

**AGENDA
REGULAR MEETING OF
THE PRESIDENT AND THE BOARD OF TRUSTEES**

**THE VILLAGE OF WAYNE
5N430 Railroad Street Wayne, Illinois 60184**

Tuesday, July 1, 2025

7:30pm

Link to Join Webinar

<https://us06web.zoom.us/j/85036473381>

I. Pledge of Allegiance

II. Call to Order - Roll Call

III. Public Comment - (please limit your comments to three minutes)

The Public Comment section is intended to give the public an opportunity to present a comment or opinion to the Board of Trustees. It is not intended to be a time for questions and answers or debate on political issues. Discussion between speakers and other members of the audience will not be permitted. For questions please email members of the Board directly and a Board member or staff will respond directly. Public Comment should be limited to this portion of the agenda and the public should not interrupt the Board during the remainder of the meeting. Should a member of the public become disruptive or interrupt another speaker they will be warned once, and if the disruption continues, removed from the meeting.

IV. Reports of Boards, Commissions, Staff, and Action Items

- A. Plan Commission**
- B. Zoning Board of Appeals**
- C. Engineering**
- D. Park Commission**

V. Consent Agenda

- A. Minutes June 17, 2025 – Open Session**
- B. Approve Payment - Axon Enterprise-Taser, \$15,686.00 (amount rec'd from ILEAS Taser Grant)**

VI. Items Removed from Consent Agenda

VII. Ordinances and Resolutions

- A. Res. 25-R-05; Approve Reciprocal Reporting Memo of Understanding with Board of Education School District U-46**

VIII. Reports of Officers and Action Items

- A. Clerk's Report – Patti Engstrom**
- B. Treasurer's Report – Howard Levine**
- C. President's Report – Eileen Phipps**
- D. Village Attorney's Report – Steve Adams**

- IX. Appointments – Village Commissions and Committees – President Phipps**
- X. Reports of Trustees and Action Items**
- A. Public Safety – Pete Connolly**
 - B. Public Works – Mike Dimitroff**
 - 1. Closed Session – Item B. Appointment, Employment, Compensation Village Employees**
 - C. Finance – Pete Connolly**
 - D. Administration – Karen Kaluzsa**
 - E. Development/Historic and Rural Preservation – Ed Hull**
 - F. Building & Zoning – Ed Hull**
 - G. Parks – Emily Miller**
 - H. Technology – Guy Bevente**
 - 1. Lumos Fiber License Review and Approval**
- XI. Old Business**
- XII. Closed Session**
- A. Pending, Imminent or Probable Litigation – Open Meetings Act, 5 ILCS 120/2 (c) (11)
Open Meetings Act, 5 ILCS 120/2 (c) (1)B**
 - B. Appointment, Employment and Compensation of Village Employees–Open Meetings Act,
5 ILCS 120/2 (c)(1)**
 - C. Purchase or Lease of Real Property – Open Meetings Act, 5 ILCS 120/2 (c) (6)**
 - D. The Setting of a Price for Sale or Lease of Village Property, 5 ILCS 120/2 (c) (6)**
 - E. Security Procedures, Personnel, Equipment in Response to Threat of Potential
Danger to Employees, Staff, Public or Public Property, 5 ILCS 120/2 (c) (8)**
 - F. Discussion of Closed Minutes for Purposes of Approval or Semi-Annual Review,
5 ILCS 120/2 (c) (21)**
 - G. The Selection of a Person to Fill Public Office, 5 ILCS 120/2 (c) (3)**
*Viewing the meeting via the Zoom webinar is offered as a convenience to the public but is not legally required.
Access may be interrupted due to technical difficulties and, in the event the Village is unable to block public
viewing when the Board enters a Closed Session, viewers will be removed from the Zoom meeting.*
- XIII. New Business and Action Items**
- A. Approve Items Discussed in Closed Session**
- XIV. Adjournment**

In lieu of making a comment in person, a member of the public may submit a written comment by email no later than noon on the day preceding the day of the meeting to clerk@villageofwayne.org and it will be read at the meeting. Written comments should be limited to 450 words or less and, when read, are subject to the three minute time limit for public comment.

Note: Any person who has a disability requiring a reasonable accommodation to participate in this meeting should contact ADA Compliance Officer Mon-Thurs 8:00am–12:00pm Village of Wayne, 5N430 Railroad Street, P.O. Box 532, Wayne, IL 60184, or call (630) 584-3090. Requests for a qualified interpreter require five (5) working days' advance notice.

**VILLAGE OF WAYNE
DUPAGE AND KANE COUNTIES, ILLINOIS**

RESOLUTION NO. 25-R-05

**A RESOLUTION APPROVING RECIPROCAL REPORTING
MEMORANDUM OF UNDERSTANDING WITH
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT U-46**

**A RESOLUTION
ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES
OF THE VILLAGE OF WAYNE
DUPAGE AND KANE COUNTIES, ILLINOIS**

THIS ____ DAY OF _____, 2025

**PUBLISHED by authority of the
President and Board of Trustees
of the Village of Wayne, DuPage
and Kane Counties, Illinois
this ____ day of _____, 2025.**

**VILLAGE OF WAYNE
DUPAGE AND KANE COUNTIES, ILLINOIS**

RESOLUTION NO. 25-R-05

**RESOLUTION APPROVING RECIPROCAL REPORTING
MEMORANDUM OF UNDERSTANDING WITH
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT U-46**

WHEREAS, Article VII, Section 10 of the Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine, or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, it is the desire of the Village of Wayne (“Village”) and the Board of Education of School District U-46 (“School District”) to enter into a Memorandum of Understanding (“MOU”) pertaining to the exchange of certain information between the Village’s police department and various School District personnel in strict accordance with the laws and regulations cited in the MOU, in order to provide a safe, healthy, and violence-free school environment; and

WHEREAS, the Mayor and Board of Trustees believe, and hereby declare, that it is in the best interests of the Village to approve said MOU;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WAYNE, DUPAGE AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Memorandum of Agreement attached hereto as Exhibit 1 shall be and is hereby approved, and the Village President and Village Clerk shall be and are hereby authorized and directed to execute and attest said Memorandum of Agreement in substantially the form attached hereto.

