

RESOLUTION NO. 26-R-10

A RESOLUTION AUTHORIZING EXECUTION OF AN UMBRELLA LICENSE AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND DELTA COMMUNICATIONS LLC dba CLEARWAVE FIBER

WHEREAS, Article VII, entitled "Construction of Utility Facility in the Rights-of-Way", of the City Code establishes policies and procedures for constructing facilities on rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city rights-of-way and the city as a whole; and

WHEREAS, Section 82-386(d) of the City Code sets forth provisions for the City to enter into a license agreement in order to allow for the privilege of a utility locating their facilities on, over, above, along, upon, under, across, or within the city rights-of-way; and

WHEREAS, Delta Communications, LLC dba Clearwave Fiber, desires to construct fiber optic cables within the City right-of-ways in order to provide high-speed internet services to City residents; and

WHEREAS, the form and substance of a certain Umbrella License Agreement (the "Agreement"), between the City of Rolling Meadows (the "City") and Delta Communications, LLC dba Clearwave Fiber (the "Licensee"), for use of City rights-of-way for the installation, operation and maintenance of telecommunication facilities, as set forth in the form of the Agreement is attached to this Resolution; and

WHEREAS, the City Manager and City Clerk are hereby authorized and directed to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution; and

WHEREAS, the proper officials, agents and employees of the City are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the City in accordance with the provisions of the Agreement; and

NOW THEREFORE, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

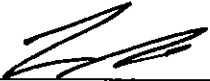
Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County,
Illinois this 27th day of January, 2026.

AYES: Boucher, Reyez, Koehler, McHale, Budmats, O'Brien, Vinezeano

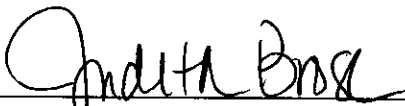
NAYS: 0

ABSENT: 0



Lara Sanoica, Mayor

ATTEST:



Judith Byose, Deputy City Clerk

UMBRELLA LICENSE AGREEMENT

THIS UMBRELLA LICENSE AGREEMENT ("**Agreement**") is entered into by and between the City of Rolling Meadows, an Illinois home rule municipal corporation ("**City**"), and Delta Communications, LLC dba Clearwave Fiber, an Illinois Limited Liability Company ("**Licensee**"), for the use of City's rights-of-way by Licensee for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the City is the exclusive owner of certain public rights-of-way ("**ROW**"), and has approved official standards for the construction of facilities on the public rights-of-way; and

WHEREAS, the City, pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970 and applicable statutes, is authorized to grant, renew, and revoke licenses for the use of the public rights-of-way for the installation, operation, and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, Licensee intends to construct, install, operate, and maintain telecommunications facilities in and/or upon the City's public rights-of-way, which may include facilities to provide fiber-to-the-home internet services for the City's residents, businesses, and institutions; and

WHEREAS, the City desires to allow Licensee to utilize the ROW for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Corporate Authorities of the City have determined that the establishment of an Umbrella License Agreement with Licensee for Licensee's telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring Licensee to receive the City Council's approval for each site-specific permit it proposes to undertake; and

WHEREAS, 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 above stated recitals and the mutual covenants and promises hereinafter contained, the Licensee and the City agree as follows:

ARTICLE I: THE LICENSE

1. **Recitals.** The above recitals are hereby incorporated into this Agreement as if fully set forth in this Section.
2. **Grant of Non-Exclusive License.**
 - A. License Generally. For and in consideration of the mutual covenants herein, and subject to the City Code of Ordinances ("**City Code**") and all

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applicable laws, statutes, codes, ordinances, resolutions, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over Licensee's operations, each as may be amended from time to time (collectively, the "**Requirements of Law**") and the terms of this Agreement, the City grants a non-exclusive revocable license ("**License**") to Licensee for the use of the ROW to install, operate and maintain telecommunications equipment ("**Facilities**").

