

COMMITTEE OF THE WHOLE

September 15, 2020

2200 Harnish Drive

Village Board Room

7:45 P.M.

In light of the current COVID-19 public health emergency, Governor J.B. Pritzker's Gubernatorial Disaster Proclamation, and the Village's Continuation of Proclamation of Local Disaster Emergency in response thereto, the Village President has determined that an entirely in-person meeting is not practical or prudent because of the disaster. This meeting will be held remotely and in-person, but there will be a limit of twelve (12) in-person seats available for the public in the Village Board Room. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process.

The complete Committee of the Whole packet is posted at the Algonquin Village Hall and may be viewed online via the Village Board's link on the Village's website, www.algonquin.org. If you would like to listen to the meeting, please go to <https://algonquin.zoom.us/j/95811913046> or dial in (877)853-5257, (888)475-4499, or (312)626-6799 webinar ID **958 1191 3046**. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or meetingcomments@algonquin.org or during the to comment during the meeting public comment portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial *9 to raise your hand. The Village will attempt to read such public comments during the public commentary portion of the meeting. Any comments received during the meeting but after the public commentary portion has ended will be provided in writing to the Village Board members after the meeting.

Remote meetings will be recorded for the purpose of accurate meeting minutes.

- AGENDA -

Trustee Steigert – Chairperson

Trustee Jasper

Trustee Brehmer

Trustee Glogowski

Trustee Spella

Trustee Sosine

President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
 - A. Consider Officially Changing the of Name of Williams Road to Sandbloom Road and Officially Naming Sandbloom Road
4. **General Administration**
 - A. Consider an Amendment to the Wide Open West License Agreement
5. **Public Works & Safety**
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: September 10, 2020

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Consideration of Officially Naming Sandbloom Road*

The Village Innovation Services staff regularly work closely with Kane County GIS and Kanecomm-911 dispatch staff, to assure all CAD and mapping data are correct and updated on a regular basis. Recently it was discovered that Sandbloom Road was originally platted or dedicated as “Williams Road” in some areas of the Village within Kane County.

In order to eliminate any confusion, it is recommended that the Village adopt an ordinance officially naming the roadway “Sandbloom Road” from the south line of Algonquin Road (State Route 62) to the southerly edge of the corporate limits.

The ordinance will need to be subsequently recorded in McHenry and Kane Counties.

Consensus to bring forth an Ordinance for such action is recommended.

ORDINANCE NO.91-0-76

ORDINANCE PASSED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ALGONQUIN

AT THEIR REGULAR MEETING ON October 1, 1991
PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ALGONQUIN

PREPARED BY
H. DAVID ROGERS, ATTORNEY
ZUKOWSKI, ROGERS, FLOOD & McARDLE
50 VIRGINIA ROAD
CRYSTAL LAKE, IL. 60014

RETURN TO: VILLAGE OF ALGONQUIN
2 S. MAIN ST.
ALGONQUIN, ILL. 60102

PREPARED BY: H. DAVID ROGERS, ATTORNEY
50 VIRGINIA ST.
CRYSTAL LAKE, ILL. 60014

ORDINANCE NO. 91-0-76

AN ORDINANCE ANNEXING CERTAIN PROPERTY
KNOWN AS THE MUNICIPAL PARCEL OF THE JUNE
CHRISTIAN PROPERTY INTO THE VILLAGE OF ALGONQUIN

WHEREAS, a written petition, signed by all of the legal owners and all of the electors of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, requesting that said territory be annexed to the Village of Algonquin; and

WHEREAS, said territory is not within the corporate limits of any municipality, other than the County of Kane, and is contiguous to the corporate boundaries of the Village of Algonquin; and

WHEREAS, the Village provides neither a public library or fire protection; and

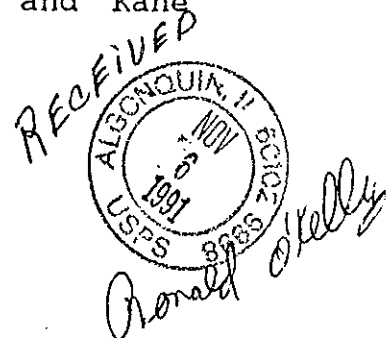
WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by State Statute; and

WHEREAS, June Christian, Trustee, under Declaration of Trust dated March 15, 1988, who is the legal owner of record of said territory, and the Village of Algonquin have entered into a valid and binding annexation agreement relating to such territory; and

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of said annexation agreement and with the statutes of the State of Illinois, specifically Chapter 24, paragraph 7-1-8, Illinois Revised Statutes, 1989; and

WHEREAS, it is in the best interests of the Village of Algonquin that said territory be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:



SECTION 1: That the following described territory, known as The Municipal Parcel:

That part of the Southeast Quarter of Section 3, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the northeast corner of said Southeast Quarter; thence south (mea = S 00-46-46 E), along the east line of said Southeast Quarter 653.24 feet for the point of beginning; thence south along said east line 791.50 feet; thence south 87 degrees west (mea = 86-46-26 W), 619.00 feet (m = 623.22 feet) to the easterly right of way line of the Chicago and Northwestern Railroad Company; thence northerly along said easterly right of way line to a line drawn south 87 degrees west (mea = S 86-27-10 W), from the point of beginning; thence north 87 degrees east (mea = 86-27-10 E), to the point of beginning (excepting therefrom that part of the Southeast Quarter of Section 3, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the northeast corner of said Southeast Quarter; thence south (mea = S 00-46-46 E), along the east line of said Southeast Quarter 653.24 feet for the point of beginning; thence south along said east line 761.47 feet; thence south 87 degrees west (mea = S 86-46-26 W), 538.49 feet; thence north 00 degrees 46 minutes 46 seconds west 758.45 feet to a line drawn south 87 degrees west (mea = S 86-27-10 W), from the point of beginning; thence north 87 degrees east (mea = N 86-27-10 E), 538.63 feet to the point of beginning), in the Township of Dundee, Kane County, Illinois, containing 5.58 acres, more or less.:

Said territory (indicated on an accurate map which is appended to and made a part of this Ordinance) totalling 5.58 acres is hereby annexed to the Village of Algonquin, McHenry and Kane Counties, Illinois.

SECTION 2: That the Village Clerk of the Village of Algonquin is hereby directed to record in the Office of the Recorder and to file in the Office of the County Clerk of Kane County, Illinois, and the post office serving the territory within 30 days of the effective date of this Ordinance a certified copy of this Ordinance, together with an accurate map of the property hereby annexed, said map being attached hereto, made a part hereof and identified as Exhibit A.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye: SPELLA, RITT, DONNER, SCHUBER, GOERING

Voting Nay: NONE

Abstain: NONE

Absent: DONEY

APPROVED:


Village President Donald R. Brewer

(SEAL)

ATTEST:


Village Clerk Gerald S. Kautz

Passed: OCTOBER 1, 1991

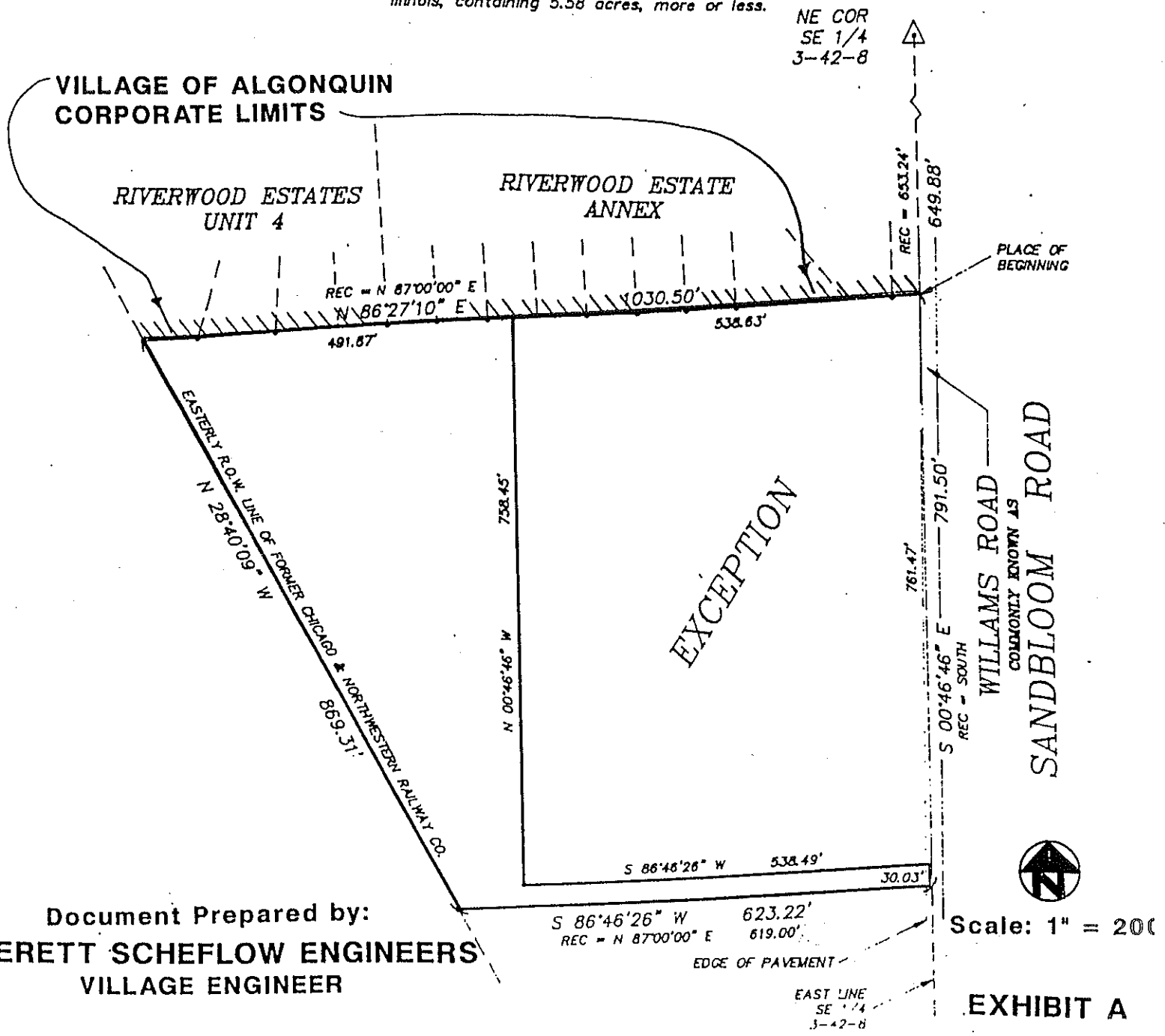
Approved: OCTOBER 1, 1991

Published: OCTOBER 2, 1992

This Ordinance contains one exhibit and is known as Exhibit A.

PLAT OF ANNEXATION OF PROPERTY DESCRIBED AS

That part of the Southeast Quarter of Section 3, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence South (mea = S 00-46-46 E), along the East line of said Southeast Quarter 653.24 feet for the point of beginning; thence South along said East line 791.50 feet; thence South 87 degrees West (mea = S 86-46-26 W), 619.00 feet (m = 623.22 feet) to the Easterly right of way line of the Chicago Northwestern Railway Company; thence Northerly along said Easterly right of way line to a line drawn South 87 degrees West (mea = S 86-27-10 W), from the point of beginning; thence North 87 degrees East (mea = N 86-27-10 E), to the point of beginning, (excepting therefrom that part of the Southeast Quarter of Section 3, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence South (mea = S 00-46-46 E), along the East line of said Southeast Quarter 653.24 feet for the point of beginning; thence South along said East line 761.47 feet; thence South 87 degrees West (mea = S 86-46-26 W), 538.49 feet; thence North 00 degrees 46 minutes 46 seconds West 758.45 feet to a line drawn South 87 degrees West (mea = S 86-27-10 W), from the point of beginning; thence North 87 degrees East (mea = N 86-27-10 E), 538.63 feet to the point of beginning), in the Township of Dundee, Kane County, Illinois, containing 5.58 acres, more or less.



Document Prepared by:
ERETT SCHEFLOW ENGINEERS
VILLAGE ENGINEER

ORDINANCE NO. 2020-O-___

An Ordinance Approving a Change of Name of Williams Road to Sandbloom Road and Officially Naming Sandbloom Road

WHEREAS portions of Sandbloom Road in the Village of Algonquin were originally platted as Williams Road, and

WHEREAS the various road names make mapping directions, deliveries and emergency dispatch confusing, and could present a potentially life-threatening situation for emergency response, and

WHEREAS sections of the roadway lie in both McHenry County and in Kane County, but the entire roadway from Route 62 (Algonquin Road) southerly to the south corporate boundary lies within the jurisdiction of the Village of Algonquin, as depicted upon Exhibit "A", and

WHEREAS Sandbloom Road is the commonly used road name for that roadway, extending from Route 62 (Algonquin Road) southerly to the south corporate boundary, and

WHEREAS the Board of Trustees of the Village of Algonquin hereby approves renaming Williams Road to Sandbloom Road, and officially naming the roadway Sandbloom Road from Route 62 (Algonquin Road) southerly to the south corporate boundary;