SECTION THREE: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED THIS ____ day of _____, 2025.

Eileen Phipps, Village President

ATTEST:

Patricia Engstrom, Village Clerk

MEMORANDUM

To: Village of Wayne Board

From: Guy Bevente, Village Trustee

Date: June 25, 2025

Re: **Lumos Fiber License Agreement**

The July 1, 2025 Board meeting agenda includes the review, discussion, and approval of the Lumos Fiber license agreement. In your board packet, you will find the negotiated clean version of the License Agreement. I'm pleased to share that all of our changes and additions have been accepted by Lumos Fiber.

As previously discussed, Lumos Fiber has committed to build a fiber facility in DuPage County that will include parts of our Village on the east end of town as further defined in the license agreement. A reliable high speed internet service remains a leading concern for our residents, and a fiber network brings the best telecommunication technical solution available.

Lumos Fiber has already signed agreements with several villages in DuPage. After careful assessment and consideration, it is recommended that the Village of Wayne sign this license agreement to include our village in the scope of the project.

The license agreement will grant Lumos Fiber non-exclusive revokable rights to use and occupy certain public rights-of-way and utility easements (collectively, referred to as ROWs) for the limited purposes as outlined in the license agreement.

A few highlights of the agreement include:

Term

- 5 year term, with 2nd 5-year term renewal if compliance terms are met, unless 60 day notice provided of intent not to renew after the Initial Term
 - After the first renewal term, renewal is only by mutual agreement

Payment

- Upon execution of the Agreement, Lumos to pay the Village:
 - \$1,000 (1st payment of annual license fee); plus
 - \$7,500 (Initial Fee)
- On or before the anniversary date of agreement execution, Lumos to pay the Village,
 - \$1,000 each year of the term, unless the Village agrees to impose a tax
- Applicable permit fees

Locations in Scope

- Exhibit B identifies the in scope locations
- Includes all homes in Woods of Wayne, Wayne Meadows, Lake Eleanor, Bradford Park, and noted Army Trail Rd locations
- Location of Facilities approved by village through issuance of permits

Use of ROWs

- Licensee to comply with all fed, state, county requirements, and the Village of Wayne Municipal Code
- Facilities underground where feasible using missile boring; if boring not possible, Licensee to work with the village to determine and get approval on best method
- Restore affected areas; maintain, repair and upkeep Facilities at Licensee expense in accordance with Village Standards and reasonable satisfaction
- Expectations to use public safety measures for members of the general public

Risks, Hold Harmless, Indemnification

- Village makes no representation, warranties, covenants or assurances
- Licensee conducts all licensed uses at its own risk
- Hold Village harmless, non-labile, and indemnification provisions included
- Licensee to secure and maintain liability insurance as specified in Village Standards

Security

- Before work begins, Licensee provides village with a \$25,000 security fund in form of cash, bond, or unconditional LOC found acceptable to the Village

As-Builts

- Within 90 days of completion of the work, Licensee must provide the Village with "as built plans"
- Licensee to provide as-builts for reconstruction, repair, relocation

Termination

- Village may terminate agreement due to breach of agreement, threat or danger caused by Facilities, non-conformance with approved plans and permit, failure to correct deficiencies, or fraudulent/misleading statements
- Within 180 days of termination of the agreement for any reason, Licensee to remove its facilities from all ROW's and restore all ROW's.

After considering the needs of our residents and the terms of the agreement, I recommend Board approval of the Lumos Fiber license agreement.

I appreciate your review and input. I am available for any questions.

Thanks,

Guy Bevente

**MASTER LICENSE AGREEMENT BETWEEN LUMOS FIBER OF ILLINOIS, LLC
AND THE VILLAGE OF WAYNE**

This LICENSE AGREEMENT ("Agreement") is made as of this _____ day of _____, 2025, between the Village of Wayne, an Illinois municipality, with its principal offices located at 5N430 Railroad St., Wayne, IL 60184, hereinafter designated "Village", and Lumos Fiber of Illinois, LLC, whose principal place of business 4100 Mendenhall Oaks Parkway, Suite 300, High Point, North Carolina, hereinafter designated "Licensee." Village and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, the Village is the exclusive owner of certain public rights-of-way and is the grantee of certain utility easements within the Village, and has approved official standards for the construction of facilities on the public right-of-way (and are hereby made applicable to public utility easements as defined herein); and

WHEREAS, the Village has the right and power to regulate and permit the installation, attachment, operation, and maintenance of telecommunications facilities upon public property, in the public rights-of-way, and upon public utility easements granted to the Village within its municipal boundaries; and

WHEREAS, the Licensee desires to construct, install, attach, operate, repair, maintain, and remove fiber telecommunications facilities in and/or upon the Village's public rights-of-way and in certain specified public utility easements (collectively, the "ROW" or "ROWS") within the Village's boundaries, subject to the provisions of this Agreement; and

WHEREAS, in consideration of the payment of license and permit fees as specified herein, the Village desires to allow Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village Board of Trustees ("Village Board") has determined that the establishment of this Agreement for telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring Licensee to come before the Village Board for approval of each required site specific permit for a facility within a ROW; and

WHEREAS, Section 253 of the Federal Communications Act of 1934, as amended, including 47 U.S.C. Section 253, and Illinois 220 ILCS 5/21-1001, provides that the Village has the authority, subject to certain limitations, to control access to and use of the ROWs within the Village; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to the powers granted it by 65 ILCS 5/11-80-1, and finds that entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, the Licensee 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 covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) **RECITALS:** The foregoing recitals are incorporated herein as definitions, substantive provisions and as representing the intent of the Parties.
- 2) **GRANT OF LICENSE:** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and in compliance with all federal, state and local laws and regulations, the Village grants a non-exclusive revocable license ("License") to the Licensee for the use of the ROWs to construct, install, operate, use, own, repair, maintain and remove underground and aerial fiber telecommunications facilities ("Facilities").

