in this Agreement.

h. **Withdrawals**: If the LICENSEE (1) fails to make any payment required to be made by the LICENSEE hereunder after notice is given pursuant to this Agreement, or (2) repeatedly fails to make timely payment hereunder, or (3) fails to pay any taxes or liens relating to the System that are due and unpaid, or (4) fails to pay to the Village any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any act or default of the LICENSEE, or (4) fails to comply with any provision of this Agreement that the Village determines can be remedied by an expenditure of an amount in the Security Fund, then, after three (3) days advance written notice from the Village of its intention to exercise its rights under this subsection if not paid by the LICENSEE and the failure of the LICENSEE to pay the monies due, the Village may withdraw the amount thereof from the construction and performance bond.

i. **Closing and Return of Security Fund:** Upon any termination of this Agreement, the LICENSEE shall be entitled to the return of the construction and performance bond, or portion thereof as remains on deposit at such termination, and after account is taken for all offsets necessary to compensate the Village for the failure by the LICENSEE to comply with any provision of this Agreement. In the event of any revocation of the License, the construction and performance bond, and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the LICENSEE.

j. **Rights Not Limited:** The rights reserved to the Village with respect to the Security Fund/construction and performance bond are in addition to all other rights of the Village, whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to said construction and performance bond shall affect any other right the Village may have or constitute a waiver thereof.

10. LIABILITY, INDEMNIFICATION AND INSURANCE

a. Liability:

i. **The LICENSEE**: The LICENSEE shall be responsible for any damage or loss to any real or personal property of the Village or of any Person, and for any injury to or death of any individual person, or any officer, employee or agent of the Village, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, installation, use, operation, maintenance, repair and/or removal of the System or its failure to act in connection therewith.

ii. **The Village**: Except as may result from their negligence or misconduct, the Village, its officers, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any individual person, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, operation, maintenance, repair or removal, or other action or event with respect to, the System.

iii. **Emergency and Other Action**: The Village may at any time in case of fire, disaster or other emergency as reasonably determined by the Village, cut or move any Facilities, in which event the Village shall not be liable therefore to the LICENSEE. When practical, as determined by the Village, the LICENSEE shall be notified prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work itself. In the event it is not practical to notify the LICENSEE prior to any such cutting or movement, the Village shall notify the LICENSEE within a reasonable time after the Village has actual knowledge of such cutting or movement.

iv. Unless directly caused by the gross negligence, malicious or intentional acts, or willful misconduct of the Village, its agents, employees or contractors, the Village shall not be liable to the LICENSEE for any damage to or loss of all or any part of the System, or otherwise, as a result of or in connection with the protections, breaking through, movement, removal, alteration or relocation of any part of the by or on behalf of the LICENSEE or the Village in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any Right-of-Way, or the elimination, discontinuation and closing of any Right-of-Way, as provided herein. When practical, as determined by the Village, the LICENSEE shall be consulted prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work on the System itself.

v. The Village, its officers, employees and agents shall not be liable to the LICENSEE or any affiliate of the LICENSEE for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Village pursuant to this Agreement, including, without limitation, the right of the Village to terminate the License, and to take any action subsequent thereto.

b. <u>Indemnification</u>:

i. **Hold Harmless**: The LICENSEE releases and shall, and does hereby agree to save, defend, indemnify and hold the Village, its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, the LICENSEE's use of the License, Village property, Village Right-of-way, or related to any of the LICENSEE's activities related to this Agreement or License, including but not limited to challenges to the LICENSEE's License, and including but not limited to the LICENSEE's negligence, including its failure to act, or misconduct of its affiliates, officers, agents, employees, contractors, or subcontractors in the construction, operation, maintenance, repair, or removal of the System or the distribution of any Service over the System whether such acts or omissions are authorized, allowed or prohibited by this Agreement.

The LICENSEE shall, and does hereby agree to, pay any and all damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the LICENSEE or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its Facilities, and in providing or offering Service over the Facilities, Systems or System, whether such acts or omissions are authorized, allowed or prohibited by the Municipal Code or by this Agreement or any other agreement.

ii. **Defense Expense**: The LICENSEE shall and does hereby agree to, pay all reasonable and documented expenses incurred by the Village in defending itself with regard to any and all Claims mentioned in this Agreement. These expenses shall include all reasonable and documented out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the Village with respect to the Village's defense of such Claims. The LICENSEE shall have the right to approve counsel selected by the Village for defense of any Claims. In addition, the Village shall provide prompt notice to the LICENSEE of any Claims made against the Village and the LICENSEE shall have the right to approve the compromise or settlement of any Claims made against the Village for which the LICENSEE is responsible for the defense or payment thereof.

iii. **Release and Waiver of Claims**: The LICENSEE shall have no recourse against the Village for any loss, expense or damage resulting from the terms and conditions of this Agreement nor because of the Village's enforcement thereof. The LICENSEE shall be deemed to expressly agree that it accepts the License relying solely upon its own investigation and understanding of the power and authority of the Village to grant said License and that, in partial consideration of the grant of said License, the LICENSEE waives and releases the Village from all Claims of damages of any kind whatsoever,

either known or unknown, which it may have in connection with any matter specified in this Agreement.

iv. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the Village and its agents, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.

v. The obligations provided for in this Section shall survive the expiration or termination of this Agreement.

vi. The LICENSEE shall give the Village prompt written notice of any claim or cause of action falling within the terms of this Section that is filed against the LICENSEE and shall fully cooperate with the Village in the investigation and defense of the claim or cause of action.

c. **LICENSEE Insurance:** The LICENSEE, as a condition of this License, shall secure and maintain the following liability insurance policies insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds as their interest may appear under this Agreement:

i. **General Liability**: The LICENSEE shall maintain, throughout the Term of this Agreement, adequate proof of commercial comprehensive general liability insurance insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE. General liability coverage can be provided in the form of an endorsement to the LICENSEE's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used) with coverage limits at least:

1. Five million dollars ($5,000,000.00) per occurrence for products and completed operations, property damage, bodily injury and personal & advertising injury (including death); and

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Coverage shall include premise operations, explosion collapse and underground hazards, contractual liability and products/completed operations.

