

VILLAGE OF RICHMOND
5600 HUNTER DRIVE
REGULAR BOARD MEETING NOTICE
JUNE 4, 2026
AGENDA
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS: None
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS: None
7. CONSENT AGENDA:
 - a. Motion to approve the Special Board Minutes for May 21, 2026 and Regular Board Minutes for May 21, 2026
 - b. Motion to approve and authorize the Village President to execute the American Heartland Fiber Networks LLC dba E-Vergent Tower Lease Agreement
8. NEW BUSINESS:
 - a. Motion to approve An Ordinance Repealing Section 21.17 Prohibited Businesses of Chapter 21 Business Regulations of the Richmond Municipal Code
9. DEPARTMENT REPORTS:
 - a. Community Development
 - b. Administration/Police
 - c. Public Works/Engineering
 - d. Village Clerk
10. PRESIDENT'S COMMENTS
11. TRUSTEE COMMENTS
12. CLOSED SESSION: Personnel (5 ILCS 120/2(c)(1)), Acquisition of Property (5 ILCS 120/2(c)(5)), Real Estate: Setting Price for Sale/Lease of Municipal Property (5 ILCS 120/2(c)(6)), Litigation (5 ILCS 120/2(c)(11)), **Approval/Semi-Annual Review of Closed Session Minutes (5 ILCS 120/2(c)(21))**
13. ACTION RESULTING FROM CLOSED SESSION
15. ADJOURNMENT

POSTED: May 29, 2026

TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of June, 202~~6~~3 by and between the Village of Richmond, an Illinois Municipal Corporation (“Lessor”), and American Heartland Fiber Networks LLC d/b/a E-Vergent.com, LLC, a Wisconsin Limited Liability Company (“Lessee”). This lease agreement supersedes the previous lease agreement between the Lessor and Lessee dated ~~March 15, 2018~~ June 1, 2023.

RECITALS

Whereas, Lessor owns certain parcels of land, including the improvements thereon, commonly known as the Route 31 South Water Tower and Route 12 North Water Tower (collectively, the “Subject Property”);

Whereas, Lessee desires to use a portion of the Subject Property to erect wireless Internet radio transmitters and antennas, more fully described in the attached Exhibit A (the “Lessee Facilities”), in connection with its wireless Internet access service business;

Whereas, Lessor desires to make broadband Internet access available to its residents and businesses to improve the quality of life and to be more competitive in attracting commercial enterprises;

Whereas, Lessee desires to Lease from Lessor, and Lessor desires to Lease to Lessee, a portion of the Subject Property for the purpose of erecting wireless Internet radio transmitters and antennas.

Now therefore, in exchange for the mutual covenants and conditions expressed herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RIGHTS GRANTED TO LESSEE. The Lessor hereby grants to the Lessee a nonexclusive easement to access the Subject Property for the purpose of constructing, installing and maintaining the Lessee Facilities on the Subject Property, as indicated in the attached Exhibit B, for the purpose of providing wireless Internet access. Lessor shall contact the Public Works Department to gain access to each of the water towers by calling (815) 298-1934.

2. TERM OF THE LEASE. This Lease Agreement shall commence on 1st day of June, 202~~6~~3 and shall be for a term of three (3) years.

3. RENT. Lessee agrees to pay Lessor rent of \$1,400.00 due on the first day of each month, during the term. The monthly rental amount shall include the use of up to \$10.00 worth of electricity at each site each month. In the event any payment of Rent is received by Lessor after the first day of each month such rent payment is due, such payment shall include a late payment penalty in an amount equal to five percent (5%) of the Rent due that month. Lessee further agrees to provide Internet service defined as (up to 50Mbps/10Mbps) to the Lessor at 8150 Route 31, and Public Works Garage at 10810 Main Street or a specific substitute location(s) as designated by Lessor, at no charge for the duration of this Lease Agreement. All rent shall be paid to Lessor at 5600 Hunter Drive, Richmond, IL 60071, or at any other location designated by Lessor.