The License granted by this Agreement shall not convey any right, title, or interest (including leasehold interest) in the ROWs, but shall be deemed to be a license only to use and occupy the ROWs for the limited purposes stated herein. In the event of default by the Licensee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate the Licensee's rights hereunder. The rights granted to the Licensee by the Village are and shall be at all times subordinate to the Village's right of ingress, egress, repair, maintenance, and such other reasonable use of the ROWs. All rights and obligations of the Licensee under this Agreement shall be exercised by the Licensee at its sole cost and expense.

This Agreement and the rights granted to use and occupy the ROWs shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the Village's municipal boundaries.

- 3) **TERM AND FEES:** The term of this Agreement shall be for a period of five (5) years (the "Initial Term"), beginning on the date this Agreement is approved by the Village Board, unless otherwise sooner terminated as provided for herein. The Licensee shall pay to the Village an annual license fee in the amount of One Thousand Dollars (\$1,000.00), each year of the Initial Term. The first annual license fee payment shall be due upon execution of this Agreement. Each subsequent annual license fee payment shall be made on or before the anniversary of the date of execution of this Agreement. In addition, Licensee shall pay the Village an initial fee of Seven Thousand Five Hundred Dollars (\$7,500.00), upon execution of this Agreement ("License Fee"). This Agreement shall automatically renew for an additional five (5) year term provided that the Licensee is in full compliance with this Agreement. Licensee shall give Village not less than sixty (60) days advance notice if it does not intend to renew the Agreement after the Initial Term.

Licensee shall install the Facilities and offer its services at all the locations identified in Exhibit B of this Agreement, including, but not limited to, all homes in the subdivisions of Woods of Wayne, Wayne Meadows, Lake Eleanor, and Bradford Park within two years after the date of this Agreement (the "Project").

In the event Licensee does not: (i) commence the Project within one (1) year after the date of this Agreement; or (ii) complete the Project within two (2) years after the date of this Agreement, then the Village in its sole discretion, may terminate this Agreement

which termination shall be effective five (5) days after written notice from the Village to Licensee, and the Village may pursue any and all remedies at law and equity. Licensee shall reimburse the Village for all legal and engineering fees incurred by the Village and not covered by the initial fee or the annual License Fee.

Following the first renewal term, this Agreement may be renewed by mutual agreement of the Parties for successive five (5) year terms provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal. The Licensee shall make written request for each renewal term of this Agreement at least sixty (60) days prior to the expiration of the current term.

Unless otherwise provided by law, each renewal shall be subject to a License Fee that will be determined at the time of each renewal but shall not exceed the prior term's License Fee plus the increase in the Consumer Price Index from the commencement of the prior term to the commencement date of the new term. In the event the Licensee chooses not to renew this Agreement or the Parties cannot agree upon an amount for the License Fee for any renewal term, the Agreement shall terminate and, if the Village so chooses and notifies the Licensee in writing of the decision, the Licensee shall remove its Facilities from all ROWs and restore all ROWs as required herein. The Licensee shall also be required to pay any applicable permit fees for each permit issued.

If the Village acts to impose a tax pursuant to the Illinois Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 et seq.) (SMTT Act) or any similar tax at any time, the Licensee shall, at its sole cost and expense and at no cost to the Village, collect such tax and remit payments in accordance with all applicable law. Licensee shall be solely responsible for the payment of all administrative costs, fees and expenses related to the process of collecting and remitting such tax. Licensee shall not impose any fees on the Village. The Licensee shall submit a report to the Village stating the amount of such tax collected within the Village monthly, all reports required by the IDOR, and such additional relevant information that the Village may reasonably require. If the Village imposes a tax under the foregoing provision, the parties agree that the License Fee shall no longer be due and owing by Licensee.

- 4) TITLE AND CONDITION OF ROWs: It is understood and agreed that the Village makes no representations, warranties, covenants, or assurances with respect to any one or more of the following: the location or condition of the title or any of the boundaries of the ROWs; the location or condition of the underground duct or conduit; the location or condition of any utilities or facilities in the ROWs; the location or condition of any other improvements, materials, or soils located on the ROWs; or the suitability of the ROWs for the Licensee's intended use.

Licensee shall conduct all licensed uses entirely at its own risk. Licensee acknowledges that the Village shall not provide any supervision, security, or protection in connection with any of Licensee's activities. The Village shall not be liable or responsible for any damage caused by fire, vandalism, or other casualty to, or for the destruction, loss, or theft of, any vehicle, fixture, equipment, material, supply, or personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of Village. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and

discharges and holds harmless the Village, its trustees, officers, employees and agents from any and all claims of every nature whatsoever, which Licensee may have at any time against the Village, its trustees, officers, employees, and agents, including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to any construction, installation, placement, operation, use, ownership, repair, maintenance, replacement, removal of the Facilities, or restoration of the ROWs, the condition of any of the ROWs, or the use by the Village or Licensee of any of the ROWs.

The Licensee hereby assumes all risks associated with the construction, installation, placement, operation, use, ownership, repair, maintenance and removal of the Facilities within the ROWs and suitability of the ROWs for its Facilities. The Licensee accepts the ROWs in an "As Is, Where Is" condition. The Licensee accepts any and all environmental conditions. The Village shall not be responsible or liable for any injury, damages, loss, costs, claims, actions, or judgments sustained or incurred by any person including, without limitation the Licensee's employees, or for any damage to, destruction, theft, or misappropriation of any property, relating in any way, directly or indirectly, to any of the Licensee's activities or obligations under this Agreement. The Village shall not be liable for any acts or omissions of the Licensee or any of the Licensee's employees, contractors, subcontractors, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Licensee.

- 5) LOCATION: The location of each of the Facilities shall be as reasonably approved by the Village through the issuance of permits. Such approval by the Village shall not be unreasonably withheld, conditioned, or delayed. The Village shall provide any maps, GIS files, KMZ maps, or similar files in the Village's possession to Licensee before Licensee submits its permits for use of the ROWs, if available. The Licensee shall furnish to the Village all "as built" plans upon completion of construction under a permit issued pursuant to this Agreement, and for all reconstruction, repair, relocation, and other work performed thereon, within ninety (90) days after completion of such work. Notwithstanding the foregoing, the Licensee shall not be required to provide "as built" plans for routine maintenance, reconstruction, or repair work performed. The Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROWs by the Village, by any utility, by the general public or by any other persons authorized to use or be present in or upon the public ROWs. The Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with this Section within thirty (30) days of the Village's written notice to Licensee of such noncompliance.
- 6) USE OF ROWS: In the Licensee's use of the ROWs and any work to be performed thereon, the Licensee shall comply with all applicable laws, ordinances, regulations and requirements of federal, state, county, and local regulatory authorities, including the applicable provisions of the Village of Wayne Municipal Code Title 7, Chapter 8 as may be amended from time to time ("Village ROW Standards"). In the event of a conflict between this Agreement and the Village ROW Standards, the terms of this Agreement shall control.