3. For any claims related to this contract, the LICENSEE's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the LICENSEE's insurance and shall not contribute to it.

ii. **Automobile:** The LICENSEE shall maintain in its own name automobile liability insurance with coverage limits of not less than one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage with respect to owned, non-owned and hired vehicles for the operations of which the LICENSEE is responsible. Such policy of automobile liability insurance shall name the Village as an additional insured.

iii. **Workers' Compensation and Employer's Liability:** The LICENSEE shall also maintain Workers' Compensation Insurance within the statutory limits and Employer's Liability Insurance with coverage limits of not less than one million dollars ($1,000,000).

iv. **Waiver of Subrogation:** LICENSEE hereby grants to Village a waiver of any right to subrogation which any insurer of said LICENESEE may acquire against the Village by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

v. **Evidence of Insurance Policies:** On or prior to the Effective Date, the LICENSEE shall furnish proof to the Village's Project Manager and Finance Director that the foregoing insurance policies have been obtained, along with written evidence of payment of required premiums, in the form of a certificate of insurance approved by the Village.

vi. **Maintenance of Insurance Policies:** The liability insurance policies required by this section shall be maintained by the LICENSEE throughout the Term of this Agreement and such other period of time during which the LICENSEE operates or is engaged in the removal of the System as subject to Village inspection and approval. Each such insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail, or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew." Within thirty (30) days after receipt by the Village of said notice, and in no event later than thirty (30) days prior to said cancellation, the LICENSEE shall obtain and furnish to the Village replacement insurance policies meeting the requirements of this Section in a form acceptable to the Village's Attorney. The termination or expiration of insurance without replacement insurance as provided herein, shall automatically terminate the License.

vii. **Alterations of Minimum Limitations:** The Village may, following the Effective Date, increase the minimum limitation(s) of the insurance policy or policies required in this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Chicago Metropolitan Statistical Area as of the Effective Date.

xiii. **No Limit of Liability:** The legal liability of the LICENSEE to the Village and any Person for any of the matters that are the subject of the insurance policies required by this

Section, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.

11. ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS

a. **Municipal Approval Required**: Neither the License nor any rights or obligations of the LICENSEE pursuant to this Agreement nor any of the LICENSEE's interest in the System shall be assigned or transferred, in whole or in part, to any Person, nor shall title thereto, either legal or equitable, or any right or interest therein, or any property or assets relating to the license or the System, pass to or vest in any Person, nor shall any substantial change in control of the LICENSEE occur, either by act of the LICENSEE, by operation of law or otherwise, without the prior written consent of the Village, which consent shall not be unreasonably withheld or conditioned, nor unduly delayed, and then only on such reasonable conditions as may there be prescribed. Nothing herein shall prevent the LICENSEE from assigning its rights and obligations to a parent, affiliate or subsidiary of the LICENSEE upon notice to the Village, provided such parent, affiliate or subsidiary shall execute such documents and provide such necessary financial assurances as will reasonably assure performance of all of the LICENSEE's duties and responsibilities under this Agreement. Any such action completed without such prior consent of the Village shall be a violation of this Agreement and shall, at the option of the Village, which option may be exercised in the Village's sole judgment and discretion and without further notice or procedure, render the License void and entitle the Village to pursue all remedies available to it. The grant or waiver of any one or more of said consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any said consent constitute a waiver of any other rights of the Village.

b. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the LICENSEE, of the ownership or working control of the License, of the ownership or working control of affiliated entities having ownership or working control of the LICENSEE or of a licensed system, or of control of the capacity or bandwidth of the LICENSEE's Telecommunication System, Systems, Facilities or substantial parts thereof, shall be considered an assignment or transfer requiring Village approval pursuant to this Section.

c. Transactions between affiliated entities are not exempt from Village approval pursuant to this Section.

d. **Notice to the Village**: The LICENSEE shall promptly notify the Village of any proposed action requiring the consent of the Village pursuant to this Section, by submitting to the Village at least sixty (60) days prior to the proposed action a petition requesting the approval of the Village. The petition shall fully describe the proposed action and shall be accompanied by justification for the action and such additional supporting information as the Village may require in order to review and evaluate said action.

