



City of East Moline Committee of the Whole

City Council Chambers
915 16th Avenue
East Moline, IL 61244

DATE: [August 3, 2009](#)

TIME: [7:15 P.M.](#)

1	Northeast Park Care Taker Agreement	Rich Keehner
2	Stormwater Utility	Tim Kammler
3	iPCS Wireless Agreement	Rich Keehner
4	Parade	Able Zertuche
5	SRF Water Funding	Howard Ross

NORTHEAST PARK HOUSE Caretaker and Occupancy Agreement

The CITY OF EAST MOLINE, ILLINOIS, (herein "the City"), and ARNOLD GUERRERO, JR., of East Moline, Illinois (herein "Caretaker"), hereby enter into this Agreement for the purpose of agreeing to the terms and conditions of the Caretaker providing caretaker services for the residence located at 3011 Fourth Avenue in the City of East Moline, so as to permit the Caretaker to occupy said residence and to protect the residence and other Park property from vandalism and damage.

The City and the Caretaker hereby agree to the following provisions of this agreement:

1. Term

The term hereof shall commence on July 1, 2009, and shall continue on a month to month basis thereafter until either party shall terminate the same by giving the other party 60 days written notice delivered by certified mail. This Agreement shall be reviewed and revised if necessary on a yearly basis during the month of April each year and subsequent revisions implemented on July 1 of each year.

2. Rent

Rent payments shall be paid to the East Moline Finance Department on the first day of each month. Monthly rent shall be calculated as follows:

- a) Using the Fair Market Rent for a three (3) bedroom home obtained from the Davenport-Moline-Rock Island, IA-IL MSA information located on the Final FY Fair Market Rent Documentation System provided by the Department of Housing and Urban Development (HUD).
- b) The City shall provide a rental fee discount to the Caretaker in the amount of \$35.00 per week or \$140.00 per month in exchange for his/her 24/7 presence in the home which provides visual security for the park area which prevents vandalism. Additionally, the discount is provided to the Caretaker in exchange for maintaining the home's surrounding grounds including lawns and shrubbery, and keeping the same clear of rubbish or weeds and for various snow plowing near the home.
- c) Therefore the rental fee is calculated as, the Final FY 2009 Fair Market Rent of \$819.00 [-] monthly discount \$140.00 = \$679.00. The Caretaker shall pay rent to the City in the amount of \$679.00 per month, commencing July 1, 2009 through June 30, 2010.

3. Utilities

Caretaker shall be responsible for payment of 100% of all monthly utilities (i.e. water, sewer, electric, gas, etc.) payable to the Finance Department on the first day of each month.

4. Ordinances and Statutes

Caretaker shall comply with all statutes, ordinances and requirements of all municipal, state

and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

5. Assignment and Subletting

Caretaker shall not assign this agreement or sublet any portion of the premises without prior written approval from the Park Board and the City Council.

6. Premises

It is agreed that 50% of the garage area will be available to be used as storage for park equipment, if necessary. Premises may be used for special events as directed by Park and Recreation Board upon giving Caretaker at least 10 days notice.

7. Maintenance, Repairs, or Alterations

Caretaker shall be responsible for minor maintenance to the premises and Caretaker agrees to assume and pay for this maintenance expense.

Caretaker will at all times maintain the premises in a clean and sanitary manner including all equipment, appliances and furnishings.

Caretaker shall be responsible for damages caused by his negligence and that of his family or invitees and guests.

Caretaker shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written approval of the Director of Maintenance Services of the City.

Caretaker shall maintain surrounding grounds including lawns and shrubbery, and keep the same clear of rubbish or weeds.

8. Insurance

On July 1 of each year, Caretaker agrees to provide to the City a certificate of insurance protecting Caretaker's personal items and possessions, and insuring Caretaker and the City against claims of liability in an amount of \$300,000 - \$500,000. Neither the City of East Moline nor the East Moline Park and Recreation Board will be responsible for the loss or damage of caretaker's personal property.

9. Entry and Inspection

Representatives of the City of East Moline and East Moline Park and Recreation Board shall have the right to enter the premises, after reasonable notice is given to Caretaker:

- a) In the case of an emergency
- b) To make necessary or agreed repairs.
- c) To verify condition of the residence and garage

10. Indemnification

The East Moline Park and Recreation Board or the City of East Moline shall not be liable for any damage or injury to Caretaker or any other person(s), or to any other property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of owner, its agents or employees.

