



**RESOLUTION NO. 20180731A**

**RESOLUTION OF AUTHORIZATION  
TO ENTER INTO AGREEMENT WITH METRONET  
REGARDING FEES**

**BE IT RESOLVED**, by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois as follows:

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to grant an utility easement to Metro Fibernet, LLC d/b/a Metronet and to execute the attached agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is an Utility Agreement between Metro Fibernet, LLC d/b/a Metronet and the Village of Sugar Grove for certain fees. The President and Clerk are hereby authorized to execute said easement agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 31<sup>st</sup> day July 2018.

\_\_\_\_\_  
P. Sean Michels, President of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois

	Aye	Nay	Absent
Trustee Paluch	_____	_____	_____
Trustee Koch	_____	_____	_____
Trustee Johnson	_____	_____	_____
Trustee Montalto	_____	_____	_____
Trustee Herron	_____	_____	_____
Trustee Lendi	_____	_____	_____

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath,  
Clerk, Village of Sugar Grove

**AGREEMENT**

This Agreement (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), between the Village of Sugar Grove, Illinois (the “Village”), with an address of 10 S. Municipal Drive, Sugar Grove, Illinois 60554 and Metro Fibernet, LLC (along with its affiliates, hereinafter “Metronet”), with an address of 3701 Communications Way, Evansville, Indiana 47715, with the Village and MetroNet hereafter being referred to as “the Parties”.

WHEREAS, the Village believes it is in the best interest of its residents, businesses and institutions to have a 100% fiber-to-the-premises (“FTTP”) network to attract and retain businesses and other institutions and to enhance the overall quality of life for its residents; and

WHEREAS, MetroNet is willing to construct and operate an FTTP network for purposes of delivering voice, video, Internet and data services (“Fiber Services”) to residential, commercial and institutional customers in the Village (the “Project”); and

WHEREAS, MetroNet has ~~and will from time to time submit to, file with and request~~ ed from the Village ~~approval, entitlement to an initial franchise agreement, and a ground lease easement, easements, access, inspections, reviews, applications, permits, licenses, utility locate requests, and/or other items~~ in connection with the Project (hereinafter each a “Request”).

NOW THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Within ten (10) days of the Effective Date, MetroNet will pay the Village the amount of ten thousand and no/100 Dollars (\$10,000) (the “Fee”). In exchange and with no additional payments by MetroNet of any kind ~~for professional review~~ (e.g. legal, engineering, ~~permitting~~, consulting, ~~or~~ personnel, ~~overtime, inspection or other fees or costs~~), the Village will use its best efforts to process ~~the Requests all construction permits, perform all inspections and JULIE locates, and fulfill all other Requests in such a manner that MetroNet may complete up to 100,000 feet of underground and aerial construction a month. If reasonably necessary, such efforts will include, but will not be limited to, adding more personnel or paying overtime to personnel to review permit applications and perform inspections and JULIE locates.~~ In addition, the Fee will also cover MetroNet’s use of Village property for placement of a utility cabinet and facilities associated therewith.

The term of this Agreement will commence on the Effective Date and will continue for the duration of the time period until MetroNet receives initial approval of its Franchise Agreement and Ground Lease Easement provides Fiber Services in the Village.

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

<b>Village:</b>	<b>MetroNet</b>
BY: _____	BY: _____
ITS: _____	NAME: _____
	TITLE: _____