12. FORECLOSURE, CONDEMNATION AND RECEIVERSHIP

a. **Foreclosure:** Upon the actual scheduled occurrence of any foreclosure or other judicial sale of all or any material part of the System or the involuntary termination of any lease or mortgage

covering all or any material part of the System, the LICENSEE shall immediately notify the Village of said occurrence. Said notification shall be treated as a notification of a proposed change in control of the LICENSEE, and the provisions of the "ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS" Section of this Agreement shall apply to any proposed transfer or assignment of this Agreement or the LICENSEE's rights hereunder, but shall not apply to the foreclosure or judicial sale of all or any part of the System itself.

b. **Condemnation:** In the event that the System or any material part thereof is taken, appropriated, or condemned pursuant to law and the effect of such taking is to materially frustrate or impede the ability of the LICENSEE to carry out its obligations pursuant to, and the purposes of, this Agreement, then the Village may revoke the License in accordance with the applicable provisions of this Agreement.

c. **Receivership; Notification by the LICENSEE**: The LICENSEE shall immediately notify the Village, in writing, if:

i. The LICENSEE files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors, or

ii. The LICENSEE files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended from time to time, or

iii. The LICENSEE is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of any receiver or trustee of all or any material part of its property, including all or any material part of the System, or

iv. The LICENSEE institutes dissolution or liquidation proceedings with respect to its business, or

v. an order is entered approving an involuntary petition to reorganize the business of the LICENSEE or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the license of all or a part of its property, including all or any material part of the System, or

vi. a writ or warrant of attachment, execution, distraint, levy, possession or any similar process shall be issued by any court against all or any material part of the property of the LICENSEE, including all or any material part of the System.

13. **SAFETY**

a. **Standard of Care:** The LICENSEE shall at all times utilize the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public or to employees of the LICENSEE.

b. Equipment, Installation and Maintenance:

i. All installations of the System shall be made so as not to impact the fire integrity of any building or structure.

ii. During the term of this Agreement, LICENSEE shall at all times, and at LICENSEE's sole cost and expense, maintain the Facilities in the Right-of-Way in in a safe and stable condition, in good order and repair, in compliance with all requirements of law, and in such manner that they will not interfere with any installations of the Village, wherever situated or located.

14. NO EXTRANEOUS INDUCEMENTS The LICENSEE acknowledges that it has not been induced to accept the License created herein by any promise, oral or written, by or on behalf of the Village or by any third Person regarding any term or condition in this Agreement not expressed herein. The LICENSEE shall further be deemed to warrant that no promise or inducement, oral or written, has been made to any Village employee or official regarding receipt of the License, other than as contained in this Agreement.

15. COMPLIANCE WITH LAW The LICENSEE shall, at all times, comply with the applicable laws, codes, rules and regulations of the Village and all Governmental Authorities, regardless of whether such laws, codes, rules or regulations are expressly referenced in this Agreement. The LICENSEE shall, at all times, comply with all applicable laws, ordinances, resolutions, codes, rules and regulations of the Village, and all applicable memoranda and other directives of the Village, as such laws, ordinances, resolutions, codes, rules, regulations, memoranda and directives may be modified or amended, provided that such modification or amendment does not impair, conflict with or diminish the rights granted the LICENSEE under this Agreement. The LICENSEE reserves all rights under current and future preemptive state and federal laws.

16. SUSPENSION OR REVOCATION OF PERMIT The Village may revoke or suspend any Village permit issued to the Licensee, or issue stop work orders, as provided in this Agreement and the Municipal Code.

17. TERMINATION

a. Basis for Termination: The Village may terminate this License Agreement and the License granted herein for any of the following reasons:

i. The LICENSEE fails to comply with the conditions of occupancy of the Right-of-Way set forth herein or in the Municipal Code or ordinances of the Village, or

ii. The LICENSEE violates other material terms of this Agreement, or

iii. The LICENSEE made fraudulent, false, misleading or misrepresenting, or materially incomplete statements in a permit application plans or specification, or

iv. The presence of the Facilities on, over, above, along, upon, under, across or within the Right-of-way presents a direct or imminent threat to the public health, safety or welfare, or

v. The LICENSEE fails to provide or pay any material portion of the taxes, compensation or fees owed the Village pursuant to this Agreement when due, or

vi. The LICENSEE fails to construct the Facilities substantially in accordance with the permits and/or Final Plans and Specifications, or

vii. The LICENSEE fails to furnish records when due or fails to cooperate with the reasonable requests by Village officials for information or for inspection, or

viii. THE LICENSEE becomes insolvent, or unable or unwilling to pay its unprotested debts, or is adjudged bankrupt or seeks relief under bankruptcy laws.

b. **Notice and Opportunity to be Heard**: Written notice shall be provided to the LICENSEE setting forth the nature, general facts, and cause for termination. Within thirty (30) days following the Village's mailing of such written notification the LICENSEE shall provide satisfactory documented evidence that (1) corrective action has been taken or, (2) that no cause exists for the termination, or (3) that the alleged violations were beyond the LICENSEE's control pursuant to the "FORCE MAJEURE" Section of this Agreement. The thirty (30) day correction period may be extended by agreement of the Parties. Upon review of all evidence and documentation presented, the Village Manager shall provide notice to the Licensee of the result of his review and any determination of cause for termination.

18. **RIGHTS AND REMEDIES** In the event of a breach or an alleged breach of this Agreement by either Party, either Party may, by suit, action, mandamus or other proceeding, in law or in equity, enforce or compel the performance of this Agreement.