Caretaker agrees to hold East Moline Park and Recreation Board and the City of East Moline harmless from any claims for damages no matter how caused, except for injury or damages for

which the City, as owner, is legally responsible.

11. Default

If Caretaker fails to pay utilities reimbursement or rent, or fails to perform any term hereof, this agreement may be terminated by the City if Caretaker fails to cure a default within three (3) days after receipt of notice of said default from the City, subject to the statutory procedures for eviction.

12. Approval

This Agreement has been approved by the East Moline Park and Recreation Board on _____, 2009, and by the East Moline City Council on _____, 2009.

Arnold Guerrero, Jr., Caretaker

Date

CITY OF EAST MOLINE, ILLINOIS

By John Thodos, Mayor

Date

Arletta Holmes, City Clerk

Date

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST MOLINE, ILLINOIS, AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF EAST MOLINE AND ARNOLD GUERRERO, JR. FOR THE PURPOSE OF PROVIDING CARETAKER SERVICES AND OCCUPANCY FOR THE RESIDENCE LOCATED AT 3011 FOURTH AVENUE IN THE CITY OF EAST MOLINE

WHEREAS, the City of East Moline and Arnold Guerrero, Jr. wish to enter into an Agreement for the purpose of providing caretaker services and occupancy for the residence located at 3011 Fourth Avenue in the City of East Moline, so as to protect the house and other Park property from vandalism and damage; and

WHEREAS, an Agreement has been prepared by Rich Keehner, City Administrator, approved on May 12, 2009, at the East Moline Park and Board Recreation Meeting and submitted to the City of East Moline and Arnold Guerrero, Jr., for their review and approval; and

WHEREAS, the City Council of the City of East Moline now finds said contract to be in the best interests of the City of East Moline.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the city of East Moline, Illinois, as follows:

1. The Agreement as attached hereto is hereby approved by the City Council.
2. The Mayor and city Clerk are hereby authorized to execute said Agreement on behalf of the city of East Moline.

Adopted this _____ of _____, A.D. 2009

Approved this _____ of _____, A.D. 2009

John Thodos, Mayor
City East Moline, Illinois

ATTEST:

Arletta Holmes, City Clerk
City of East Moline

AN ORDINANCE ADOPTING CHAPTER 13, ENTITLED "STORMWATER UTILITY," TO TITLE 8, ENTITLED, "PUBLIC WAYS AND PROPERTY," OF THE CITY CODE OF THE CITY OF EAST MOLINE, ILLINOIS OF 1974 AS AMENDED

WHEREAS, there are more than 46 miles of storm sewers in the City of East Moline, many miles of which are badly deteriorated, and together with numerous culverts, ditches and other drainage features, need substantive maintenance, repair or replacement that prior and current funding has not permitted; and

WHEREAS, City staff has identified millions of dollars of regional stormwater-related repairs and improvements that are needed throughout the City; and

WHEREAS, the City Council of the City of East Moline engaged the firm of McClure Engineering to perform an engineering study of the City's storm sewer, flood protection, and storm conveyance and detention facilities, which identified dozens of locations throughout the City which require erosion control, storm sewer repair and replacement, and continued maintenance in future years; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has instituted new requirements which mandate individual municipalities, including the City of East Moline, to formally certify their flood protection levees to a strict standard of functionality; and

WHEREAS, the City of East Moline's levees do not currently meet FEMA's standards for certification due to deterioration of this infrastructure over time; and

WHEREAS, the City of East Moline's levee system was determined by the U.S. Army Corps of Engineers to be "minimally acceptable" during inspection on November 21, 2005; and

WHEREAS, to meet the levee standards required by FEMA and the Corps of Engineers, the City has instituted a substantial program of maintenance and repairs to restore the integrity of the levee system for the protection of the industrial, commercial and residential areas of the City; and

WHEREAS, the City is required by law to comply with the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) Phase I and II requirements as well as with all new and continually more stringent requirements on storm water quality; and

WHEREAS, the City's stormwater revenues have, for some time, lagged increasing operating, maintenance, and capital expenses leaving insufficient revenue to fund substantial and critically needed improvements to the City's levees and storm water drainage system, and the continued maintenance required of these improvements; and

WHEREAS, East Moline's current stormwater fee structure is based on volume of metered water usage plus a fixed surcharge per bill, however, stormwater management related expenses do not correlate well with potable water usage; and

WHEREAS, the East Moline City Council, by Resolution adopted on December 17, 2007, authorized Stanley Consultants, Inc., to prepare a Stormwater Rate Study to develop and recommend a stormwater utility rate structure that would appropriately charge fair and equitable rates to all customers within the City; and