4. USE OF THE SUBJECT PROPERTY. Lessee may use the Subject Property for the purpose of installing, operating and maintaining its Lessee Facilities. Lessee shall keep the Subject Property in a good state of maintenance and repair.

5. WORKMENLIKE CONSTRUCTION. Lessee agrees that the installation of the Lessee Facilities will be completed in a neat, workmanlike manner consistent with good engineering practices and consistent with the descriptions contained in the attached Exhibit A and Exhibit B, such descriptions deemed approved upon the execution of this Lease Agreement. At the option of Lessor, the Lessee Facilities shall be subject to inspection by an engineer employed by Lessor to confirm the installation thereof complies with the descriptions contained in the attached Exhibit A and Exhibit B. All costs of the installation and reinstallation if determined necessary in the sole discretion of Lessor after inspection of the installed Lessee Facilities, including, but not limited to, the cost of extending Lessor's electrical service to the Lessee Facilities, will be paid by Lessee. None of the Lessee facilities shall be located so as to impair the operation of any of the water towers located on the Subject Property. All cable connections and Lessee Facilities shall be placed and secured in a safe manner so as not to interfere with any pre-existing antennas. Lessee shall be solely responsible for securing and maintaining the Lessee Facilities in a safe and secure manner.

6. PERSONAL PROPERTY. All Lessee Facilities placed upon the Subject Property by the Lessee shall remain the personal property of Lessee, and may be removed, repaired or

replaced by the Lessee while this Lease Agreement is in force. Removal of any Lessee Facilities shall include removal of its entire structure, including any foundation. Lessee, whether during the term of this Lease Agreement or after the cancellation, termination or expiration thereof, shall not damage any part of the Subject Property or its improvements in removing any of the Lessee Facilities. The Subject Property shall be returned to its original condition that existed prior to the commencement of this Lease Agreement upon the cancellation, termination or expiration of this Lease Agreement.

7. REMOVAL OF INTERFERENCE. The Lessee Facilities shall be designed, installed and operated so as not to disrupt any public safety or emergency services transmissions or the radio frequency or operations of any other pre-existing radio transmission tenant on the same water tower. If, in the opinion of Lessor, the operation of Lessee Facilities causes objectionable interference to the operation or performance of any public safety, SCADA, or emergency services transmissions or the operations of any pre-existing radio transmission tenant located on the same tower, Lessor shall give Lessee written notice thereof specifying the nature and extent of any such interference. Lessee shall take the necessary steps to correct such interference, including the purchase and installation, of additional equipment such as filters, isolation traps, etc. Lessee agrees not to cause any interference with facilities that are in place at the time of the commencement of this Lease Agreement. Lessee shall use commercially reasonable efforts to avoid interference with any and all installations for emergency services transmissions made by Lessor after commencement of the Term. If Lessee is unable to cure all interference problems in a reasonable time, as determined by Lessor, then Lessee's obligation to pay future Rent payments shall cease and this Lease Agreement shall be terminated. Notwithstanding the foregoing, Lessee shall be responsible for and shall pay to Lessor any and all outstanding costs, fees and charges due hereunder including, without limitation, accrued Rent. If Lessor, subsequent to the installation of the Lessee Facilities, permits the installation of non-emergency equipment on the Subject Property that ultimately causes interference with the Lessee Facilities, Lessor shall use all commercially reasonable efforts to eliminate such interference. If Lessor is unable to cure all interference problems in a reasonable time period, Lessee, at Lessee's option, may declare this Lease Agreement terminated and shall have no obligation to make future rental payments after such declaration.

8. QUIET ENJOYMENT. Lessor covenants and agrees that upon payment by the Lessee of the Rent when due under this Lease Agreement, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Subject Property, the rights, and privileges granted for the term demised without hindrance or interference by Lessor or any other person and Lessor shall perform all of its obligations under this Lease.

