

**INTERGOVERNMENTAL AGREEMENT FOR A LICENSE TO INSTALL
MICROWAVE ANTENNAS ON VILLAGE WATER TOWER**

This Agreement is made as of the effective date described below 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 and its Emergency Telephone System Board (collectively COUNTY/ETSB).

WITNESSETH:

WHEREAS, the VILLAGE and the County/ETSB are entering into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Emergency Telephone System Act, 50 ILCS 750/0.01 et seq. (the ACT), authorizes units of local government to own and operate emergency telephone systems; and

WHEREAS, the COUNTY/ETSB owns and operates the Lake County Emergency Telephone System under the ACT; and

WHEREAS, the Village owns a water tower (the TOWER) located on 169 Seymour Avenue, Mundelein, Illinois, and legally described on Exhibit A attached hereto and made a part hereof, which the COUNTY/ETSB has identified as a suitable location for two of its antennas and related equipment; and

WHEREAS, in order to improve emergency communications throughout its service area, the COUNTY/ETSB proposes to install the following equipment on the TOWER: 1) Two, 1" Cambium outdoor microwave radio units operating on the licensed public safety band on the TOWER; 2) A connection to an indoor module utilizing two Ethernet cables running into the VILLAGE equipment cabinet at the base of the TOWER; 3) A switch in the equipment cabinet to provide communication to the Mundelein Police Department dispatch positions; and

WHEREAS, the COUNTY/ETSB desires that the VILLAGE grant it a license to install the antennas and related equipment on the TOWER; and

WHEREAS, the Village is willing to grant a license to the COUNTY/ETSB to install its antennas and related equipment on the TOWER under the terms and conditions set forth herein.

WHEREAS, the VILLAGE has lease agreements with two private communications companies, AT&T Wireless and Denali Spectrum, (TENANTS) that have installed communications equipment on the TOWER; and

WHEREAS, the lease agreements with the TENANTS, require that the VILLAGE notify and receive written approval from them prior to granting any third party the right to install and operate communications equipment on the TOWER; and

WHEREAS, the VILLAGE has received the TENANTS' approvals for the installation of the antennas and related equipment proposed by the COUNTY/ETSB, and copies of said approvals are attached hereto and made a part hereof as Exhibit B; and

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

A. Grant of License: The VILLAGE hereby grants a license to COUNTY/ETSB to install the antennas and related equipment on the TOWER as provided herein.

B. Plans, Permits and Approvals:

1. The COUNTY/ETSB shall submit to the VILLAGE plans and specifications for the antennas 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 antennas and cable on the TOWER and equipment cabinet at the base of the TOWER, (ii) the method of attaching the antennas and cable to the TOWER structure and the method of connection to the equipment cabinet at the base of the TOWER, (iii) the proposed changes in the landscape, if any, and (iv) any other details the VILLAGE may request. An Illinois licensed structural engineer must approve and stamp the plans.

2. The COUNTY/ETSB shall, at its expense, obtain all governmental approvals necessary for the installation of the antennas and related equipment including but not limited to the Federal Communication Commission, the Federal Aviation Administration and the State of Illinois.

3. The location of the antennas on the TOWER, the method utilized in attaching the antennas and cable to the TOWER structure and the location of the equipment in the cabinet and the method of its installation at the base of the TOWER shall be subject to the written approval of the VILLAGE.

4. In the event that any permit or approval required for installation is not issued within ninety (90) days after 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.

C. Installation:

1. Upon the VILLAGE's approval of the plans and specifications and the issuance of all other permits and approvals required for the installation of the antennas and related equipment, the COUNTY/ETSB shall, at its cost, cause the antennas and related equipment to be installed by its contractor, Current Technologies Corporation, or

another contractor approved by the VILLAGE in writing.

2. The COUNTY/ETSB's contractor shall install the antennas 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/ETSB's equipment and, if necessary, providing separate metering therefor, will be paid by the COUNTY/ETSB. Also, the COUNTY/ETSB shall restore any pavement or landscaping disturbed by the installation or removal of the antennas and related equipment. If any utility work is necessary, the COUNTY/ESB shall bear all costs.

3. The COUNTY/ETSB shall cause the contractor installing the antennas 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/ETSB shall further cause said contractor to execute a waiver of its lien rights.

D. Interference:

1. The VILLAGE shall provide the COUNTY/ETSB with a list of all existing radio frequency users (and their frequencies) operating on the TOWER or other VILLAGE properties to allow the COUNTY/ETSB to evaluate the potential for interference. The COUNTY/ETSB warrants that the operation of its antennas and its use of the TOWER will not interfere with existing radio frequency users on the TOWER or other VILLAGE properties.

2. The COUNTY/ETSB's installation and operation of the antennas and related equipment shall not interfere in any way or manner with the existing antennas on the TOWER used for police department network communications between Mundelein, Libertyville, Lincolnshire and Vernon Hills or any future antennas installed on the TOWER by the VILLAGE or a third-party with the approval of the VILLAGE.

E. Maintenance:

1. The COUNTY/ETSB shall, at its expense, at all times maintain its antennas and related equipment in good working order, condition and repair.

2. The COUNTY/ETSB shall, at its expense, cause the antennas and related equipment to be painted (and repainted) from time to time with the same or a substantially similar color as the TOWER.

3. The COUNTY/ETSB shall be responsible for payment of all expenses related to the ongoing operation and maintenance of the antennas and related equipment.