B. Title Condition of ROW.

- i. As-Is Condition; No Warranty by City. It is understood and agreed that the City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROW; the condition of the underground duct or conduit; other utilities or facilities in the ROW; any other improvements or soils located on the ROW; or the suitability of the ROW for Licensee's intended use. Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROW and suitability of the ROW for its Facilities. Licensee accepts the ROW in an "**AS IS, WHERE IS**" CONDITION, including any environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the ROW.
- ii. No Encumbrances by Licensee. 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 ROW.

C. No Property Interest; Subordinate Use. The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROW, but shall be deemed to be a license only to use and occupy the ROW for the limited purposes stated herein. In the event of default by Licensee, the City shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. The rights granted to Licensee by the City are and shall be at all times subordinate to the City's right to ingress and egress and use of the public ROW.

D. Non-Exclusive License. This Agreement and the License granted by this Agreement shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the City's municipal boundaries.

E. Licensee's Use of Other Entity ROW. If Licensee intends to use the public right of way of any other governmental entity for installation of its Facilities,

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it shall be Licensee's responsibility obtain all other required permits or agreements from such entity regarding such use.

3. **Term.** The term of this Agreement shall be for a period of ten (10) years, beginning on the date it is approved by the City Council ("**Effective Date**") and ending ten (10) years thereafter ("**Initial Term**"). This Agreement shall automatically renew for successive five (5) year terms provided that Licensee is in compliance with the requirements of the City's code and terms and conditions herein ("**Renewal Terms**"). This Agreement may be terminated by either party at the end of the Initial Term or then current Renewal Term by providing ninety (90) days' advanced notice of termination to the other party.
4. **Fees and Taxes.**
 - A. Initial Fee. Licensee shall pay an initial fee of TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00) upon execution of this Agreement ("**Initial License Fee**").
 - B. Option A - SMTT. Thereafter, for so long as (a) the City imposes a Simplified Municipal Telecommunications Tax pursuant to Article IX of Chapter 82 of the City Code (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time ("**SMTT**"), and (b) Licensee collects and remits said tax to the City, no additional recurring annual fees or other amounts shall be due to the City for the use and occupancy of the ROW. On no less than a quarterly basis, Licensee shall submit in writing a confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the City's Finance Department via USPS or electronic mail and it shall include the Licensee's name, the contact information for the person or department responsible on behalf of Licensee for answering any questions related to the remittance, period of remittance and amount remitted.
 - C. Option B – Annual Fee. If at any time the SMTT is no longer imposed by the City or remitted by Licensee, unless otherwise prohibited by law, Licensee shall pay an annual fee ("**Annual Fee**") as follows: The Annual Fee shall be FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$5,000.00) as of the Effective Date and shall automatically increase by three percent (3%) on each anniversary of the Effective Date, compounding annually. This annual escalation continues throughout the term regardless of whether the Annual Fee or SMTT is in effect during any given period. Annual Fee payments are due on or before each anniversary of the Effective Date during any period when the Annual Fee applies. Late payments shall include a ten percent (10%) late fee. For any partial year during which there is a transition between the SMTT and Annual Fee payment methods, the Annual Fee shall be prorated using the escalated

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Annual Fee amount in effect on the date of transition. Such prorated payment or refund is due within thirty (30) days of the transition.

- D. Permit Fees & Reimbursement Required. In addition to the Initial License Fee, and, as applicable the SMTT or the Annual Fee, Licensee shall also be required to pay any applicable permit fees for each permit applied for and/or issued. Licensee shall reimburse the City for any actual, reasonable third-party costs incurred for engineering review, inspections, or restoration oversight.
- E. 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 hereinafter lawfully imposed on it relative to its use of the ROW or its operation of the Facilities, including, without limitation, the SMTT.