19. **REMOVAL OF UNAUTHORIZED FACILITIES** Within sixty (60) days following written notice from the Village, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the Village, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:

a. Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;

b. If the facility was constructed or installed without the prior grant of a license or permit;

c. If the facility was constructed, installed or maintained in violation of this License Agreement or the Village ROW Standards; or

d. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of five thousand dollars ($5,000.00) per

month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

20. AMENDMENTS

a. This Agreement may be modified or amended from time to time, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and executed by the Parties by the same procedure as required by Illinois Statutes for its original execution and approval.

b. To the extent the Village issues permits in phases which authorize the installation of Facilities in additional Rights-of-Way within the Village, the Parties agree that this Agreement shall be extended to include those Rights-of-Way without further action by the Parties under the same terms and conditions described herein.

c. Notwithstanding subsection "a" and subsection "b" above, the LICENSEE may be permitted by the Village to use a Right-of-Way other than or in addition to the Right-of-Way identified in a Permit upon approval by the Village's Project Manager, or his or her designee, of an amended application pursuant to the Municipal Code.

d. Notwithstanding subsection "a" and subsection "b" above, if the LICENSEE is ordered by the Village to locate or relocate its facilities from a Right-of-Way, the Village shall grant an amendment to the License without a further permit application.

e. The Village's Project Manager, or his or her designee, may approve in writing appropriate field changes requested by the LICENSEE in the plans and specifications approved by the Village, without requiring an amendment to this Agreement. Decisions on requests by the LICENSEE for field changes shall be made not more than ten (10) business days after the LICENSEE provides all information and/or documentation requested by the Village's Project Manager, or his or her designee.

21. TIME ESSENCE OF AGREEMENT Whenever this Agreement sets forth anytime for any act to be performed by either Party, said time shall be deemed to be of the essence.

22. TIME FOR NOTICE In the event of an emergency involving life or property, as determined by the Village in its reasonable judgment and discretion, the Village may reduce or eliminate the notice requirements set forth in this Agreement, and any such reduction or elimination shall be deemed to be reasonable under the circumstances, provided, however, that the Village shall notify the LICENSEE as soon thereafter as possible in accordance with this Agreement.

23. FORCE MAJEURE: Whenever a period of time is provided for in this Agreement for either the Village or the LICENSEE to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, insurrection, rebellion, terrorism, strike, lockout, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, epidemic, pandemic, tornado or any act of

God, provided, however, that said time period shall be extended for only the actual amount of time said Party is so delayed. An act or omission shall not be deemed to be "beyond a Party's control" if committed, omitted or caused by a Party, its employees, officers or agents.

24. LICENSEE TERMINATION AND REMOVAL

a. The LICENSEE shall have the right to terminate this Agreement at any time during the term of this Agreement upon one hundred eighty (180) days prior written notice to the Village without any additional cost or obligation to the LICENSEE.

b. Upon the expiration or termination of this Agreement, the Village shall have the option to require the LICENSEE to remove its Facilities located in the Right-of-Way and restore such Right-of-Way herein authorized to be used and occupied to a condition reasonably satisfactory to the Village, or to allow the Facilities to remain in the Right-of-Way. In the event the Village elects to allow the Facilities to remain located in the Right-of-Way, the Village, after thirty (30) days prior written notice to the LICENSEE, shall be allowed to take control over said Facilities as property of the Village, without compensation to the LICENSEE.

25. SEVERABILITY SAVINGS CLAUSE If any part of this Agreement including any section, subsection, sentence, clause, phrase, or other portion of this Agreement or its application to any person is, for any reason, rendered or declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, said decision shall not affect the validity of the remaining parts or portions of this Agreement which shall remain in full force and effect.

26. NON-DISCRIMINATION The LICENSEE shall make its services available to any customer within its area who shall request such service, without discrimination as to the terms, conditions, rates or charges for the LICENSEE's services; provided, however, that nothing shall prohibit the LICENSEE from making any reasonable classifications among differently situated customers consistent with public utility, Federal Communications Commission (FCC), Illinois Commerce Commission (ICC) or other applicable regulatory standards.

27. VIDEO PROGRAMMING LICENSEE shall notify the Village if it intends on providing cable television content over the Facilities to subscribers within the Village. If required by law, LICENSEE will enter into a cable franchise or an open video system franchise agreement with the Village in the event LICENSEE does provide cable television content over its Facilities.

28. GENERAL

a. Non-Waiver Of Rights: No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. **Governing Law, Venue and Waiver of Trial by Jury**:

i. **Governing Law:** This Agreement and the rights of the Parties hereunder shall be subject to, construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois.

ii. **Venue:** Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County, Illinois or, when applicable, in the Federal District court for the Northern District of Illinois.

iii. **Waiver of Trial by Jury:** The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.

c. **Notices:** All notices and other communication or writings which any Party is required, permitted or may wish to serve in connection with or under this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when sent by certified mail, return receipt requested, overnight courier, or personal service to the Persons and addresses indicated below or to such addresses and Persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection. Mailing or courier of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given on the date of mailing.

TO THE VILLAGE:

Village Manager:
Village Manager
Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

WITH COPY TO:

Village Attorney:
Schaumburg Village Attorney
Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, IL 60559

TO THE LICENSEE:
Lumos Fiber of Illinois, LLC
4100 Mendenhall Oaks Parkway, Suite 300
High Point, NC 27265
Attn: Josh Many
Chief Network Officer
Josh.Many@lumosfiber.com

WITH COPY TO:

Lumos Fiber of Illinois, LLC
4100 Mendenhall Oaks Parkway, Suite 300

High Point, NC 27265
Attn: General Counsel
legal@lumosfiber.com

d. **Binding Effect**: Each of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, assigns and grantees. Nothing herein shall be deemed to permit a transfer of the License by the LICENSEE.

e. **Authority to Execute**: The LICENSEE hereby warrants and represents to the Village that (i) it has the right, power and authority to enter into this agreement and to accept to the License granted to it in this Agreement, (ii) the individuals executing this Agreement on behalf of the LICENSEE have the power and authority to bind the LICENSEE to this Agreement, and (iii) neither the execution of this Agreement nor the performance of the obligations contemplated hereby will (1) result in a breach or default under any agreement to which it is a party or (2) violate any restriction, court order or agreement to which it is subject.

f. **Joint Work Product:** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

g. **No Joint Venture or Partnership:** This Agreement shall not be construed to create a joint venture, partnership, employment or other agency relationship between the Parties.

h. **No Personal Liability:** No official, officer, agent or employee of the Village shall be charged personally or held contractually liable under any term or provision of this Agreement.

i. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.

j. **Section Headings:** The Section headings and references are for the convenience of the Parties and shall not be used to interpret or construe the terms and provisions of this Agreement.