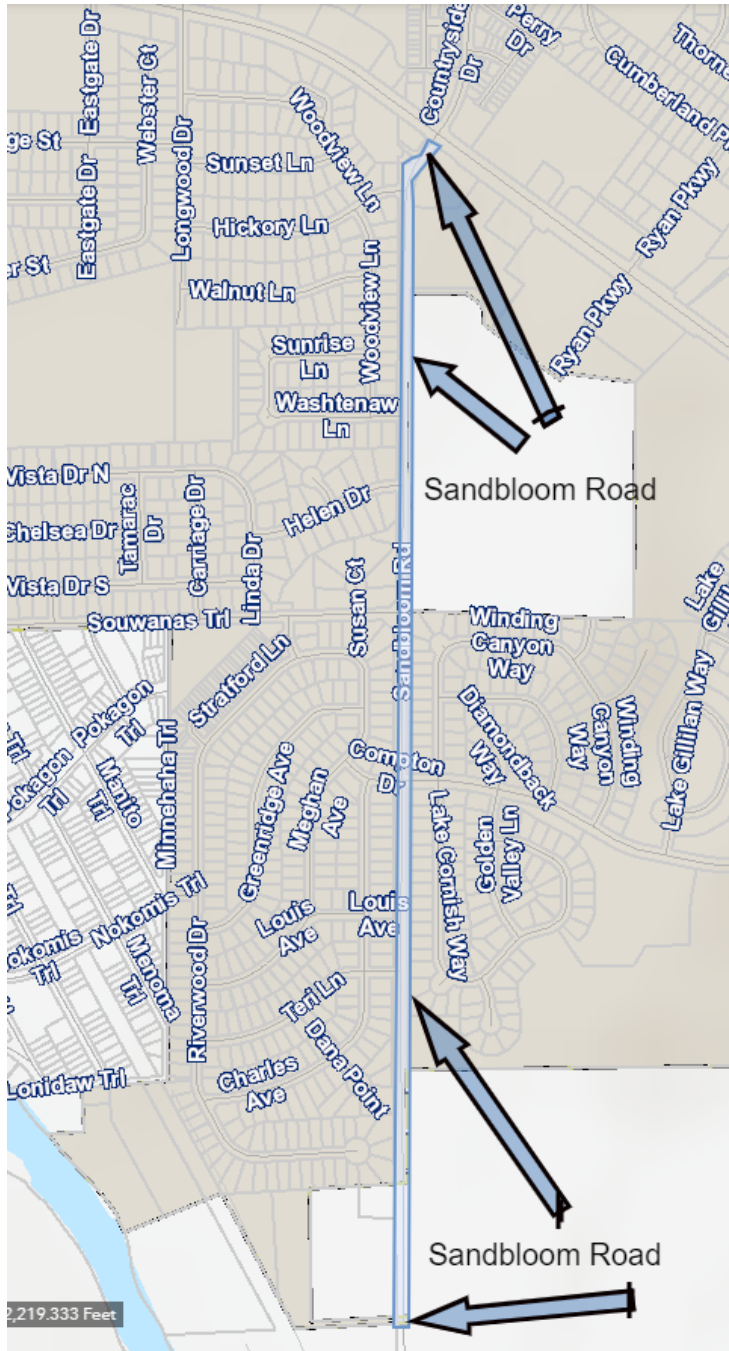
NOW, THEREFORE, BE IT HEREBY ORDAINED by the Board of Trustees of the Village of Algonquin, that the name Williams Road shall be changed to Sandbloom Road, and officially named Sandbloom Road from Route 62 (Algonquin Road) southerly to the south corporate boundary, and Village Staff shall be authorized to record this Ordinance as evidence of official approval of said name change, in both McHenry and Kane Counties, to inform the Algonquin Post office and appropriate election authorities, or take other further action as may be required to implement this change.

DATED this 6th day of October, 2020.

(SEAL)

(SIGNATURES)

EXHIBIT A: SANDBLOOM ROAD





VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

- M E M O R A N D U M -

DATE: September 10, 2020

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *WideOpenWest (WOW) License Agreement Amendment*

In December 2015, the Village entered into an agreement (2015-R-43) with Sigecom, LLC (doing business as WOW Internet, Cable, and Phone) for the sole purpose of providing fiber optic telecommunications services for the benefit of Verizon Wireless. Subsequently, in December 2017, this agreement was assigned to MCImetro which is a wholly owned subsidiary of Verizon Wireless.

MCImetro is an existing Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635) and is exempted from paying any additional fees to the Village for use of municipal right-of-way.

The proposed amendment will eliminate the annual license fee of \$2,000, which would appear the Village no longer has a legal basis to collect, and further preserves the donation of dark fiber strands that provide connectivity between three (3) Village facilities.

Recommendation

Staff recommends that the Committee of the Whole forward this to the Village Board for approval by Resolution at their meeting on October 6, 2020.

FIRST AMENDMENT TO LICENSE AGREEMENT FOR THE USE OF VILLAGE RIGHTS-OF-WAY BETWEEN SIGECOM, LLC AND THE VILLAGE OF ALGONQUIN

This First Amendment (Amendment) to License Agreement for the use of Village Rights-of-Way between Sigecom, LLC and the Village of Algonquin, is entered into between MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation with its principal offices at 600 Hidden Ridge, Irving, Texas 75038 (hereinafter referred to as the "Licensee"), a successor in interest to a fiber optic communications network in the Village of Algonquin, originally owned by Sigecom, LLC d/b/a WOW! Internet, Cable and Phone, an Indiana limited liability company (hereinafter referred to as "WOW") and the Village of Algonquin, an Illinois municipal corporation (hereinafter referred to as the "Village") on the _____ day of _____, 2020.

