

AGREEMENT

This Agreement is made as of _____, by the Village of Mundelein, an Illinois municipal corporation, (VILLAGE) and the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY.

WITNESSETH:

WHEREAS, the Village owns a water tower on Winchester Road, West of Midlothian Road on which the County wishes to install communications antennae and related equipment (equipment) as described on Exhibit A attached hereto; and

WHEREAS, the equipment will enable the COUNTY to wirelessly control traffic signal interconnections in Mundelein and other parts of central Lake County less expensively than through the traditional fiber optic connections; and

WHEREAS, the COUNTY intends to install the equipment on a test basis with the understanding that if the wireless communications method does not meet the COUNTY'S standards, that the equipment will be removed at no cost to the Village; and

WHEREAS, if the wireless communications method does meet the COUNTY'S standards, the equipment will be connected to the COUNTY'S fiber optic system which currently terminates at Winchester and Midlothian Road via a fiber optic line; and

WHEREAS, the legal description of the property on which the water tower is located is set forth on Exhibit B attached hereto and made a part hereof; and

WHEREAS, the Village is willing to allow the COUNTY to install such antennae and equipment on the water tower under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. The COUNTY shall apply to the Village for a special use permit to install the antenna pursuant to Section 20.24.030(19) and 20.44.030(8) of the Mundelein Municipal Code.
2. The COUNTY shall submit to the Village plans and specifications for the antenna and related equipment. Such plans shall include fully dimensional site plans that are drawn to scale and shall show (i) the proposed location of the antenna and cable on the water tower and equipment cabinet at the base of the water tower, (ii) the method of attaching the antenna and cable to the water tower structure and the method of installing the equipment cabinet at the base of the water tower, (iii) the proposed changes in the landscape, if any and (iv) any other details the Village may request.
3. Upon the issuance of a special use permit by the Village Board of Trustees and approval of the plans and specifications and the issuance of all other permits required for the

installation of the antenna and related equipment, the COUNTY shall, at its cost, cause the antenna and related equipment to be installed by a contractor subject to the written approval of such contractor by the Village. In the event that the special use permit and all other permits are not issued within ninety (90) days of the date hereof (or such extended date as the parties may agree in writing), this Agreement shall automatically terminate without any obligation on the part of either party.

4. The location of the antenna on the water tower, the method utilized in attaching the antenna and cable to the water tower structure and the location of the equipment cabinet and the method of its installation at the base of the water tower shall be subject to the written approval of the Village.

5. The COUNTY shall, at its expense, obtain all other governmental approvals as may be necessary for the installation of the antenna and related equipment including but not limited to the Federal Communication Commission, the Federal Aviation Administration and the State of Illinois.

6. The COUNTY'S contractor shall install the antenna and related equipment in a neat and workmanlike manner consistent with good engineering practices. All costs of the installation including, but not limited to, the cost of extending telephone and electrical service to the COUNTY'S equipment and, if necessary, providing separate metering therefore, will be paid by the COUNTY. Also, the COUNTY shall restore any pavement or landscaping disturbed by the installation or removal of the antenna and related equipment.

7. The COUNTY shall cause the contractor installing the antenna and related equipment to post a bond or letter of credit with the Village (in an amount and from a surety or bank acceptable to the Village) prior to commencing any work assuring the payment of all material and equipment suppliers and subcontractors and the COUNTY shall further cause said contractor to execute a waiver of its lien rights.

8. The Village shall provide the COUNTY with a list of all existing radio frequency users (and their frequencies) operating on the Village's property to allow the COUNTY to evaluate the potential for interference. The COUNTY warrants that the operation of its antenna and its use of the water tower will not interfere with existing radio frequency users on the Village's property.

9. The COUNTY shall, at its expense, at all times maintain the antenna and related equipment in good working order, condition and repair.

10. Village reserves the right to perform maintenance on the water tower, both structural and painting, whenever determined to be necessary by the Village, in its sole discretion. During the period in which maintenance is being done by the Village or its contractors, the COUNTY shall, at its expense, protect or remove the antenna and so much of the related equipment as may be necessary. If removed, the COUNTY shall at its expense reinstall it upon completion of the maintenance work on the water tower. Unless an emergency, the Village shall provide the COUNTY with at least thirty (30) days prior written notice of any planned maintenance on the water tower which would require the COUNTY to protect or remove the antenna and/or related equipment.

11. The COUNTY shall, at its expense, cause the antenna and related equipment to be painted (and repainted) from time to time the same or a substantially similar color as the water tower.
12. The COUNTY shall be responsible for payment of all electric and telephone utility charges, property taxes, insurance premiums, repair and maintenance expenses and all other fees, charges, costs and expenses relating to its installation and operation of the antenna and related equipment.
13. The COUNTY shall, at its expense, maintain self-insurance to keep the antenna and related equipment fully insured for fire, windstorm and other casualties and shall maintain workman's compensation insurance and any other insurance reasonably requested by the Village. The County's self-insurance shall have a minimum limit of \$1,000,000 and the workman's compensation insurance shall meet applicable statutory requirements. The County shall provide the Village written confirmation of its self-insurance program and shall name the Village as an additional insured. The County's self-insurance program shall not be canceled without at least thirty (30) days prior written notice to the Village.
14. The COUNTY shall, at its expense, indemnify and hold harmless the Village and all of its officers, boards, employees, agents and attorneys from any and all losses, damages, claims, causes of action, including attorneys fees and court costs, arising from the installation, operation and maintenance of the antenna and related equipment by the COUNTY or on the COUNTY'S behalf.
15. The COUNTY'S installation and operation of the antenna and related equipment shall not interfere in any way or manner with the existing antenna on the water tower used for police department network communications between Mundelein, Libertyville, Lincolnshire and Vernon Hills or any future antenna installed on the water tower by the Village or a third-party with the approval of the Village.
16. This Agreement shall continue until terminated by either party on ninety (90) days prior written notice to the other party, except that in the event of a default or violation of any of the terms and conditions of this Agreement by the COUNTY, the Village may terminate this Agreement on thirty (30) days written notice to the COUNTY unless the COUNTY cures such default or violation within such time period.
17. Upon termination of this Agreement, the COUNTY shall, at its expense, remove the antenna and related equipment within thirty (30) days thereafter. In the event the COUNTY fails to do so, the Village may thereupon remove or cause to be removed the antenna and related equipment and the COUNTY shall reimburse the Village for the cost thereof within thirty (30) days of being invoiced by the Village for such cost.
18. All notices shall be in writing and shall be deemed validly given upon the earlier of (a) actual receipt or (b) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party at the following address:

Village of Mundelein
Attn: Village Administrator
440 East Hawley Street
Mundelein, Illinois 60060

County of Lake
Attn: County Engineer
600 W. Winchester
Libertyville, IL 60048

19. This Agreement shall not be assigned or transferred by the COUNTY, nor shall any of the COUNTY'S rights or obligations be assigned or transferred by operation of law or otherwise except with the written consent of the Village.

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns to the extent that an assignment is permitted herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Village of Mundelein

By _____
as its Mayor

Attest: _____
Village Clerk

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation / County Engineer
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

ATTEST:

County Clerk
Lake County