29. **ENTIRE AGREEMENT** This Agreement sets forth all the covenants, conditions and promises and contains the entire agreement between the Parties. All negotiations between the Parties are merged in this Agreement, and there are no covenants, promises, agreements, conditions or understandings between the Parties, either verbal or written, other than those contained in this Agreement. In no event, shall prior drafts of this Agreement be used, considered or relied upon in interpreting or construing any provision of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above and by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

VILLAGE

By:_____
Village Manager

ATTEST

By:_____
Village Clerk

LUMOS FIBER OF ILLINOIS, LLC

By:_____

Name: David Smith

Title: Chief Operating Officer

ATTEST

By:_____
Andrew Stevenson, Dir., Market Development

State of North Carolina)
) SS
County of Guilford)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David Smith, personally known to me to be the Chief Operating Officer of Lumos Fiber of Illinois, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Managers of Lumos Fiber of Illinois, LLC, as his free and voluntary act, and as the free and voluntary act and deed of said Lumos Fiber of Illinois, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5th day of August, 2026.

_____

ANDREW P. STEVENSON
Notary Public, North Carolina
Guilford County
My Commission Expires
November 06, 2026

RESOLUTION NO. R-26-_____

A RESOLUTION APPROVING A MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT BETWEEN THE VILLAGE OF SCHAUMBURG AND LUMOS FIBER OF ILLINOIS, LLC FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A FIBER OPTIC NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY

WHEREAS, the Village of Schaumburg ("Village") is an Illinois home rule municipality organized and existing under Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village possesses authority to regulate the use of its public rights-of-way and to establish reasonable terms and conditions governing the installation, operation, maintenance, relocation, and removal of telecommunications facilities within those rights-of-way; and

WHEREAS, Lumos Fiber of Illinois, LLC, d/b/a Lumos Fiber ("Licensee"), has requested permission to construct, operate, maintain, repair, and remove an underground fiber optic network within portions of the Village's public rights-of-way to provide broadband internet services to residential and commercial customers; and

WHEREAS, the Village has negotiated a Master Right-of-Way Use License Agreement establishing the terms and conditions under which the Licensee may utilize the Village's public rights-of-way, including requirements related to permitting, construction standards, restoration, performance security, insurance, indemnification, inspection, relocation of facilities, reimbursement of applicable Village costs, and compliance with all applicable federal, state, and local laws and regulations; and

WHEREAS, the proposed Agreement grants only a non-exclusive, revocable license to use the public rights-of-way and does not convey any ownership interest, easement, or franchise rights in Village property; and

WHEREAS, the Village Board finds that approval of the Master Right-of-Way Use License Agreement is in the best interests of the Village and its residents by facilitating the expansion of broadband infrastructure while preserving the Village's ability to protect and manage its public rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: The recitals set forth above are incorporated herein and made a part of this Resolution.

SECTION TWO: The Village Board hereby approves the Master Right-of-Way Use License Agreement between the Village of Schaumburg and Lumos Fiber of Illinois, LLC, substantially in the form attached hereto as **Exhibit A**.

SECTION THREE: That the Village Manager and Village Clerk are hereby authorized and directed to execute and attest the Agreement on behalf of the Village, together with such non-substantive modifications as may be approved by the Village Attorney and Village Manager, provided that such modifications do not materially alter the rights or obligations of the Village.

SECTION FOUR: The Village Manager, Director of Public Works and all other appropriate Village officials are authorized to take such actions as are necessary and appropriate to implement and administer the Agreement, including the issuance of permits, review of construction plans, inspection of work, collection of fees, and enforcement of the terms and conditions of the Agreement.

SECTION FIVE: Nothing in this Resolution or the Agreement shall be construed as granting the Licensee an exclusive right to occupy or use the Village's public rights-of-way. The Village expressly reserves all rights and authority to regulate the use of its public rights-of-way consistent with applicable law.