WHEREAS, Stanley Consultants, Inc., presented its Stormwater Rate Study in final form to the East Moline City Council on April 6, 2009, which Study is intended to be used by the City Council as a basis for the proposed Stormwater Utility Ordinance; and

WHEREAS, the City Council on April 20, 2009, adopted Resolution R-09-31, which accepted the Stormwater Rate Study as prepared by Stanley Consultants, Inc., and presented to this City Council on April 6, 2009, which Resolution further directed the City Attorney to prepare a Stormwater Utility Ordinance, based upon the Stormwater Rate Study as presented by Stanley Consultants, Inc., and to present said Ordinance to the City Council for review, approval and implementation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST MOLINE, COUNTY OF ROCK ISLAND, AND STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1. Chapter 13, entitled, "Stormwater Utility," of Title 8, entitled, "Public Ways and Property," of the City Code of the City of East Moline, Illinois, of 1974, as amended, is hereby adopted and added to read as follows:

"Chapter 13: STORMWATER UTILITY

SEC. 8-13-1. PURPOSE; INTENT

(a) The purpose of this chapter is establish a Stormwater Utility to protect the public health, safety, and welfare of the residents of East Moline from damage caused by stormwater runoff and floods by reduction, control and prevention of the discharge of pollutants to the City's municipal separate storm sewer utility system. The Stormwater Utility shall be responsible for collecting revenue to directly support maintenance and repair of the existing storm drain systems, development of drainage plans, flood control measures, and water quality programs, and funding of capital improvements. The Stormwater Utility shall require that all property owners within the City, all of whom ultimately benefit from the aforementioned, pay an appropriate share of the cost of the drainage, detention and flood protection facilities necessary to manage such stormwater and floods.

The Stormwater Utility shall function as a self-supported "Enterprise Fund" in the City budget and accounting system, separate and apart from the City's General Fund for purpose of dedicating and protecting all funding applicable to the utility's operation, maintenance, and capital financing costs.

(b) Some specific stormwater management services the City of East Moline is responsible for include:

- Maintaining the levees and flood protection infrastructure.
- Developing, administering, inspecting, and enforcing a federally mandated stormwater program that is required by USEPA's Phase II of the National Pollutant Discharge Elimination System (NPDES) program.
- Preventing harmful pollutants from being washed by stormwater runoff into local streams and rivers as required by USEPA.
- Keeping public streets drained and cleared to make travel safe and minimize flood hazards.
- Performing necessary maintenance, repairs and replacement of aging stormwater infrastructure including stormwater inlets, pipes, culverts, and other structures to safely collect and convey stormwater through all parts of the city.
- Making repairs to ravines, ditches, open stream channel systems, and other public drainage ways to reduce erosion and loss of property.
- Ongoing inspection and maintenance to mitigate existing and future problems.

(c) It is the intent of the City Council in enacting this chapter:

(1) To promote public health, safety, and welfare by permitting the movement of emergency vehicles during flooding periods and minimizing flood losses and the inconvenience and damage resulting from uncontrolled and unplanned stormwater runoff in the City;

(2) To establish a stormwater utility to coordinate, design, construct, manage, operate, and maintain the City's stormwater conveyance system and flood protection infrastructure and to fund the same;

(3) To provide for and promote compliance by the City with federal and state laws governing the discharge of pollutants from the municipal storm sewer system and to provide for and promote compliance with a National Pollutant Discharge Elimination System (NPDES) permit issued to the City for such discharge;

(4) To establish reasonable stormwater fees based on the approximate contribution of stormwater runoff from each parcel to the City's drainage facilities which will provide a stable funding source to enable the City of East Moline to construct, operate, maintain, administer and replace the City of East Moline stormwater conveyance system, flood protection infrastructure and for compliance with United States Environmental Protection Agency (USEPA) stormwater NPDES permit requirements;

(5) To encourage and facilitate urban water resources management techniques, including, without limitation, detention of stormwater and floodwater, reduction of the need to construct storm sewers, reduction of pollution, and enhancement of the environment;

(6) To maintain and improve the quality of waterways impacted by the storm drainage system within the City of East Moline;

(7) To preserve property values by protecting new and existing buildings and improvements to buildings from damage due to stormwater and/or floodwater;

(8) To assure that new developments and redevelopments do not increase flood or drainage hazards to others, or create unstable conditions susceptible to erosion;

(9) To preserve the natural characteristics of stream corridors in order to moderate flood and stormwater impacts, and to protect water quality;

(10) To prevent the discharge of contaminated stormwater runoff and illicit discharges from industrial, commercial, residential, and construction sites into the storm drainage system within the City of East Moline;

(11) To promote public awareness of the hazards involved in the improper discharge of trash, yard waste, lawn chemicals, pet waste, wastewater, oil, petroleum products, cleaning products, paint products, hazardous waste, sediment and other pollutants into the storm drainage system;

(12) To encourage recycling of used motor oil and safe disposal of other hazardous consumer products.