The Licensee shall use and occupy the ROWs to construct, install, operate, use, own, repair, maintain, and remove the Facilities, which shall be limited to underground conduit and fiber telecommunications cable where existing similar utilities are underground, and aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only, it being specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation and/or storage of debris or other material, or for any unsanitary or unhealthful purposes or for any other use not permitted by law including applicable use restrictions contained in the Village Municipal Code. All parts of the Licensee's Facilities shall be underground where feasible, where required by the Village's Municipal Code, and as determined by the Village based on existing conditions. Any unauthorized or impermissible use of the ROWs shall constitute a material breach of this Agreement.

The Licensee warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional or missile boring. If boring is not possible for installation of the required Facilities, the Licensee agrees to work with the Village to determine the method of installation to be used, and to obtain the permission of the Village. The Licensee should take all reasonable steps to avoid disturbing pavement for the installation, operation, repair, maintenance, or removal of its Facilities. To the extent that any such disturbance cannot be avoided, the Licensee shall, at its sole cost and expense, restore affected areas to their original condition following the installation of the Facilities as provided in Section 10 of this Agreement. All movement and any temporary storage of equipment and materials shall be confined to the area reasonably designated by the Village. Licensee shall not permanently store any equipment or materials in the ROW's unless authorized by a duly issued permit. The Licensee, at its sole cost and expense, shall remove and dispose of, in accordance with any applicable laws or regulations, all surplus excavated material, including but not by limitation, tree stumps and any other debris resulting from the construction, installation, operation, use, repair, maintenance, and removal of Facilities in the ROWs.

If the utility to be installed is within the right-of-way of another agency, documentation that a permit has been obtained from the other agency, such as IDOT or DuPage County, Kane County, or any other state or county permits may be required.

- 7) INSTALLATION, OPERATION AND MAINTENANCE: As a condition precedent to its right to access, construct, install, operate, use, repair, maintain, or attach any of its Facilities in any ROW, the Licensee shall, prior to occupying any ROW, submit a site specific permit application for each location, meeting the Village ROW Standards, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Village a permit for each location. The Village may request additional information if necessary to process the application. The Licensee shall also pay any applicable permit fees as required by law and the Village ROW Standards in addition to the fees specified in Section 3 hereof.

Unless otherwise provided by law, the Village reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensee's Facilities. All terms and conditions

contained in this Agreement shall be incorporated into each individual permit obtained for each location. The construction, installation, operation, use, repair, maintenance, and removal of the Facilities shall comply with all applicable ordinances, statutes, laws, or regulations.

The Licensee, in the performance and exercise of any of its authorizations and obligations under this Agreement, shall not obstruct or interfere in any manner with the Village ROWs, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities without the express written approval of the Village or the other owners, including franchisees, of the affected property. If the Licensee proposes to install its Facilities on a non-Village owned utility pole in the ROW, the Licensee shall submit its redacted written agreement with the franchisee or licensee which owns the existing utility pole as part of its permit application for the serving area.

Maintenance, repair, and upkeep of the Facilities within the ROWs shall be the responsibility of the Licensee at Licensee's sole cost and expense. Licensee shall maintain all Facilities in good and safe condition and in a manner that complies with all applicable federal, state, and local laws, regulations, and policies. The Licensee shall use due care to ensure that no damage, beyond reasonable wear and tear, is caused to the ROWs. The Licensee shall report any damage it causes to any affected party in writing within twenty-four (24) hours of being made aware of the damage. The Licensee shall reimburse the Village and any other party for reasonable damages caused by its employees, contractors, subcontractors, agents, representatives, or its Facilities.

The Licensee shall perform an inspection of all work locations 1 year after project completion for the purposes of identifying any hazards or repairs needed. The Licensee will submit a detailed report to the Village after the inspection identifying any findings from the inspection and take steps necessary to ensure that all hazards are corrected and structures at or above grade are in good repair.

In the event that the Village identifies a Facility or Facility structure that requires repair and notifies the Licensee, the Licensee will make all repairs for items considered a hazard within 12 hours of notification and final remediations within 5 days of initial contact, weather permitting. In the event that Licensee is not responsive to notification from the Village within this timeline, the Village may take the necessary steps to secure the hazard and invoice the Licensee directly for such remediation.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("Emergency Maintenance"), the Licensee may access the ROWs and commence such Emergency Maintenance work as required under the circumstances, provided the Licensee shall comply with the requirements for Emergency Maintenance set forth more particularly in Sec. 7-8-20 of the Village Code.

- 8) MARKING: Prior to and during any installation, relocation, or removal of any underground cables or utility lines, the Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by the Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

The Village shall have no obligation to mark the location of the Licensee's Facilities or any other facilities not owned by the Village. The Licensee agrees that it will become a member of J.U.L.I.E. as a requirement of this Agreement and that such a system is designed to alert the Licensee to planned work in the rights-of-way, so that the Licensee can mark the location of its facilities to avoid damage. The Village shall have no obligation to alert the Licensee to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system.

- 9) PUBLIC SAFETY: The Licensee or other persons acting on its behalf, at its sole cost and expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of any work in or affecting the ROWs or other property.

If the Village, in its reasonable discretion, determines that a particular use of the ROWs by the Licensee is, or will be, hazardous to the public or the property, the Licensee, upon written notice from the Village, shall install commercially reasonable safety devices or make commercially reasonable modifications at the Licensee's sole cost and expense to render the ROWs safe for, and compatible with, public use. In the event the Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROWs safe for the public, the Village may install such safety devices. In the event the Village installs such safety devices after the notice period has lapsed and without action by Licensee, the Licensee agrees to pay the actual costs of such improvements incurred by the Village, including but not limited to Village staff time, within forty-five (45) days of written demand, or the Village may terminate this License Agreement, with all rights of the Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the Village arising out of this Agreement and its termination.