WITNESSETH:

WHEREAS, on or about December 15, 2015 Village and WOW entered into that certain Agreement to install, construct, use, operate, own and maintain fiber optic and coaxial line in the Village's right of way (the "Agreement");

WHEREAS, on December 14, 2017 Licensee purchased from WOW a fiber-optic communications network serving portions of the greater Chicago market and has therefore become a successor of the Agreement in connection with the communications network attached here as Exhibit A; and

WHEREAS, the Village and the Licensee (each a "Party" and together "Parties") desire to amend the terms of the Agreement as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the Parties agree as follows:

Section 1. Preambles. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Amendment as if fully set forth in this Section 1.

Section 2. Integration of the Amendment. The provisions of this Amendment shall be deemed by the Parties to be fully integrated into the Agreement. The Agreement shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Amendment. Should any provision of the Agreement conflict with any provision of this Amendment, the provisions of this Amendment shall control.

Terms capitalized in this Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Amendment and, to the extent such terms are also defined terms in the Agreement, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the Agreement. The term "Agreement" shall refer to the Agreement, as amended by this Amendment.

Section 3. Amendments to the Original Agreement.

The term "Licensee" in the Agreement shall hereinafter refer to MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware Corporation with its principal offices at 600 Hidden Ridge, Irving, Texas 75038.

Section 4. Grant of License.

Second paragraph of Section 2 of the Agreement is hereby deleted in its entirety and is replaced with the following:

“So long as the Licensee exercises and enjoys the rights granted to it hereunder, Licensee shall not be required to pay any fees to the Village under this Agreement including for site specific permits provided (1) Licensee maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIFMA) (35ILCS 635) and (2) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois and (3) does not provide video subscription service or cable television programming.”

Further, following language shall be added at the end of Section 2 of the Agreement.

“Village hereby acknowledges WOW’s donation of dark fiber strands discussed under this Section 2 of the Agreement. Village agrees to provide at least a thirty (30) days’ written notification to Licensee before it schedules a maintenance of the donated fiber strands, and consults Licensee before any maintenance is undertaken on the fiber strands.”

Section 5. Notice.

Notices to Licensee under Section 20 of the Agreement must be addressed as follows:

Licensee:

MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02E102
Irving, TX 75038

with a copy (except for invoices) (which copy will not constitute notice) to:

Verizon Legal Department,
Attn. Network Legal Team
1300 I Street, N.W., 5th Floor
Washington, DC 02005

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Village of Algonquin

By: _____
Deby Sosine, Acting Village President

ATTEST: By: _____
Village Clerk

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services

By: _____
Robert J. Hayes
Sr. Manager – Network Engineering & Operations

EXHIBIT A



2015 - R - 43

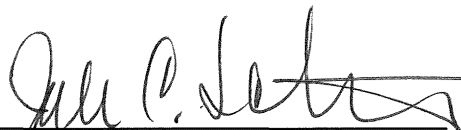
VILLAGE OF ALGONQUIN

RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Sigecom LLC., (WOW) to utilize portions of the public streets and highways within the boundaries of the Village (the "ROW's") for the sole purpose of providing fiber optic telecommunications services for the benefit of Verizon Wireless, attached hereto and hereby made part hereof.


DATED this 15th day of December, 2015





John C. Schmitt, Village President

ATTEST:



Gerald S. Kautz, Village Clerk

**LICENSE AGREEMENT FOR THE USE OF VILLAGE RIGHTS-OF-WAY
BETWEEN SIGECOM, LLC AND THE VILLAGE OF ALGONQUIN**

This License Agreement ("Agreement") is entered into on the 15th day of December 2015 ("Effective Date"), by and between the Village of Algonquin, an Illinois municipal corporation (hereinafter referred to as the "Village") and Sigecom, LLC d/b/a WOW! Internet, Cable and Phone, an Indiana limited liability company (hereinafter referred to as the "Licensee").

WHEREAS, the Village, to the best of its knowledge without investigation, is the exclusive owner of certain public rights-of-way, as defined below, and has approved official standards for construction of facilities on the public rights-of-way; and

WHEREAS, the Licensee represents to the Village that it holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, Licensee desires to utilize portions of the public streets and highways within the boundaries of the Village (the "ROW's") for the sole purpose of providing fiber optic telecommunications services for the benefit of Verizon Wireless; and

WHEREAS, the Village is willing to consent to Licensee's utilizing the ROW's for such sole purpose, subject to the conditions and provisions of this Agreement; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970; and

WHEREAS, Licensee represents to the Village it is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follow:

1. **Recitals.** The above-stated recitals, representations and warranties are hereby incorporated into this Section 1 of this Agreement, as though fully set forth herein.