ARTICLE II: FACILITY CONSTRUCTION AND OPERATIONS

5. Permit Requirements for Facilities.

- A. Generally. As a condition precedent to its right to access, use or attach any of its Facilities, Licensee shall, prior to occupying any area, submit a site-specific permit application for each location, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Director of Public Works or their designee a site-specific permit for each location.
- B. Incorporation of Terms. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location in addition to any other permit-specific conditions.
- C. Denial, Suspension, or Revocation of Permits. Unless otherwise provided by law, the City may deny approval of any permit application if it determines that the available space within the ROW is inadequate to accommodate the Licensee's Facilities. In addition, and without limiting any other rights under the ROW Regulations, the City may suspend or revoke any permit issued under this Agreement if the Licensee fails to complete or perform work required under any other permit issued by the City.
- D. Permit Size. All of Licensee's permit applications will be limited to 5,000 linear feet of installation or as otherwise determined to be reasonable by the Director of Public Works or their designee.
- E. Proof of Authority to Locate. In the event of a dispute with the owner of private property or other utilities, upon request, evidence of Licensee's rights to occupy or utilize private property or utilities' facilities shall be provided to the City. Further, if Licensee proposes to install its Facilities on a non-City owned utility pole in the ROW, Licensee, upon request, shall

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submit evidence of its authority to occupy the existing pole as part of its site-specific permit application.

- F. **Non-ROW Locations.** Notwithstanding the foregoing, permit applications submitted to the City by Licensee may identify locations that are outside of the ROW, thus being outside the scope of this Agreement and the City's authority to permit work in such locations ("**Non-ROW Locations**"). Non-ROW Locations may include, but are not limited to, public utility easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of Licensee's facilities in Non-ROW Locations, the City specifically disclaims any and all warranties and representations related to Licensee's authority to enter or install facilities in such Non-ROW Locations. Further, any permit issued by the City in connection with a permit application submitted by Licensee that identifies Licensee's installation of facilities in Non-ROW Locations shall not be considered or construed to be a City grant of permission or authority to Licensee to access such Non-ROW Locations or otherwise grant Licensee authority to install its facilities in such Non-ROW Locations. It is Licensee's sole responsibility to identify and obtain permission from the owners of all Non-ROW Locations to enter such Non-ROW Locations, and the City shall have no duty or obligation to provide said Non-ROW Location owners any information or opinions concerning Licensee's ability to enter upon Non-ROW Locations. In accordance with the provisions of this Agreement, Licensee agrees to indemnify, defend and hold the City harmless from any and all claims related to Licensee's anticipated or actual entrance to Non-ROW Locations, damage to Non-ROW Locations, installation of facilities in Non-ROW Locations, or otherwise in connection with Non-ROW Locations.

6. Location of Facilities.

- A. **Generally.** The location of the Facilities shall be as approved by the City's Director of Public Works or his or her designee.
- B. **As-Built Submissions.** Licensee shall provide the City with an accurate map and digital GIS data "as built" certifying the proposed locations of the Facilities within the ROW each time it submits a permit application. Within thirty (30) days of completion of work under any permit, Licensee shall provide an updated map and GIS data "as built" reflecting actual installed locations. GIS data shall be provided in a format compatible with the City's GIS system (currently ESRI ArcGIS shapefile or geodatabase format), shall use State Plane Coordinates (Illinois East Zone, NAD 83), and shall include facility depth, material specifications, installation date, and unique facility identifiers. All location data shall be accurate to within twelve (12) inches horizontally and six (6) inches vertically.

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- C. Relocation of Non-Compliant Facilities. Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements.
- D. No Interference. Unless otherwise stated on a permit issued by the City, Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROW by the City, by any utility, by the general public or by other persons authorized to use or be present in or upon the ROW.

7. Use of ROW.

- A. Generally. In its use of the ROW and any work to be performed thereon, Licensee shall comply with all Requirements of Law including, without limitation: Chapter 82 of the City Code ("Right-Of-Way Management"), Chapter 114 of the City Code ("Vegetation"), and the City's published Engineering Details and Standards, each as may be amended from time to time (collectively, the "**City ROW Regulations**"). Licensee may seek variances or exceptions to the City's ROW Regulations on a case-by case basis from the City's Director of Public Works or their designee.
- B. Non-Interference. The Licensee, in the performance of an exercise of any of its authorizations and obligations under this Agreement shall not obstruct or interfere in any manner with the ROW, 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 City or the other owners, including franchisees, of the affected property.
- C. Damage to ROW. Licensee shall use due care to ensure that no damage, beyond reasonable wear and tear, is caused to the ROW. The City 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.
- D. Unauthorized Use Prohibited. Any unauthorized or impermissible use of the ROW shall be deemed to be a material breach of this Agreement.
- E. Site Management and Cleanup. All movement and storage of equipment and materials shall be confined to the area designated by the City as shown on the approved permit. All surplus excavated material shall be removed from the ROW and disposed of in accordance with any applicable laws or regulations. All tree stumps, and other debris resulting from construction operations shall be removed from the ROW. The ROW shall not be used for the burning of refuse, the accumulation or storage of debris or other material, or for any unsanitary or unhealthful purposes.