- 10) RESTORATION OF ROWS: Within ten (10) days after initial construction operations have been completed and after each and every repair, performance of maintenance work, relocation, or removal of the Facilities, the Licensee, at its sole cost and expense, shall grade and restore all areas disturbed to a condition substantially similar to that which existed prior to the work in accordance with the Village ROW Standards. Upon a written request to the Village from the Licensee, the Village may extend this time period for good cause shown. If weather or other conditions do not permit the complete restoration required by this Section, the Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at the Licensee's sole cost and expense and the Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

For a period of twelve (12) months following any work in the ROWs by the Licensee or any person acting on the Licensee's behalf, the Licensee shall, at its sole cost and expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other Village property and for all repairs or damage to Village property caused by the Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence or intentional misconduct of the Village. All such restoration shall be

performed in accordance with the Village ROW Standards, and to the reasonable satisfaction of the Village.

The Licensee, at its sole cost and expense, shall restore any and all disturbed grass areas to a substantially similar condition as the areas were in prior to Licensee's work. The Licensee, at its sole cost and expense, shall properly backfill any and all open excavations necessary for the installation, repair, relocation, maintenance, or removal of the Facilities and shall replace any asphalt pavement or PCC concrete pavement or sidewalk with like-kind and quality of materials. The backfill settlement repair period shall be for five (5) years from the date of placing said backfill, during which time the affected areas shall be maintained by the Licensee at its sole cost and expense in a condition satisfactory to the Village. Upon receipt of notice from the Village indicating that maintenance is required, Licensee will perform the work within a commercially reasonable timeframe. To the extent that maintenance is required within a ROW that multiple licensees are under maintenance obligations for, Licensee shall only be obligated to pay its proportionate share of the maintenance costs. Village shall place in its other license agreements with other licensees the same or substantially similar language to ensure that Licensee is not paying more than its proportional share of the maintenance. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted by the Licensee and certified by the Village for compliance with Village construction standards. All restoration work shall be completed in accordance with the Village ROW Standards or other Village zoning or construction standards, whichever is more stringent and/or comprehensive.

In the event the Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other Village property as set forth above, the Village may make or cause to be made such restoration or repairs and first demand payment from the Licensee, who agrees to pay the actual costs of such restoration or repairs within forty-five (45) days of written demand and receipt by the Licensee of all invoices and documentation supporting the actual costs incurred by the Village, including but not limited to Village staff time and expense. In the event Licensee fails to make such payment, the Village may demand payment from the security posted by the Licensee.

- 11) ENVIRONMENTAL: The Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals, or disturb the topography of the ROWs in any manner without the prior written approval of the Village. The Licensee will take all reasonable steps to assure that the Licensee will not release any regulated material in violation of any federal or state environmental law on the ROWs. The Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with federal or state law, or directives of the appropriate oversight agency, a release of a regulated material in violation of a federal or state law occurring on any of the ROWs, to the extent such a release was caused by the Licensee. In the event of a release of a regulated material in violation of a state or federal law on the ROWs by the Licensee, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 16 shall apply.
- 12) DAMAGE TO THE LICENSEE'S FACILITIES: The Village shall not be liable for and the Licensee expressly waives any and all damages, liabilities and claims of any kind for any damage to or loss of the Licensee's Facilities within the ROWs except as may

be due to the negligence or willful misconduct of the Village, its employees, contractors, subcontractors, agents, or invitees.

- 13) LICENSEE FORM OF BUSINESS DISCLOSURE: The Licensee agrees to complete, execute, and maintain on file with the Village a current Disclosure Affidavit, attached as Exhibit A to this Agreement.
- 14) NO TRANSFER OR ASSIGNMENT: All of the covenants, agreements, conditions, and undertakings contained in this Agreement shall extend and inure to and be binding upon the administrators, representatives, successors and permitted assigns of the respective Parties hereto. During the term (including all renewal terms) of this Agreement, the 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; provided however, that the Licensee shall have the right, without the Village's prior written consent, but with prior written notice to the Village and submission of a revised Exhibit A, to assign or otherwise transfer this Agreement to any successor entity or affiliate or subsidiary of the Licensee, or to any entity into which the Licensee may be merged or consolidated or which purchases all or substantially all of the assets of the Licensee. Any such written consent required under this Section may not be unreasonably withheld, conditioned, or delayed. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is assigned or inures to a successor, or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, the Licensee shall, nevertheless, remain liable to the Village under the provisions hereof, until said Facilities herein authorized are removed or abandoned pursuant to this Agreement, and the public ROWs are restored as herein required. Acceptance of payment from an entity or person other than the Licensee shall not constitute a waiver of this provision. In all instances a successor Licensee shall provide the Village with updated insurance certificates and shall notify the Village Engineer of its legal identity, address, e-mail address, phone numbers, and the identity of its responsible representative to the Village.
- 15) INSURANCE:
 - a) Required coverage and limits. The Licensee shall secure and maintain the liability insurance policies specified by the Village in Section 7-8-8 of the Village ROW Standards insuring it as named insured and including the Village and its elected and appointed officers, elected officials, and employees as additional insureds as their interest may appear under this Agreement. The Licensee shall provide the Village with a blanket additional insured endorsement. The Licensee's insurance shall be primary, and any Village policies of insurance shall be deemed non-contributory. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to the coverages, limits, and additional specifications set forth in Section 7-8-8 of the Village ROW Standards.
 - b) Coverage increases. The foregoing minimum insurance coverages shall be increased upon thirty (30) day prior written request by the Village to the Licensee but no more frequently than once every three (3) years and only when increases

in coverage in a category become routine in the insurance industry in Illinois for the specified coverage. Written notice of a routine increase in coverage provided by the Village's Pool Insurance manager IRMA, or any successor manager, shall be prima facie evidence of a required increase. If the Licensee disagrees with the proposed increase it shall do so in writing no later than twenty-one (21) days after it receives notice of an increase, which writing shall explain the basis of the objection. If the Parties are unable to reach an agreement with regard to the amount of an increase, the Village and the Licensee's insurance companies shall select a qualified third person insurance manager who shall designate the amount of the coverage. Such designation shall be final, non-appealable, and binding for the next three (3) years and the Parties shall equally split the cost of the third-person insurance manager.