2. **Grant of License.** Subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, subject to and contingent upon the Licensee, solely and exclusively, providing fiber optic telecommunications to Verizon Wireless, the Village hereby grants a non-exclusive revocable license ("License") to Licensee to allow Licensee to construct, use, operate, own and maintain a fiber optic and coaxial line (the "System") within the Village's ROW's identified herein for such sole and exclusive purpose. The parties agree that under no circumstance shall the System be used for any other purpose in the Village, notwithstanding any inconsistent or contrary language or text in any permit or other document issued or generated by the Village in the future. The License granted by this Agreement shall not convey any other right, title or interest (including leasehold interest) in the ROW's, but shall be deemed to be a license only to use and occupy the ROW's only for the purposes stated herein.

Licensee shall pay to the Village a license fee of \$2,000 per year (the "License Fee"). The first annual payment of the License fee shall be due on the Effective Date of this Agreement and each year thereafter on the anniversary of the Effective Date.

In addition to the License Fee, Licensee also agrees to provide, at no charge to the Village, two pairs of fiber optic end connection points at the following Village facilities:

Waste Water Treatment Plant (WWTP) at 125 Wilbrant St., Algonquin, IL 60102
Old Village Hall (HVH) at 2 S. Main St., Algonquin, IL 60102
Public Works (PW) at 110 Meyer Drive, Algonquin, IL 60102

Such fiber shall be installed by Licensee so as to connect each of these facilities to one another.

There shall be "dark fiber" demarcation points within these Village facilities at a location to be determined by the Village Information Technology Department. Such dark fiber shall not include any type of services to be provided by Licensee.

Licensee is responsible for all labor, materials, and equipment required to install and test the dark fiber between the dark fiber endpoints. The Village will be responsible for all equipment, materials, and facilities on the Village's side of the endpoints in connection with its use of the dark fiber. Licensee has no obligation to provide any equipment space, licenses, rights of way or other rights in respect to any attachments to or other uses of the dark fiber. The Village's responsibilities ("Village of Algonquin Requirements") include the purchase or other acquisition, construction, installation, maintenance, repair and replacement of all terminals, patch cords, electronics, optronics, other optical and electrical equipment, other equipment, materials, and facilities, and all labor, materials and equipment for any construction exclusive of the dark fiber installation.. At the Village's direction, Licensee shall install, test, maintain, repair, control and otherwise access conduit, fiber and related equipment that may be installed and maintained on the Village's leased or owned land and building space on which any lateral spur(s) is/are designated to be interconnected including space for Licensee's fiber termination panel(s) and cable pathways. The Village's responsibility on the Village's side of each endpoint includes securing its own rights and related costs to access, occupy and conduct typical telecommunication operations. The lateral spur(s) to such endpoint(s) are to be installed as part of this Agreement by Licensee at its cost.

Furthermore, Licensee will test the dark fiber with industry accepted equipment and report the test results to the Village at the Village's request. The Village will have five working days from receipt to give Licensee written notice of acceptance or rejection of the test results, specifying parts not in accordance with industry standards. Failure by the Village to timely accept or reject the test results will operate as constructive acceptance of the dark fiber. Licensee will have 45 days after receiving a timely rejection notice to remedy all failures to conform the dark fiber to industry standards.

Licensee will maintain and repair the dark fiber, at Licensee's own expense, in accordance with Licensee's then current maintenance procedures even though the Village will have ownership of such dark fiber. The Village shall reimburse Licensee for any costs of repairs that are caused by the Village's negligence, willful misconduct, or the Village's elective

maintenance or repair requests. Licensee maintenance and repair duties do not include any of Village of Algonquin's Requirements.

Licensee will control the dark fiber route configuration, access, use, and work and maintenance performed in respect to Licensee's system only, including all splicing, lateral spur location and configuration, manholes, hand-holes, and other access points subject to approval by the Village, which will not be unreasonably withheld; the Village accordingly has no right to control, maintain, repair, modify and/or relocate Licensee's system (exclusive of the dark fiber) or to physically access Licensee's system or to encumber Licensee's system in any manner. The Village shall only have the right to connect the Village's communications equipment with the endpoint of the dark fiber and, at other access points along the dark fibers approved by Licensee (each such endpoint and access point being referred to as a "Connecting Point"). The Village shall have no other access rights to the Licensee system (i.e., exclusive of the Village's dark fiber and improvements to same) unless otherwise agreed in writing by Licensee. Any splice to the dark fibers at and/or on the Village's side of the demarcation points or any other connecting points shall be subject to ten days' advance notice.