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- F. Environmental. Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROW in any manner without prior written approval of the City. Licensee will take all reasonable steps to assure that Licensee will not release any regulated material in violation of any Federal or State environmental law on the ROW. Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a Federal or State law occurring on the ROW, to the extent such a release was caused by Licensee. In the event of a release of a regulated material on the ROW by Licensee in violation of a Requirement of Law, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 18 shall apply.

8. Installation, Operation and Maintenance of the Facilities.

- A. Generally. The installation, operation and maintenance of the Facilities shall comply with all Requirements of Law. All work must be performed in a good and workmanlike manner. Licensee is solely responsible for and must keep the Facilities safe and in proper working condition.
- B. Underground Installation Required. Licensee shall use and occupy the ROW to install, operate and maintain the Facilities, which shall be limited to underground conduit and fiber optic telecommunications cable where existing similar utilities are underground, provided however, Licensee shall have the option of installing aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only. All components of Licensee's Facilities shall be underground except in areas where existing similar utilities are aerial.
- C. Directional Boring Required. Licensee warrants that the installation of the Facilities will be performed by directional boring and not trenching. If directional boring is not possible for installation of the required Facilities, Licensee shall obtain the Public Works Director or their designees' permission to use an alternate method of installation. With the exception of any J.U.L.I.E. locates, Licensee shall not disturb any pavement for the installation, operation, maintenance or removal of its Facilities.
- D. Public Notification Requirements Prior to Work.
- i. Notice Required. Except in emergencies, Licensee shall provide written notice to residents or business owners whenever access to a property or utility service will be affected, including work in the right-of-way adjacent to the property or within an easement. Letters must be delivered at least 24 hours in advance of work, 48 hours in advance if work requires a lane closure or driveway obstruction,

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and supplemental notices are required if schedules change due to weather or other unforeseen circumstances. Licensee must postpone work if advance notice is not provided pursuant to this Section.

- ii. Form of Notice. Notices must be typed on standard 8.5-inch by 11-inch letterhead; include the name, address, and phone number of the person in charge; and be posted visibly on non-painted surfaces using painters' tape or equivalent, except distribution via mailbox is permitted if USPS regulations are followed.
 - iii. Contents of Notice. Notices must specify: the start date and time of work, anticipated duration (not exceeding one week), instructions for resuming normal access, designated parking locations, confirmation that the City Police Department has authorized overnight parking (which shall be Licensee's responsibility to secure), door-to-door contact prior to work, Licensee's contact information for questions, and documentation of easement access rights if applicable.
- E. Public Safety & Traffic Control. Licensee or other person acting on its behalf, at its own 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 ROW or other property. All traffic control shall conform to the latest edition of the Manual Uniform on Traffic Control Devices (MUTCD). If the City, in its reasonable discretion, determines that a particular use of the ROW by Licensee is, or will be, hazardous to the public or property, Licensee, upon written notice from the City, shall install commercially reasonable safety devices or make commercially reasonable modifications at Licensee's sole expense to render the ROW safe for, and compatible with, public use. In the event 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 ROW safe for the public, the City may install such safety devices. In the event the City installs such safety devices, the Licensee agrees to pay the actual costs of such improvements upon written demand, or the City may terminate this Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the City arising out of this Agreement and its termination.
- F. Emergency Maintenance. Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("**Emergency Maintenance**"), Licensee may access the ROW and commence such Emergency Maintenance work as reasonably required under the

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circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the City ROW Regulations.