SECTION SIX: This Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

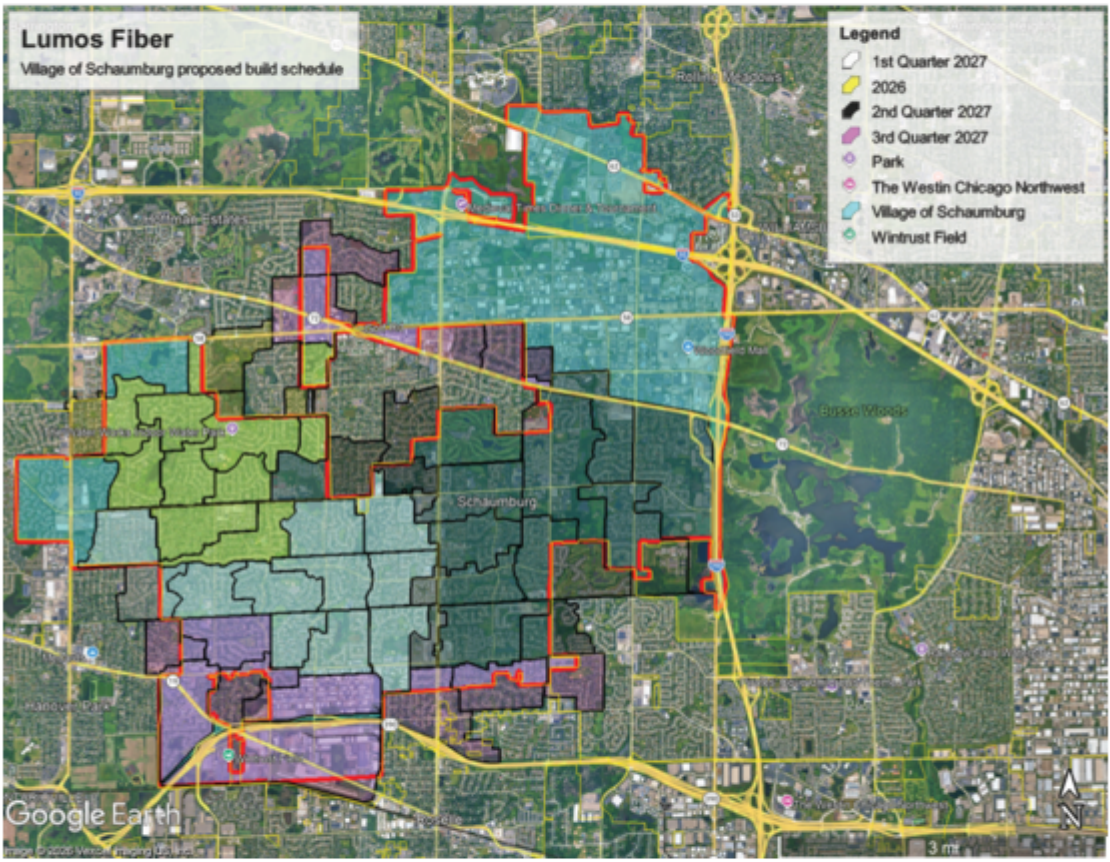
ABSENT:

PASSED AND APPROVED this _____ day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk


Lumos Fiber
Village of Schaumburg proposed build schedule
Legend
1st Quarter 2027
2026
2nd Quarter 2027
3rd Quarter 2027
Park
The Westin Chicago Northwest
Village of Schaumburg
Wintrust Field
Schaumburg
Google Earth
3 mi



Pre-Construction Letter



Yard Dart



Door Hanger

Ripple Fiber Resident Outreach Plan (Following Permit Approval)

- *30-90 Days Prior to Construction* – Pre Construction Letter mailed to residents in permitted area.
- *15-30 Days Prior to Construction* – Yard Darts placed in each yard of permitted area.
- *5 Days Prior to Construction* – Final Door Hangar notifying of construction provided to each resident in permitted area.

Residents will be provided contact information for questions on distributed materials.

lumos®

lumos® is now part of Fiber

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Ordinance No. 26-_____An Ordinance Granting a Site Plan Approval and Woodfield Regional Center Design Review for Crow Holdings Industrial (1700 Penny Lane - SP2606-01).
09/08/26
Village Board

Presenter:

Lead Department: Community Development

Executive Summary:

Recommended Action:

ATTACHMENTS:

- SP2606-01 Crow Holdings ORD_Final.docx

PUBLICATION OF:

ORDINANCE NO. 26-

AN ORDINANCE GRANTING A SITE PLAN APPROVAL AND WOODFIELD REGIONAL CENTER DESIGN REVIEW FOR CROW HOLDINGS INDUSTRIAL (1700 PENNY LANE)

CASE NO. SP2606-01

ADOPTED: SEPTEMBER 8, 2026

PUBLISHED IN PAMPHLET FORM PURSUANT TO AUTHORIZATION AND DIRECTION OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG ON

SEPTEMBER 9, 2026

ORDINANCE NO. 26-

AN ORDINANCE GRANTING A SITE PLAN APPROVAL AND WOODFIELD REGIONAL CENTER DESIGN REVIEW FOR CROW HOLDINGS INDUSTRIAL (1700 PENNY LANE)

CASE NO. SP2606-01

WHEREAS, the President and Board of Trustees of the Village of Schaumburg have determined that the application is in full compliance with the regulations and requirements of the Zoning Ordinance, and that granting of said Site Plan Approval and Woodfield Regional Center Design Review for Crow Holdings Industrial located at 1700 Penny Lane, Case No. SP2606-01 is in the best interest of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That said Site Plan Approval and Woodfield Regional Center Design Review for Crow Holdings Industrial located at 1700 Penny Lane, Case No. SP2606-01 is in the best interest of the Village, be and is hereby granted on the property legally described as:

> LOTS 18, 19 AND 20 IN SCHAUMBURG CENTER FOR COMMERCE UNIT 4, BEING A RESUBDIVISION OF PART OF OUT-LOT C IN SCHAUMBURG INDUSTRIAL PARK BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4 OF SECTION 11, PART OF THE SOUTHWEST 1/4 OF SECTION 12, PART OF THE NORTHWEST 1/4 OF SECTION 13 AND PART OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SECTION TWO: That said Site Plan Approval and Woodfield Regional Center Design Review for Crow Holdings Industrial located at 1700 Penny Lane, Case No. SP2606-01 be and it is hereby granted subject to compliance with the following conditions:

1. A land development permit is required prior to commencing any site work, and prior to receiving any building permits for the site. Separate permits are required for the site work and for the building. Separate plan sets are required.
2. A building permit, in accordance with the current regulations and requirements of the Village of Schaumburg, must be issued within one (1) year from the date of the Site Plan Approval by the Village Board which authorized the development proposal. The Site Plan Approval, without need for further action by any Village board, commission, or official, shall become null and void if no building permit is issued within the one (1) year requirement. The Village Board may, by motion and majority vote, extend the Site Plan Approval granted herein for periods of up to one (1) year upon the written request of the owner of the subject property or his authorized agent.
3. Any change to the approved plans listed below must be brought to the attention of the Director of Community Development before any construction can begin. Ad-hoc field changes are considered a violation of approved plans and could result in the revocation of development permits.
4. A complete set of as-built record drawings must be submitted to the Village of Schaumburg Community Development Department for review and approval when the project is completed. These

final drawings must be received and approved prior to full release of the project security.

5. The submitted Building Floor Plans have been accepted as preliminary. The plans will receive a much more detailed review during the commercial building permit review.
6. Prior to the issuance of a building permit, the petitioner shall submit the Police and Fire Fund developer contribution of $8,144.50. This amount is based on $0.10 per gross square foot of the building footprint increase at the site.
7. All rooftop mechanical equipment located on the buildings shall be screened with continuous, permanent, sound attenuating and noncombustible screening of a color compatible with the principal structure.
8. Provide a materials board of all proposed building materials.
9. No signage is being approved with this request as it is for reference purposes only. Separate sign permits will be required.
10. All terms and conditions of Ordinance No. 26-063 (Plat of Consolidation), not specifically revised herein, are hereby reaffirmed by reference.
11. Prior to the issuance of Land Development Permit, the petitioner shall revise the site plan to provide a trash enclosure location.
12. Prior to the issuance of Building Permit, the petitioner shall revise plans to illustrate the following:
    a. Install the FDC at the west main entrance. If the FDC is located behind landscaping, a concrete path and pad shall be provided.
    b. Clarify the location of the water service. It appears the sprinkler room is at the southeast end of the building.
    c. Provide fire hydrant at northeast corner of the building.
13. According to MUTCD Section 3C.06, provide continental (longitudinal bar) crosswalk across all drive aisles external to the site.
14. Provide required bike parking. For warehouse, manufacturing, and industrial uses, bike parking is required based on the projected number of employees.
15. Provide truck turning template for left in turning movements at the access drive with Plum Grove Rd.
16. Prior to the issuance of a permit, a signed Traffic Agreement is required. Traffic agreements between the Village and the property owner allow the village to enforce parking and traffic regulations on the property, including but not limited to, speed of vehicles, reckless driving, stop signs, fire lanes, loading zones, handicap parking, and the prohibition, restriction, or limitation of the stopping, standing, or parking of vehicles in and upon said property.
17. Prior to the issuance of Land Development Permit, the petitioner shall submit a revised copy of the

Landscape and Tree Preservation Plans to the Community Development Department for review and approval illustrating the following:

a. Clarify or omit reference to No Mow plantings areas from Sheets L1.0 & L2.1 to avoid confusion.

b. Provide additional plantings at a higher elevation which are closer to the sidewalk/foundation areas along the northeast side of the building to comply with the intent of the foundation landscape requirement.

c. Screen all parking lot areas with woody shrubs and perennial plant material, particularly at the northwest corner of the lot.

d. Shift plantings away from the back of all curbs by two feet to allow for snow removal and reduce salt & car damage.

e. Shift Norway Spruce plantings away from the trash enclosure to allow for mature growth habit.

f. Specify type of erosion control mat to be used in all detention basin areas with native plantings and plugs. Provide installation detail and notes.

g. On sheet C9.4 of the civil engineering plans, there are three cross sections for each of the three basins located on the site. These sections indicate that the basins function as bioretention facilities and are labeled ‘12” Depth Maximum Drains in 24-48 hours. This indicates that there will not be standing water. If this is the case, then the emergent plants specified on sheet L2.0 will not survive. Revise to provide plants that thrive in a bioretention environment.

h. Provide a landscape detail of how the stormwater pipes will be accommodated within the bioretention planting.

18. Prior to the issuance of Land Development Permit, the petitioner shall submit revised Engineering and Photometric Plans to the Community Development Department for review and approval illustrating the following:

    a. A detailed site lighting electrical plan showing conduit routing/size/type and wire size/type/quantity, Lighting details including pole foundation, pole handhole wiring/grounding/bonding detail, splicing/fusing detail, conduits burial detail, etc.

19. Prior to the issuance of Land Development Permit, the petitioner shall submit a revised copy of the Engineering Plans to the Community Development Department for review and approval illustrating the following:

    a. Eliminate public water main bends and connect in direct line across the north of the property. Water main should not be traversed under detention swales.

    b. Public water main shall be connected on the east side of Penny Lane. No open cut of roadway is allowed.

    c. Move manhole structures in north parking to avoid watermain offset.

d. Adjust water main easement to align with revised public water main route.

e. On Demolition Plan, disconnect existing water service, near the southwest corner of the site, at the main using a stainless-steel repair sleeve.

f. Work with the village Engineer regarding the location of the storm inlets at the entrances.

g. Maintain 10 feet separation between the building foundation and the water main.

h. Remove all proposed wheel stops.

i. On Sheet C3.0, Water lines 8 inches and above must be fully removed or fully filled to be abandoned.

j. On Sheet C6, Hydrant leads must also be 8 inches minimum if on a line that leads to the building.

k. On Sheet C9.3, All valve vaults must be 60" minimum.

l. On Sheet C6, verify the diameter of the water main at the southeast corner of the site.