The Village shall use the dark fiber solely for lawful purposes, attach only Licensee pre-approved equipment to the ends of the dark fiber, and, if applicable, in compliance with National Telecommunications and Information Administration Grants, all in a way which does not physically interfere with or adversely affect the use of the Licensee's system. The Village shall not transfer, assign, lease, license, encumber or otherwise grant the Agreement or rights or interest under this Agreement or of use in the dark fiber without Licensee's prior written consent.

3. **Location and Description of Licensee's System.** Licensee's System, for which this License herein is granted for the sole and exclusive purpose set forth above, is depicted in Exhibit "A" to this Agreement and shall be limited to that which is depicted in such exhibit.

4. **Term.** The License granted by the Village to Licensee shall be for a period of ten (10) years from the Effective Date of this Agreement.

5. **Use of ROW's.** In its use of the ROW's and any work to be performed therein, Licensee shall comply with all applicable laws, ordinances, regulation and requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Village's Municipal Code.

The License and the grant of authority conferred in Section 2 above are non-exclusive. The Licensee shall respect the rights and property of Village and other authorized users of streets, sidewalks, easements, power poles, street light poles, vaults, conduits and rights-of-way and adjacent property owners.

6. **Permits.** Licensee shall pay all required permit and other fees and obtain all necessary and required permits from the Village for its System prior to performing any work on its System within Village ROW's and pay the applicable fees for such permits and reimburse the Village those engineering or other consultant fees reasonably and directly related to such permits. Licensee shall also post such necessary security for its work as required by Village ordinance.

7. **Maintenance.** Maintenance of the System within the ROW's shall be the responsibility of Licensee, at Licensee's cost. The System shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state, county and local laws, regulations and policies, at Licensee's cost. The Village reserves the right to enter upon and repair any or all damage to the areas surrounding the licensed premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee, at Licensee's cost.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency, Licensee may access the ROW's and commence such emergency maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for emergency maintenance set forth in the Village ordinances, at Licensee's cost.

8. **Restoration of ROW's.** Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of the System, Licensee shall grade and restore all areas disturbed or damaged by construction operations to a condition substantially similar to that which existed prior to the work, at Licensee's cost. All disturbed or damaged grass areas shall be restored with sod, at Licensee's cost.

In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROW's or other Village property, the Village may make or cause to be made such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village, or demand payment from the security posted by the Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

9. **Damage to Licensee's System.** Unless directly and proximately caused by the willful, intentional or malicious acts of the Village, the Village shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's System within the ROW's.

10. **No Transfer or Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the Village, which will not be reasonably withheld or delayed; provided, however, this Agreement may be assigned by the Licensee without consent to an affiliate, or to a successor in connection with a merger, reorganization or sale of all or substantially all of Licensee's assets or ownership.

11. **Indemnity/Hold Harmless.** To the fullest extent permitted by law, Licensee shall defend, indemnify, keep and hold harmless the Village and its officials, officers, employees and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the System or Licensee's use of ROW's, and in providing or offering service over the System.

Licensee shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Licensee to indemnify the Village for its own negligence. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder.

12. **Insurance.** Licensee shall maintain, at its own expense, the following minimum levels of insurance until the System is removed from the ROW's and the ROW's have been properly restored as required herein:

- A. Workers Compensation – Statutory Limits
- B. Employers Liability - \$1,000,000 per employee and \$1,000,000 per accident
- C. Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X”, “C”, and “U” coverages) and products-completed operations coverage with limits not less than:
 - i. Five million dollars (\$5,000,000) for bodily injury or death to each person
 - ii. Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
 - iii. Five million dollars (\$5,000,000) for all other types of liability
- D. Automobile Liability for all owned, hired and non-owned automobiles - \$1,000,000 each accident

Prior to commencing work on the System described herein, Licensee shall furnish the Village with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Algonquin, its officers, officials, agents and employees” as “additional insureds”. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. The limit must be on a “Per Project Basis”. Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers’ Compensation coverage shall include a waiver of subrogation against the Village.

All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated “A-” or better and of a class size “X” or higher by A.M. Best Company)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be cancelled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall have the right to examine any policy required and evidenced o the Certificate of Insurance.

13. **Security.** Prior to performing work in the ROW's, Licensee shall establish a security fund in an amount determined by the Director of Public Works or another designee, which shall be provided to the Village in the form of a Construction Bond. This security requirement shall not exceed \$25,000. This shall serve as security for the purposes set forth above including but not limited to the installation of the System in compliance with applicable plans, permits, technical codes and standards, the proper location of the System as specified by the Village, restoration of ROW's and other property affected by the construction or to satisfy any claims or damages.