G. J.U.L.I.E. Marking of Underground Utilities.

- i. Use by Licensee. Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROW to be occupied by Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*). The City shall have no obligation to mark the location of Licensee's Facilities.
- ii. Participation by Licensee. Licensee shall participate in J.U.L.I.E. while this Agreement is in effect. Licensee acknowledges that such a system is designed to alert Licensee to planned work in the ROW so that Licensee can mark the location of its facilities to avoid damage. The City shall have no obligation to alert Licensee to proposed work by itself or others other than as a participating member of the J.U.L.I.E. system.

9. Restoration of ROW.

- A. Initial Restoration. Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of Facilities in a particular location, Licensee shall, at its sole cost and expense, grade and restore all areas disturbed by construction operations to a condition substantially similar to that which existed prior to the work. This time period may be extended by the City for good cause shown.
- B. Temporary Restoration. If weather or other conditions do not immediately permit the complete restoration required by this Section, Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at Licensee's sole cost and expense and Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.
- C. Restoration Work Maintenance Period. For a period of twelve (12) months following any work in the ROW by Licensee or any person acting on Licensee's behalf, except for backfilling which shall be a five (5) year period, Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROW or any other City property and for all repairs or damage to City property caused by Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence of the City. All such restoration shall be

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performed in accordance with the City ROW Regulations and to the reasonable satisfaction of the City. Disturbed grass areas shall be restored with sod or grass seed and mulch. Licensee shall coordinate with the City's Director of Public Works or their designee to determine which solution will be deployed on a case-by-case basis.

- D. Backfill and Backfill Maintenance Period. All open excavations necessary for the installation, repair, relocation, maintenance or removal of the Facilities shall be properly backfilled, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality 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 Licensee at its sole expense in a condition satisfactory to the City. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the City to comply with the City construction standards.
- E. City's Right to Restore 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 or other City property as set forth above, the City may make or cause to be made such restoration or repairs and either demand payment from Licensee, who agrees to pay the actual and reasonable costs of such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

10. Removal, Relocation, or Modifications of Utility Facilities.

- A. Required Relocation or Modification. Within sixty (60) days after receiving written notice from the City, Licensee shall, at its sole cost and expense, protect, support, temporarily or permanently disconnect, remove, relocate, change, or otherwise alter the position of any portion of its Facilities within the ROW when the City determines that such work is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement, or for other City operations, in or upon the ROW. If the required work cannot reasonably be completed within the sixty (60) day period, and Licensee commences such work within that period and thereafter diligently prosecutes it to completion, the City may grant an extension of time, not to exceed an additional one hundred twenty (120) days. The City may assess to Licensee any reasonable costs incurred by the City in connection with an extension requested by, or otherwise necessitated by, Licensee.

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- B. No Feasible Alternative. In the event that relocation of any or all of the Facilities is required and the City and Licensee are unable to identify a feasible alternative to relocation within the sixty (60) day period, then the City may terminate this Agreement, without penalty or payment to Licensee, solely with respect to the portion of the ROW required by the City for the above reasons or other public purposes.
- C. Failure to Comply; Relocation by City. If Licensee fails to perform any relocation, removal, protection, support, modification, or other required work under this Section within the applicable time period, the City may perform the work or cause the work to be performed. Licensee shall reimburse the City for all reasonable, actual, and documented costs incurred by the City in performing such work. Payment shall be due within thirty (30) days after Licensee's receipt of an invoice and supporting documentation.
- D. No Compensation. Licensee acknowledges and agrees that no compensation, damages, or claim of any kind shall be due from the City to Licensee on account of any relocation, removal, modification, disconnection, protection, support, or alteration of the Facilities performed under this Section, whether performed by Licensee or by the City, except to the limited extent required by applicable law. Licensee expressly waives any such claims.
- E. Emergency Removal or Relocation of Facilities.
- i. The City retains the right and privilege to disconnect, cut, move or remove any part of Licensee's Facilities located within the ROW of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency.
 - ii. If circumstances permit, the City shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify Licensee after cutting or removing any part of the Facilities.
 - iii. In the event Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Facilities from ROW and fails to do so within the time required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and Licensee shall be liable to the City for all costs regarding same. The City may either demand payment from Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within