- c) Copies required. The Licensee shall provide copies of any of the policies required by this Section to the Village within ten (10) days following receipt of a written request therefor from the Village. Certificates of insurance in a form acceptable to the Village, noting the endorsements required hereunder, shall be submitted with each permit application required under Section 7 of this Agreement as evidence of the insurance coverage required herein.
- d) Upon receipt of notice from its insurer(s), the Licensee shall provide the Village with thirty (30) days' prior written notice of cancellation of any required coverage, the Licensee shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this Section. In the event that the Licensee fails to obtain or produce evidence of said replacement insurance or elect to self-insure as described in Subsection (e) of this Section, any permits issued pursuant to this Article shall, without any further notice, be null and void.
- e) Self-insurance. The Licensee may self-insure all or a portion of the insurance coverage and limit requirements required by the Village ROW Standards. The Licensee that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under Subsection (a) of this Section or the requirements of Subsections (c) and (d) of this Section. The Licensee that elects to self-insure shall provide the Village evidence acceptable to the Village, demonstrating its financial ability to self-insure the insurance coverage and limit required under the Village ROW Standards, such as evidence that the Licensee is a "private self-insurer" under the workers' compensation act. Self-insurance shall be primary, and any Village policies of insurance shall be deemed non-contributory. Self-insurance shall only be allowed with the Village's prior written approval which shall not be unreasonably withheld.
- f) Effect of insurance and self-insurance on Licensee's 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 or self-insurance required by this Section shall not be limited by such insurance policies, self-insurance, or by the recovery of any amounts thereunder.
- g) The Licensee shall make certain that all Supplements are covered by the insurance required by this Section 15.

- 16) INDEMNIFICATION: The Licensee shall defend, indemnify, and hold harmless the Village, its officers, agents, employees, and elected officials, from any injury, loss, damage, claim, demand, liability, cause of action, expense, fine, judgment, or settlement, together with all costs and expenses related thereto (including reasonable expert witness fees, attorney fees and any costs of suit or defense), arising from or in any manner associated with: (i) the use or occupancy of the Village's improvements or ROWs, by the Licensee or its employees, agents, or contractors; (ii) Licensee's exercise of any of its rights and privileges under this Agreement; (iii) Licensee's failure to comply with the Village ROW Standards, (iv) any violations of federal, state, county, and local laws and regulations by Licensee, or its employees, agents, or contractors; and (v) any breach by Licensee of any material term, condition or provision of this Agreement. The Licensee has no obligation to indemnify or hold the Village harmless against any liabilities or losses caused by the negligence or willful misconduct of the Village, its officers, agents, employees, and elected officials. The indemnification provisions set forth in this Section 16 of this Agreement shall remain in effect for any claims based on occurrences during the Term and any post-Term maintenance windows.
- 17) RESERVATION OF IMMUNITIES: Nothing in this Agreement shall be interpreted or constitute a waiver, release, or to otherwise compromise the Village's common law or statutory privileges or immunities, including all immunities granted pursuant to the Illinois Tort Immunity Act, 745 ILCS 10/1-101 et seq., which are fully reserved.
- 18) THIRD-PERSON BENEFICIARIES: Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village and/or the Licensee.
- 19) SECURITY: Prior to performing any work in the ROWs, the Licensee shall establish a security fund in the amount of Twenty-Five Thousand Dollars (\$25,000), which shall be provided to the Village in the form, at the Licensee's election, of cash, bond, or an unconditional letter of credit acceptable to the Village. This security fund shall serve as security for those purposes set forth in Section 7-8-10 of the Village ROW Standards, including, but not limited to the installation of the Facilities in compliance with applicable plans, permits, technical codes, and standards, the proper location of the Facilities as specified by the Village, restoration of the ROWs, and other property affected by the construction or to satisfy any claims or damages. The Village may draw on the letter of credit, bond, or cash for the reasons set forth in this Agreement and require replenishment by the Licensee in accordance with the Village ROW Standards.
- 20) DUTY TO PROVIDE INFORMATION: Within fifteen (15) days of a written request from the Village, the Licensee shall furnish any information requested that is reasonably related to this Agreement, the License granted hereunder, any permit issued hereunder, Licensee's performance of the terms of this Agreement, and any business activities related to the License or business operations of the Licensee in the Village.

- 21) NO ENCUMBRANCES: The Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or be filed against title to the ROWs. The Licensee, at its sole cost and expense, shall be responsible for the satisfaction and removal of any such encumbrance within ten days of receipt of notice of such encumbrance. The Licensee shall reimburse the Village for any and all attorney's fees, (including reasonable expert witness fees, attorney fees and any costs of suit or defense) incurred as a result of any encumbrances attached to or filed against any of the ROWs.
- 22) TAXES: Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities. The Village shall not be responsible for any taxes imposed due to this Agreement, the Project, or any other use of or activity on the ROWs by Licensee.
- 23) VIDEO PROGRAMMING: The Licensee shall notify the Village if it intends on providing television content over the Facilities to subscribers within the Village. If required by law, the Licensee will enter into a franchise or an open video system franchise agreement with the Village in the event the Licensee does provide television content over its Facilities.
- 24) REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES: Within one hundred and twenty (120) days following written notice from the Village, the Licensee shall, at its sole cost and expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Facilities within the ROWs whenever the Village has determined that such temporary or permanent removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, or the operations of the Village in or upon, the ROWs. In the event that relocation of any or all of the Facilities is required and the Village and the Licensee are unable to identify a feasible alternative to relocation within the one hundred and twenty (120) day period, then the Village may terminate this Agreement, without penalty or payment to the Licensee, solely with respect to the portion of the ROWs required by the Village for the above reasons or other public purposes.