14. **Termination.** This Agreement may be terminated by Licensee at any time during the term, and for any reason, by the giving of thirty (30) days advance written notice to the Village of its intention to terminate. This Agreement may be terminated by the Village only for the following reasons:

- A. A material violation of the terms of this Agreement where Licensee fails to cure such material violation within thirty (30) days after receipt of written notice by Village which identifies the violation.
- B. The material failure of Licensee to comply with all applicable local, State and Federal laws, rules, regulations in any way governing or applying to Licensee's System.
- C. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in seeking this Agreement or in the permit application.
- D. Construction of its System contrary to the plans and specifications approved by the Village.
- E. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.
- F. The Licensee transfers this License without Village approval as required herein.
- G. The Licensee ceases its business operations, or otherwise abandons the System, unless such abandonment is temporary due to events beyond the reasonable control of Licensee.
- H. Licensee's physical presence or presence of Licensee's System on, over, above, along, upon, under, across or within the ROW's presents a direct or imminent threat to the public health, safety or welfare.
- I. Failure to provide the required traffic control; and to respond to requests from the Village to correct such deficiencies within a reasonable time.

Upon the termination of this License, whether by either party and for whatever reason, Licensee shall remove Licensee's System from the Village's ROW's within thirty (30) days of such termination, and shall perform all restoration work to the ROW's as required by Village ordinances and policies. Time is of the essence.

15. **Amendments.** This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

16. **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

17. **Governing Law; Venue.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The parties agree that venue for any dispute between the parties shall be McHenry County, Illinois.

18. **Taxes.** Nothing contained in this Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment which is or may be hereafter lawfully imposed, and Licensee shall be responsible for the payment of any taxes assessed relative to its use of the ROW's or its operation of the System.

19. **No Waiver.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

20. **Notice.** Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

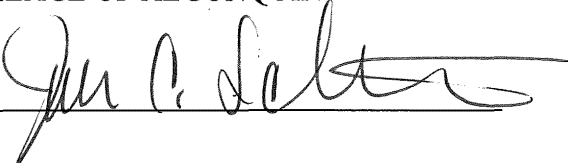
If to Village: Village of Algonquin
Attn: Tim Schloneger
2200 Harnish Drive
Algonquin, IL 60102

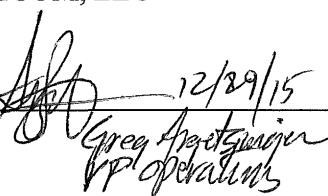
If to Licensee: WideOpenWest Illinois, LLC
Attn: Business Manager
1674 Frontenac Rd
Naperville, IL 60563

IN WITNESS THEREOF, the parties have signed below, effective as of the Effective Date, by their duly authorized representatives.

VILLAGE:
VILLAGE OF ALGONQUIN

LICENSEE:
SIGECOM, LLC

By: 

By:  12/29/15
Greg Apetz
VP Operations

Its: _____

Its: _____

Attest: *David S. Kautz*
Village Clerk

Z:\A\AlgonquinVillageofWOW Agreement.docx

EXHIBIT "A"

LOCATIONS OF RIGHTS-OF-WAY FOR LICENSEE'S SYSTEM



August 17, 2017

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102
Attn: Tim Schloneger

RE: CONSENT TO ASSIGNMENT

Dear Sir or Madam:

We are excited to inform you that on August 1, 2017, WideOpenWest, Inc. (“WOW”) entered into an Asset Purchase Agreement with MCIMetro Access Transmission Services Corp. (“Verizon”), an indirect, wholly-owned subsidiary of Verizon Communications, Inc. (NYSE: VZ), pursuant to which Verizon agreed to acquire certain assets, and to assume certain liabilities, from WOW that are related to its fiber network in the area of Chicago, Illinois (the “Transaction”). In connection therewith, at the closing of the Transaction, WOW is to assign all of its rights and obligations arising on or after the closing under the License Agreement, dated as of December 15, 2015, by and between the Village of Algonquin and Sigecom, LLC d/b/a WOW! Internet, Cable and Phone, a copy of which is attached hereto as Exhibit A (the “Agreement”), to Verizon or one of its affiliates. The Transaction is subject to customary closing conditions and is expected to close early in the first quarter of 2018.

Your consent to the assignment of the Agreement in connection with the Transaction may be required. Therefore, we kindly request that you sign below to consent to the assignment of the Agreement to Verizon or one of its affiliates and to acknowledge that the Agreement will remain in full force and effect following the consummation of the Transaction and that neither the assignment of the Agreement nor the consummation of the Transaction will be deemed to constitute, or be construed as, a breach of the Agreement or entitle you to any payments or compensation.

Please return a signed copy of this consent to me via e-mail at Craig.Martin@wowinc.com by September 1, 2017.


If you have any questions, please do not hesitate to contact me at the e-mail above or (269) 567-4200.

Yours very truly,

Craig Martin
General Counsel

Acknowledged and Agreed:

VILLAGE OF ALGONQUIN

By: 
Name: Tim Schboneyer
Title: Village Manager
9-11-17