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thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

11. Unauthorized Facilities.

- A. A facility is unauthorized and subject to removal in the following circumstances:
- i. Upon expiration or termination of this Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
 - ii. If the facility was constructed or installed without the prior grant of a license or permit;
 - iii. If the facility was constructed, installed or maintained in violation of this Agreement or the City ROW Regulations; or
 - iv. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.
- B. Removal of Unauthorized Facilities. Within sixty (60) days following written notice from the City, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROW, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the City, not to exceed thirty (30) days, to complete such work.
- C. Liquidated Damages. Immediately if the Licensee installs its Facilities in a ROW without a permit for that location, or in other circumstances if unauthorized Facilities shall remain in the ROW beyond the time periods prescribed by this Section, the Licensee agrees to pay stipulated liquidated damages to the City in the sum of FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$5,000.00) PER MONTH, it being understood and agreed between the City and Licensee that it would be difficult to quantify the damages sustained by the City and the public from violations of this Section. Payment shall be due on the first day of each calendar month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment shall not excuse noncompliance with this Agreement or authorize the presence of the Facilities in the specific site without a permit.
- D. No action or inaction by the City with respect to unauthorized use of any ROW shall be deemed to be a ratification of an unauthorized use.
- E. The provisions of this Section shall survive the termination of this Agreement.

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ARTICLE III: INSURANCE AND INDEMNIFICATION

12. **Indemnity & Hold Harmless.** To the fullest extent permitted by law, Licensee shall **INDEMNIFY, HOLD HARMLESS**, and at the election of the City **DEFEND** with counsel of the City's choice the City, its governing body members, officials, officers, employees and agents including independent contractors, consultants, and legal counsel (collectively, the "***Indemnified Parties***") from and against all third party 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 Facilities or Licensee's use of the ROW, Licensee's potential or actual use of Non-ROW Locations, and in providing or offering service over the Facilities. 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 an Indemnified Party 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 an Indemnified Party for its own negligence or willful misconduct. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder and shall survive termination of this Agreement. This indemnification shall not be construed to waive any defense or immunity available to an Indemnified Party.
13. **Waiver of City Liability.**
- A. The Indemnified Parties shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities within the ROW as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROW by or on behalf of the City, with the exception of any loss, cost or damage proximately caused by the City's willful misconduct.
 - B. The Indemnified Parties shall not be liable to the Licensee or its customers for any interruption of service to the Licensee or interference with the Licensee's Facilities for any reason whatsoever.
14. **Minimum Insurance.** Licensee shall cause to be issued and maintained, each at its sole expense, the following minimum levels of insurance until the Facilities are removed from the ROW and the ROW have been properly restored as required herein:

Workers Compensation - Statutory limits.

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Employers Liability - One million dollars (\$1,000,000) per employee and One million dollars (\$1,000,000) each accident.

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:

Five million dollars (\$5,000,000) for bodily injury or death to each person;

Five million dollars (\$5,000,000) for property damage resulting from any one accident.

Automobile Liability for all owned, hired and non-owned automobiles: One million dollars (\$1,000,000) each accident.

Professional Liability - Five million dollars (\$5,000,000).

If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

Prior to commencing work on the Facilities, Licensee shall furnish the City with the appropriate Certificates of Insurance and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the Indemnified Parties as additionally insured. Such insurance 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. 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 Indemnified Parties.

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 canceled, materially changed, non-renewed or restrictive

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modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City 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 City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

15. **Security Fund.** Prior to performing any work in the ROW, Licensee shall establish a security fund in the amount of TWENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$25,000.00), which shall be provided to the City in the form, at the Licensee's election, of surety bond, cash or an unconditional letter of credit acceptable to the City ("**License Security**"). The License Security shall serve as security for those purposes set forth in the City ROW Regulations, including, without limitation: 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 City, restoration of the ROW and other property affected by the construction or to satisfy any claims or damages. The City may draw on the License Security for the reasons set forth in the City ROW Regulations and require replenishment by Licensee in accordance with the City ROW Regulations. The License Security shall be in addition to any additional security required to be deposited with the City in connection with any permit in accordance with the City ROW Regulations, the City Code, or the City's ordinances.