9. HOLD HARMLESS. The Lessee agrees to indemnify, defend, and hold the Lessor harmless from any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments and expenses (including court costs, attorney's fees, and costs of investigation) resulting from a breach by Lessee of any provision contained in this Lease Agreement or resulting from Lessee's occupancy of the Subject Property and/or the negligent, willful and wanton or intentional acts of the Lessee, Lessee's agents, employees, contractors, subcontractors or representatives in the construction, maintenance, repairs, changes, removal or operation of any of the Lessee Facilities. The provisions, undertakings and indemnifications set out in this Section 9 shall survive the termination of this Lease Agreement.

10. INSURANCE. Lessee, at Lessee's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Lessee shall provide Lessor with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 10. Lessor shall be named as an additional insured on Lessee's policy using an additional insured endorsement or blanket provision acceptable to Lessor. Such coverage shall apply as primary insurance with respect to any other insurance or self insurance programs of Lessor.

11. OBLIGATIONS. Lessee has inspected the Subject Property and has found it to be satisfactory for the purpose of attaching the Lessee Facilities thereto, as intended. Lessee agrees to operate the Lessee Facilities in accordance with all applicable laws governing the operation of

radio transmitters and antennas. Lessee agrees to settle any interference claims with the FCC or other applicable regulatory body and hold Lessor harmless of any penalties. Lessee will also be responsible for securing any permits or licenses necessary for operating the Lessee Facilities on the Subject Property. Lessee agrees to maintain the Lessee Facilities in a good and safe condition and in a manner that complies with all applicable federal, state and local laws. Lessee, upon 60 days written notice from Lessor, shall make all portions of the Subject Property available for maintenance or repair, including, but not limited to, repainting and related work. Lessor has the option to request Lessee to remove and replace any equipment to which the Lessee Facilities are attached to.

12. TERMINATION & CANCELLATION. Either party hereto may, at its option, terminate this lease prior to the expiration of the then current term by giving one hundred twenty (120) days written notice to the other party.

13. REMOVAL OF THE LESSEE FACILITIES. Upon the expiration of this Lease Agreement, or its earlier termination or cancellation for any reason, Lessee shall, at its sole cost and expense, and within thirty (30) days after the effective date of the expiration, termination or cancellation of this Lease Agreement, remove from the Subject Property all the Lessee Facilities, other personal property, fixtures and other improvements and, restore the Subject Property to its condition prior to the commencement of this Lease Agreement.

14. COOPERATION. Lessor agrees to cooperate with Lessee in any efforts by Lessee to secure any governmental permits necessary to use the Subject Property as contemplated in this Lease Agreement, and, within ten (10) days of Lessee's written request, join in any application or other document reasonably requested by Lessee and necessary for Lessee's use of the Subject Property as contemplated in this Lease Agreement. At any time after the date of this Lease or the Commencement Date, either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease Agreement.

15. CASUALTY. In the event any portion of the Subject Property is destroyed or damaged in whole or in part by casualty during the term of this Lease Agreement, then, at

Lessee's option, this Lease Agreement may be terminated as of the date of the event or at any time within ninety (90) days thereafter and no further Rent shall be due.

16. LIENS. Lessee shall not suffer or permit any liens to stand against the Subject Property or any part thereof by reason of any work, labor, service or materials done for, or supplied for, or supplied to or claimed to have been done for, or supplied to, Lessee or anyone holding Lessee's property or any part thereof through or under Lessee. If any lien shall at any time be filed against the Subject Property, Lessee shall cause it to be discharged within thirty (30) days after the date of filing by payment, deposit or bond. If Lessee fails to discharge any such lien, then, in addition to any other right or remedy of Lessor, Lessor, may, but shall not be obligated to, procure the discharge of the lien. All amounts incurred by Lessor, including attorneys fees and court costs, in procuring the discharge of any lien, together with interest thereon at 12% per annum from the date of occurrence, shall become immediately due and payable by Lessee to Lessor.

17. ENTIRE AGREEMENT. This Lease Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Lease Agreement.

18. BINDING EFFECT. It is expressly understood by the parties hereto that neither is bound by any stipulations, representations or agreements not expressly contained herein and that this Lease Agreement shall inure to the benefit of and be binding upon the personal representatives, heirs, successors, and assigns of the parties hereto, subject to the provisions of paragraph 12.