20. Existing sanitary services must be televised to verify condition for re-use. Television logs shall be provided to the village of Schaumburg. If results of televising show sanitary sewer condition acceptable, applicant shall provide letter from the engineer of record for the project. Letter should state that the engineer has reviewed the videos, and the existing sanitary sewer line is in satisfactory condition for re-use.

21. The following plans/exhibits shall be adopted as part of the governing ordinance:

    a. Business Narrative, Prepared by Crow Holdings Industrial and received by the Community Development Department on June 8, 2026

    b. Preliminary Elevations and Floor Plan, Sheet A-1 and A2, prepared by Acro Murray, dated July 27, 2026, and received by the Community Development Department on July 31, 2026

    c. Tree Preservation Plan, Sheet TP-1.0, prepared by Kathlyn Talty Landscape Architecture, dated July 30, 2026, and received by the Community Development Department on July 31, 2026

    d. Tree Inventory, Sheet TP-2.0, prepared by Kathlyn Talty Landscape Architecture, dated July 30, 2026, and received by the Community Development Department on July 31, 2026

    e. Overall Landscape Plan, Sheets L-1.0, L1.1, and L2.0 prepared by Kathlyn Talty Landscape Architecture, dated July 30, 2026, and received by the Community Development Department on July 31, 2026

    f. Overall Site Plan, Sheet C2, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026

ORDINANCE NO. 26-

AN ORDINANCE GRANTING A SITE PLAN APPROVAL AND WOODFIELD REGIONAL CENTER DESIGN REVIEW FOR CROW HOLDINGS INDUSTRIAL (1700 PENNY LANE)

CASE NO. SP2606-01

g. Existing Conditions and Demolition Plan, Sheet C3.0, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026

h. Dimensional Control and Paving Plan, Sheet C4, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026

i. Grading Plan, Sheet C5.0 and C5.1, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026

j. Utility Plan, Sheet C6, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026

k. Erosion Control Plan, Sheet C7, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026

l. MWRD Drainage Exhibit, Sheet C11.0 and C11.1, prepared by Jacob & Hefner Associates dated June 8, 2026, last revised on July 31, 2026, and received by the Community Development Department on July 31, 2026

m. Photometric Plan, Sheet ES101, prepared by Connelly Electric, dated July 30, 2026, and received by the Community Development Department on July 31, 2026

SECTION THREE: The Director of Community Development of the Village of Schaumburg is hereby directed to issue the necessary permits upon proper application to effectuate the provisions of this ordinance.

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form and posting in the manner provided by law.

AYES:

NAYS:

ABSENT:

ADOPTED this 8th day of September, 2026.

Tom Dailly, Village President

ATTEST:

Jane Lentino, Village Clerk

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Resignations/Appointments of Committee Members
09/08/26
Village Board

Presenter:
Lead Department: President and Board

Executive Summary:

Recommended Action:

ATTACHMENTS:
- VBM September 8, 2026 Appointments Memo.pdf

VILLAGE OF SCHAUMBURG

PROGRESS THROUGH THOUGHTFUL PLANNING

OFFICE OF MAYOR TOM DAILLY

MEMORANDUM

Date: August 28, 2026
To: Board of Trustees
From: Village President
Subject: Committee/Commission Appointments/Resignations

I ask for your concurrence in the appointments/resignations on the following committee/commissions at the September 8, 2026, Board meeting.

Committee of Aging (all terms end 04/30/27):

Appointment(s): Maria Janke

Re-Appointment(s): Bernadette Sigl (Co-Chair)
Kim Kettel (Co-Chair)
Ryszard Puskarz
Diana Murray
Kathy Ray
Marilyn Pantle
Diane Shore
Alexander Bonarirgo
Kathleen Kosla-Martinez

Schaumburg Business Development Commission (all terms end 4/30/27):

Removal(s): Brandon Cork (Chair)

Appointment(s): Zach Neff, IKEA (Chair)
Casey Fitzpatrick, Dave and Buster's
Raj Sandhu, Mizkan
Sean Klein, Holiday Airways

Re-Appointment(s): Andrea Biwer, Schaumburg Business Association
Anil Barot, Algoworks
Brandon Cork, Roosevelt University

VILLAGE OF SCHAUMBURG

PROGRESS THROUGH THOUGHTFUL PLANNING

OFFICE OF MAYOR TOM DAILLY

Chris Smith, Wheels
Chris Speca, Woodfield Mall
Dan Benassi, Entre Commercial Realty
Dan Origer, DJ's Auto Service Center
Danielle Sandfox, Fox Sprinkler Supply Corp
Dieter Heigl, Renaissance Schaumburg
Frank Del Barto, Masuda, Funai, Eifert & Mitchell
George Perschon, Trend Building Services
Heather Larson, Meet Chicago Northwest
Jasmine Panayotov, Proceed Innovative
Jeff Miller, Divine Signs
Jim Burke, Links Technology
Jim Earley, Ala Carte Entertainment
Joel Regier, Regier Private Wealth Management
Karen Schumacher, Northwest Community Hospital
Kurt Hutchinson, Illinois Bone & Joint Institute
Mark Battista, Rohrman Auto Group
Ted McGinn, Lavelle Law
Teresa Faidley, Schaumburg Bank & Trust
Tim Gallagher, First Equities Group
Tom Gosche, GLM
Tony LaFrenere, Schaumburg Park District

Respectfully,

Tom Dailly
Mayor

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