ARTICLE IV: TERMINATION AND TRANSFER

16. **Termination.** The City may terminate this Agreement and the License granted herein for any of the following reasons:
- A. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
 - B. Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans;
 - C. Failure to provide the required traffic control and to respond to requests from the City to correct such deficiencies within a reasonable time frame;
 - D. Failure to cure a breach of this Agreement or noncompliance with the ROW Regulations or applicable Requirements of Law after receipt of written notice and a thirty (30) day cure period;
 - E. If Licensee ceases operations within the City or does not use the Facilities to provide telecommunications services within the City for six consecutive months without justification;

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- F. If Licensee becomes insolvent; files for bankruptcy; has an involuntary bankruptcy or insolvency petition filed against it; makes a general assignment for the benefit of creditors; has a trustee, receiver, or custodian appointed over its property; or admits in writing an inability to pay debts as they become due; or
- G. Licensee's physical presence or the presence of Licensee's Facilities on, over, above, along, upon, under, across, or within the ROW presents a direct or imminent threat to the public health, safety, or welfare;

Upon termination of this Agreement for any reason, Licensee shall, within thirty (30) days of written notice from City, remove its Facilities from all ROW and restore all ROW as required herein.

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

17. **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 City; provided, however that Licensee shall have the right, without the City's prior written consent, but with prior written notice to the City, to assign or otherwise transfer this Licensee Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section may not be unreasonably withheld. 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 terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, Licensee shall, nevertheless, remain liable to the City under the provisions hereof, until said Facilities herein authorized is removed, and the ROW is restored as herein required. Acceptance of payment from an entity or person other than Licensee shall not constitute a waiver of this provision.

ARTICLE V: ADMINISTRATIVE PROVISIONS

18. **Duty to Provide Information.** Within fifteen (15) days of a written request from the City, Licensee shall furnish any information requested that is reasonably related to this Agreement, the License granted hereunder, and any business activities related to the License or business operations of Licensee in the City. This obligation includes, without limitation, current GIS data, facility maps, and as-built documentation in both hard copy and digital format.

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19. **Video Programming.** Licensee shall notify the City if it intends on providing cable television content over the Facilities to subscribers within the City. If required by law, Licensee will enter into a cable franchise or an open video system franchise agreement with the City in the event Licensee does provide cable television content over its Facilities.
20. **City Reservation of Authority.** Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Licensee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power. Nothing in this Agreement shall: (i) abrogate the right of the City to perform any public works or public improvements of any description; (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City; or (iii) be construed as a waiver or release of the rights of the City in and to the ROW.
21. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

City:

Attn: City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

With a copy to:

Attn: Rolling Meadows City Attorney
Storino, Ramello & Durkin
9501 Technology Blvd Ste 4200
Rosemont, IL 60018

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Licensee:

Delta Communications LLC, d/b/a Clearwave Fiber
P.O. Box 808
Harrisburg, IL 62946

With a copy to:

Clearwave Fiber
P.O. Box 1229
Pooler, GA 31322
Attn: Legal Department
legal@clearwavefiber.com

22. General Provisions.

- A. Required Provisions. Every provision required by law to be inserted into this Agreement shall be deemed to be inserted herein.
- B. Conflicting Provisions. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law, the plan, document, or Requirement of Law that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.
- C. Authority to Execute. The City hereby warrants and represents to Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities. The Licensee hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.
- D. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- E. Amendments. This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be

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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 City.

- F. 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 be waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.
- G. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- H. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- I. Governing Laws and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. All actions brought to enforce this Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.
- J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- K. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- L. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

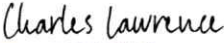
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- M. Counterpart Execution. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

[Signature page follows.]

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LICENSEE

DocuSigned by:

CE6ECE519C39426

By: Charles Lawrence

Its: President, Residential

Date: 1/16/2026

CITY OF ROLLING MEADOWS


By: ROB SABO

Its: CITY MANAGER

Date: 1/27/26