In the event the Licensee is required to disconnect, relocate, remove, change, or alter the position of part or all of its Facilities from the ROWs and fails to do so within the time delineated herein, the Village may make or cause to be made such disconnection, relocation, removal, change, or alteration, and the Licensee shall be liable to the Village for all costs (including but not limited to Village staff time and expense) regarding same. The Village may either demand payment from the Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by the 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 the Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

Removal of Unauthorized Facilities: Within sixty (60) days following written notice from the Village, the Licensee shall either (i) present evidence that the facilities

were indeed authorized, or (ii) at its sole cost and expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs. A facility is unauthorized and subject to removal in the following circumstances:

- 1) Upon expiration or termination of this Agreement or any permit obtained by the Licensee, unless otherwise permitted by applicable law;
- 2) If the facility was constructed or installed without the prior grant of a license, permit, or both;
- 3) If the facility was constructed, installed, operated, used, repaired, or maintained in violation of this Agreement, the Village ROW Standards, or any applicable law, and if not otherwise approved in writing by the Village; or
- 4) If the facility was constructed, installed, operated, used, repaired, or maintained at a location not permitted by any permit obtained by the Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty to the Village in the sum of One Thousand Dollars (\$1,000.00) 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.

Underground Relocation of Facilities: The Licensee shall, within a reasonable amount of time after the issuance of a permit following request of the Village, remove, modify, or relocate to underground all Facilities installed within the ROWs. The Licensee shall bear all costs and expenses associated with the underground relocation, including but not limited to excavation, installation, maintenance, and restoration of any affected areas. The Licensee shall obtain all necessary permits and adhere to all federal, state, county, and local regulations while implementing the underground infrastructure. The Village retains the right to make such requests for underground relocation when deemed necessary, at the sole discretion of the Village, for aesthetic, safety, or environmental reasons.

Emergency Removal or Relocation of Facilities: The Village retains the right and privilege to disconnect, cut, move, remove, or otherwise alter any part of the Licensee's Facilities located within the ROWs of the Village, as the Village may reasonably determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the Village shall attempt to notify the Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify the Licensee after cutting or removing any part of the Facilities by calling Licensee's NOC, whose phone number can be found in Section 27 below.

- 25) TERMINATION: The Village may terminate this Agreement and the License granted herein for any of the following reasons:

- 1) Failure to cure a breach of this Agreement or noncompliance with the Village ROW Standards after receipt of written notice and a thirty (30) day cure period. In instances where a cure has been commenced, but cannot reasonably be completed within the thirty (30) day cure period, the cure period may be extended by mutual agreement of the Parties; or
- 2) The Licensee's physical presence or presence of the Licensee's Facilities on, over, above, along, upon, under, across, or within the ROWs presents a direct or imminent threat to the public health, safety, or welfare, as determined by the Village; or
- 3) The Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans.
- 4) Licensee made fraudulent, false, misleading, misrepresenting, or materially incomplete statements in any permit application.
- 5) Licensee fails at any time to respond to requests from the Village to correct deficiencies within time limits set forth herein.

Upon termination of this Agreement for any reason, the Licensee shall, within one hundred and eighty (180) days of written notice from the Village, remove its Facilities from all ROWs and restore all ROWs as required herein other than any Facilities which the Village may permit in its sole discretion to be abandoned in place.

The Licensee may terminate one or more of the Facilities locations pursuant to this Agreement by giving at least thirty (30) days advance written notice. The Licensee will not be subject to any penalty or fee for terminating such Facilities location prior to the end of the term of this Agreement.

- 26) NO WAIVER: All waivers of any of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Village or the Licensee. 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.
- 27) NOTICES: All notices hereunder shall be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice) and notice shall also be sufficient by email to either Party as of the date of transmission if submitted during the receiving Party's business hours, or on the subsequent business day if submitted after the receiving Party's business hours or on a non-business day.

VILLAGE (LICENSOR):
Village of Wayne
Attn: Village Clerk

5N430 Railroad St.
Wayne, IL 60184
Email: clerk@villageofwayne.org

Courtesy Copy to:
Steven B. Adams
Robbins Schwartz
190 S. LaSalle Street Suite 2550
Chicago, Illinois 60603
sadams@robbins-schwartz.com

LICENSEE:
Lumos Fiber of Illinois, LLC
4100 Mendenhall Oaks Pkwy, Suite 300
High Point, NC 27265
Attn: Josh Many, SVP – OSP Construction & Engineering
Email: Josh.Many@lumosfiber.com

Courtesy Copy to:
General Counsel at legal@lumosfiber.com

LICENSEE NOC PHONE NUMBER: (336) 886-3630

Either Party may change the addressee and/or location for the giving of notice to it by providing thirty (30) days' prior written notice to the other Party.

Notice by certified mail or commercial courier shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 28) 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.
- 29) LAW AND VENUE: This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the Village and Licensee shall be DuPage County, Illinois.
- 30) SECTION HEADINGS: The Section headings and references are for the convenience of the Parties and are not intended to limit, vary, define, or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.
- 31) INTEGRATION: This Agreement together with all exhibits, attachments, and materials referenced herein, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein

or incidental hereto, and supersedes all prior negotiations and previous agreements between the Parties with respect to all or any part of the subject matter hereof.

- 32) AMENDMENTS: No oral changes or modifications of this Agreement shall be permitted or allowed. This Agreement, and any exhibit attached hereto, may be modified or amended only by written instrument properly executed by the Licensee and the Village or their successors in interest except in the limited instances where this Agreement allows minor modifications. Execution of any amendment by the Village shall first have been authorized by the ordinance or resolution duly adopted by the Board of Trustees of the Village of Wayne.
- 33) SUCCESSORS AND ASSIGNEES: The terms and conditions of this Agreement shall apply to and bind and inure to the benefit of the Village, the Licensee and Village-approved successors and assignees.
- 34) REMEDIES. Upon the occurrence of any default or breach of any of the terms, conditions, covenants, or undertakings of this Agreement, the non-defaulting Party shall, have the right, subject to any applicable notice and cure provision contained herein: (i) terminate this Agreement; (ii) bring an action at law or in equity against the defaulting Party as permitted by law, including, without limitation, an action (a) for damages, injunctive relief or specific performance, (b) for judgment or for the payment of money and the collection thereof, (c) for any combination of the remedies permitted hereunder, and (d) for any other relief which the non-defaulting Party may deem necessary or appropriate.
- 35) AUTHORITY TO EXECUTE: The individual officers of the Village and the Licensee who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and to cause, perform, and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing authority.