19. LEASE CONSTRUCTION. This Lease Agreement shall be construed in accordance with the laws of the State of Illinois where the Subject Property is located. In the event that any provision of this Lease Agreement is deemed legally unenforceable by a court of competent jurisdiction, the provision shall be struck from this Lease Agreement and the remaining provisions shall continue in full force and effect.

20. NOTICES. All notices, requests and other writings required under this Lease Agreement (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party as follows:

If to Lessor: 5600 Hunter Drive, Richmond, IL 60071

If to Lessee: 2524 76th Street, Suite B, Franksville, WI 53126

or any other address within the United States that the party to be notified may have designated to the sender by like notice.

21. PERFORMANCE. Time is of the essence in this Lease Agreement.

22. WAIVER. Failure of either party at any time to require performance of any provision of this Lease Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

23. ATTORNEY’S FEES. The prevailing party in any action or proceeding to enforce the terms of this Lease Agreement shall be entitled to receive its reasonable attorney’s fees and other reasonable enforcement costs and expenses from the non-prevailing party.

Dated ____ day of June, 202~~6~~3 at Richmond, Illinois.

LESSOR:

Village of Richmond

By: _____
Toni Wardanian, Village President

LESSEE:

E-Vergent.com American Heartland Fiber Networks, LLC d/b/a E-Vergent

By: _____
Bayan Deanparvar, V.P., Operations
Eyal Donath, President

Attest:

Karla L. Thomas, Village Clerk

EXHIBIT A
(DESCRIPTION/DEPICTION OF THE LESSEE FACILITIES)

Richmond North Tower

- 3 x 5GHz Access Points
- 2 x 3GHz Access Points
- 2 x backhaul dishes (11GHz and 60GHz)
- 1 x equipment cabinet with power system (AC/DC/Batteries), networking equipment, and site router
- 1 x assorted pipes and mounting brackets for above equipment.
- 3x – future expansion: access points or backhaul dishes.

Richmond South Tower

- 1 x 2.4GHz Access Point
- 3 x 5GHz Access Point
- 1 x 3GHz Access Point
- 4 x backhaul dishes (24GHz, 60GHz, 5GHz)
- 1 x equipment cabinet with power system (AC/DC/Batteries), networking equipment, and site router
- 1 x assorted pipes and mounting brackets for above equipment
- 3x – future expansion – access points or backhaul dishes.

EXHIBIT B
(DEPICTION OF WHERE/HOW THE LESSEE
FACILITIES WILL BE PLACED ON THE SUBJECT PROPERTY)

Richmond North Tower

Ground Level

Equipment cabinet inside the base of the tower contains power systems, networking equipment, and the site router. The batteries are installed next to the cabinet.

Tower Top

Pipes and supporting framework are attached to the tower access hatch collar. Access Points and backhauls are mounted to pipes attached to the hand rail.

Richmond South Tower

Ground Level

Equipment cabinet inside the base of the tower contains power systems, networking equipment, and the site router. The batteries are installed next to the cabinet.

Tower Top

Access Points and backhauls are mounted to pipes attached to the hand rail.

ORDINANCE NO. 2026-__

An Ordinance Repealing Section 21.17 Prohibited Businesses of Chapter 21 Business Regulations of the Richmond Municipal Code

BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, McHenry County, Illinois, as follows:

SECTION 1: Chapter 21, Business Regulations, Section 21.17 Prohibited Businesses, of the Richmond Municipal Code is hereby repealed in its entirety as follows:

~~21.17 PROHIBITED BUSINESSES. The following types of businesses are prohibited within the corporate limits of the Village of Richmond.~~

~~(1) Firearms Sales and/or Service~~

SECTION 2: Section 21.18 shall be renumbered to 21.17.

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

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

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

AYE:

NAY:

ABSENT:

ABSTAIN:

APPROVED:

Toni Wardanian, Village President

(SEAL)

ATTEST: _____
Karla L. Thomas, Village Clerk

Passed: _____

Approved: _____

Published: _____