4. The VILLAGE reserves the right to perform maintenance on the 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/ETSB shall, at its expense, protect or remove the antennas and so much of the related equipment as may be necessary. If removed, the COUNTY/ETSB shall, at its expense, reinstall its antennas and related equipment upon completion of the maintenance work on the TOWER. Unless an emergency, the VILLAGE shall provide the COUNTY/ETSB with at least thirty (30) days prior written notice of any planned maintenance on the TOWER which would require the COUNTY/ETSB to protect or remove its antennas and/or related equipment.

F. Insurance and Indemnification:

1. The COUNTY/ETSB shall, at its expense, maintain self-insurance to keep the antennas 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 on liability insurance and the workman's compensation insurance shall meet applicable statutory requirements. The COUNTY/ETSB shall provide the VILLAGE written confirmation of its self-insurance program and shall name the VILLAGE as an additional insured. The COUNTY/ETSB self-insurance program shall not be canceled without at least thirty (30) days prior written notice to the VILLAGE.

2. The COUNTY/ETSB 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 antennas and related equipment by the COUNTY/ETSB or on the COUNTY/ETSB's behalf. However, the COUNTY/ETSB shall not be held responsible for damages resulting from the VILLAGE's negligence or misconduct.

G. Effective Date; Termination; Other Provisions:

1. This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

2. 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/ETSB, the VILLAGE may terminate this Agreement on thirty (30) days written notice to the COUNTY/ETSB unless the COUNTY/ETSB cures such default or violation within such time period.

3. Upon termination of this Agreement, the COUNTY/ETSB shall, at its expense, remove the antennas and related equipment within thirty (30) days thereafter. In the event the COUNTY/ETSB fails to do so, the VILLAGE may thereupon remove or cause to be removed the antennas and related equipment and the COUNTY/ETSB shall reimburse the VILLAGE for the cost thereof within thirty (30) days of being invoiced by the VILLAGE for such cost.

4. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

5. No amendment of this Agreement will be effective unless it is in writing and signed by the parties. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all other oral or written agreements.

6. 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
300 Plaza Circle
Mundelein, Illinois 60060

with a copy to:
Charles F. Marino
29 S. LaSalle St., Ste. 434
Chicago, Illinois 60603

Lake County ETSB and
Attn: 911 Coordinator
1300 S. Gilmer Road
Volo, IL 60073

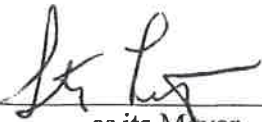
with a copy to:
County Administrator
18 N. County St.
Waukegan, IL 60085

7. This Agreement shall not be assigned or transferred by the COUNTY/ETSB, nor shall any of the COUNTY/ETSB's rights or obligations be assigned or transferred by operation of law or otherwise except with the written consent of the VILLAGE.

8. 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.

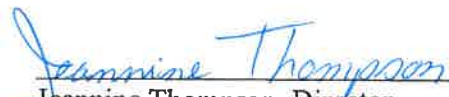
Village of Mundelein

By 
as its Mayor

Attest: 
Village Clerk

Date: January 12, 2015

RECOMMENDED FOR EXECUTION


Jeannine Thompson, Director
Lake County Emergency Telephone System

ATTEST:

COUNTY OF LAKE

By: _____
Chair
Lake County Board

County Clerk
Lake County

Date: _____

LICENSE AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Common Address: Seymour Ave & Division St., Mundelein, IL 60060

Property Identification No.: 11-30-100-016

THAT PART OF THE NORTH WEST QUARTER OF SECTION 30,
TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE P.M., DESCRIBED AS
FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF
DIVISION STREET WITH THE WEST LINE OF SEYMOUR AVENUE; THENCE
EAST ON THE SOUTH LINE OF DIVISION STREET 141 FEET TO THE POINT OF
BEGINNING AND THE NORTH WEST CORNER OF PREMISES INTENDED TO
BE DESCRIBED; THENCE SOUTH PARALLEL WITH LAKE STREET 117 FEET;
THENCE EAST PARALLEL WITH DIVISION STREET, 130 FEET; THENCE
NORTH PARALLEL WITH LAKE STREET 117 FEET; THENCE WEST ALONG
THE SOUTH LINE OF DIVISION STREET 130 FEET TO THE PLACE OF
BEGINNING, IN LAKE COUNTY, ILLINOIS.

AT&T Mobility Corporation
Real Estate & Construction Dept.
930 National Parkway, 4th Floor
Schaumburg, IL 60173



October 2, 2014

Michael A. Flynn
Assistant Village Administrator
Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060

RE: AT&T Antenna Site - Village Water Tank - Division Street (FA10074639 / IL0714)

Dear Mr. Flynn:

AT&T has reviewed the following materials that you provided regarding the proposed Lake County Emergency Telephone Safety Board equipment to be installed at the above-referenced location:

- Your letter of August 21, 2014 to AT&T outlining the proposed project
- FCC Authorizations dated 7-25-14 and 8-05-14 for the proposed equipment / frequencies (FRN 0023686595)
- Spec sheet for Commscope VHLP2-18-2GR/B
- Frequency Coordination Study dated 06/09/2014, prepared by Intelpath

AT&T does not anticipate the proposed new equipment will cause interference issues with its existing wireless communications site and does not object to the installation.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Sara Vaince", with a long, sweeping horizontal line extending to the right.

Sara Vaince

Sr Real Estate Manager-IL/WI