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

LICENSOR:

Village of Wayne, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE:

Lumos Fiber of Illinois, LLC

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

BUSINESS DISCLOSURE AFFIDAVIT

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

**BUSINESS DISCLOSURE AFFIDAVIT
VILLAGE OF WAYNE**

The undersigned, _____, having been duly sworn on oath, states as follows:

1. That this affidavit is made in support of Lumos Fiber of Illinois, LLC's (the "Licensee") desire to construct, install, attach, operate, repair, maintain, and remove fiber telecommunications facilities in and/or upon the Village's public rights-of-way (the "ROWS") within the Village's boundaries.
2. That the Licensee is a validly existing limited liability company that remains in good standing with and is organized under the laws of the State of Illinois.
3. That Licensee's registered business address is located at 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265; and the following is an exhaustive true and accurate list of all Members:

Gridiron Fiber License, LLC is the sole member of Lumos Fiber of Illinois, LLC.

4. That Licensee is certified and authorized by all applicable governmental agencies to construct, install, attach, operate, repair, maintain, and remove fiber telecommunications facilities in and/or upon the Village's public ROWs.
5. That Licensee will, at all times, remain in compliance with all applicable Federal, State, and Local Laws, Ordinances, Resolutions, and Rules and Regulations.
6. Under penalty of perjury, Licensee certifies that 99-4021296 is its correct Federal Taxpayer Identification number.
7. That the undersigned is an authorized representative of Licensee with the authority to make this affidavit and has had the opportunity to review the foregoing statements with legal counsel.

By : David Smith

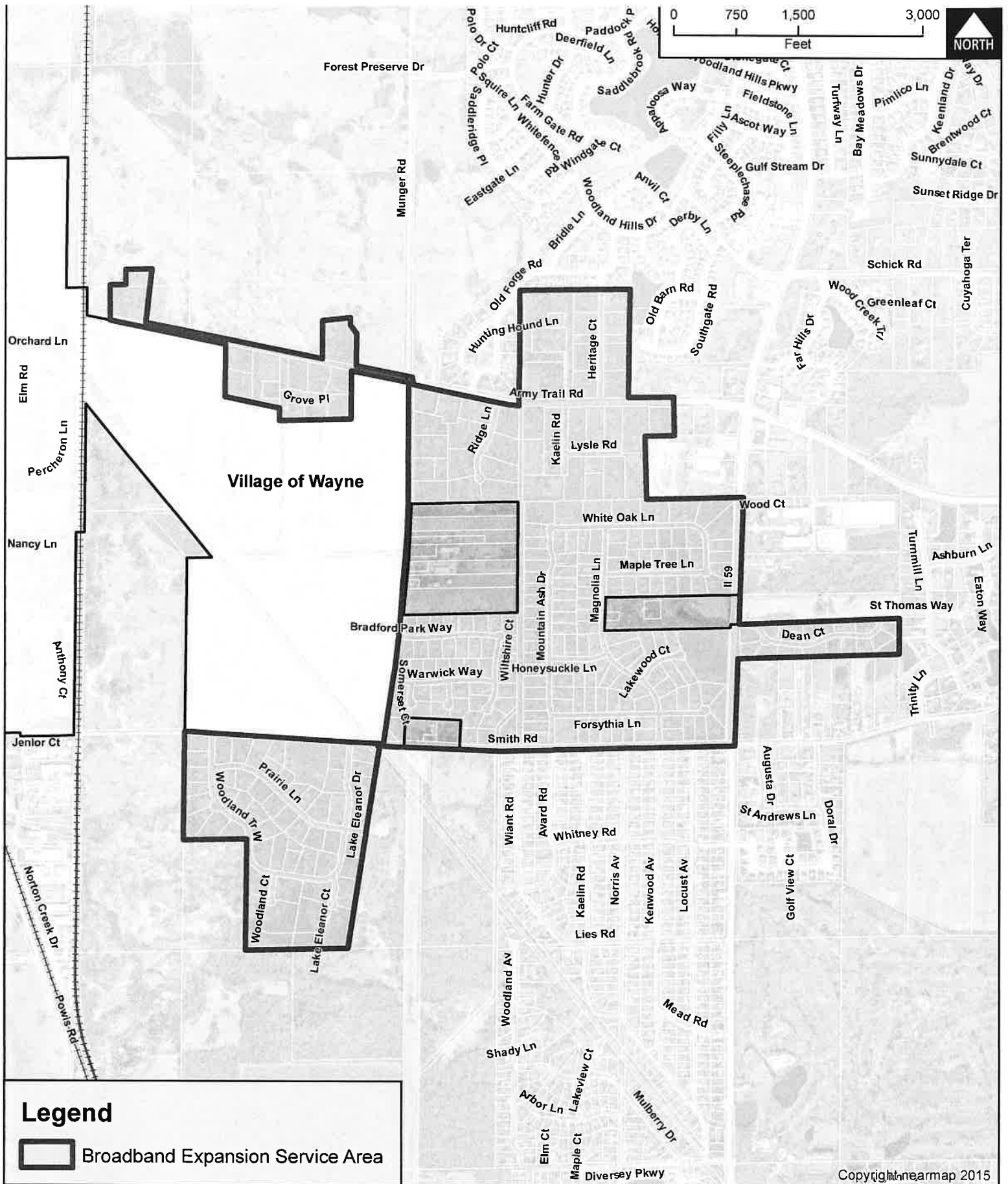
Its : Chief Network Officer

Date : _____

SUBSCRIBED and SWORN to
before me this _____ day of

_____ 202__.

Notary Public



Legend

Broadband Expansion Service Area

CLIENT:



VILLAGE OF WAYNE

TITLE:

SERVICE AREA MAP

Copyright: nearmap 2015

CB **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN		SCALE:	1:18,000
DWN	DRW	AUTHOR:	DWALTERS
CHKD		PLOT DATE:	5/15/2025
FILE	Service Area Map		

EXH B