SEC. 8-13-2. IN GENERAL

(a) All property owners and residents in the City benefit from a stormwater management program. All property owners receive indirect benefits from a properly maintained and operated stormwater management system for the entire City which is on public property. Stormwater management activities with broad benefits include keeping the public streets drained and cleared so random flooding does not occur and travel is safe, making necessary stormwater infrastructure upgrades, reducing erosion and other pollutants that enter streams and rivers, and collecting and conveying stormwater safely through all parts of the City. Upgrades and maintenance to the City's flood protection facilities are also important to the City as a whole. The City as a whole is also ultimately responsible for compliance with federal, state, and local regulations for water quality improvements. Even in a case where an individual property does not drain to the City drainage system, the property still receives direct benefits, which include protecting the property from upstream runoff, providing safe streets to travel on during rainfall and flooding, regional water quality improvements, and other intangible benefits.

(b) East Moline's public stormwater drainage system conveys rain and snowmelt runoff from developed properties. The amount of impervious area on developed properties increases the amount of runoff, which in turn increases the necessary size of pipes, structures and ditches. The major contributing factor in water pollution and erosion is the amount of runoff. Impervious area can be quantified and is a reasonably objective measure of the amount of stormwater that leaves a property as runoff.

(c) All owners of developed property located within the City of East Moline shall be charged for and shall pay the City of East Moline, based on the relative amount of stormwater which is determined to be generated by developed areas on the owner's real property. The impact of the stormwater runoff from the aforementioned real property upon the City's stormwater and flood protection facilities shall be determined on the basis of the rates and measurements contained and set forth in this section.

(d) A Stormwater Rate Study dated April 2009, prepared by Stanley Consultants, Inc., (Muscatine, IA), and accepted by the East Moline City Council by Resolution 09-31 on April 20, 2009, serves as the basis for the rates recommended in this ordinance.

(e) Based upon the Stormwater Rate Study, the recommended rate structure utilizes a property's impervious surface area for assessing the stormwater charge. A unit of impervious surface area on an average single family, residential property, or "equivalent residential unit (ERU)," is the unit used for assessing stormwater charges. The Stormwater Rate Study determined that 1 ERU = 2,200 square feet of impervious surface area for the City of East Moline.

(1) RESIDENTIAL THREE-TIERED RATE STRUCTURE:

Single-family homeowners and agricultural customers with a developed property and having a property gross area less than or equal to two (2) acres will be charged according to a three-tiered rate structure based on the property's gross area. The following table identifies the criteria for the three-tiered rate structure:

<u>Parcel Class</u>	<u>Gross Parcel Size</u>	<u>Number of ERU's</u>
Small	Under 11,000 sq ft (1/4 acre)	1 ERU / parcel
Medium	11,000 sq ft (1/4 acre) to under 21,800 sq ft (1/2 acre)	1.75 ERUs / parcel
Large	21,800 sq ft (1/2 acre) to 87,120 sq ft (2 acres)	2.5 ERUs / parcel

(2) STORMWATER RATES:

(a) Commencing on September 20, 2009, to be charged on the October 21, 2009, utility bill, and continuing thereafter, the owners of developed property shall pay to the City of East Moline a monthly Stormwater Utility charge computed in the following manner:

	<u>UTILITY RATES</u>		
	<u>FY 10</u>	<u>FY 11</u>	<u>FY 12</u>
Stormwater Unit Rate (per ERU per month)*	\$2.32	\$2.54	\$2.61
Residential and Agricultural Single Family:			
Small Parcel	\$2.32	\$2.54	\$2.61
Medium Parcel	\$4.06	\$4.45	\$4.57
Large Parcel	\$5.80	\$6.35	\$6.53

*Charge is Unit Rate times number of ERUs for measured properties. Actual impervious area measurements shall be maintained by the City's Engineering Department for all residential customers with parcels greater than two (2) acres and non-residential customers to determine their share of the stormwater management costs.

(b) Notwithstanding any other provision contained herein, in no event shall any owner specified herein pay less than the rate required for 1 ERU per month.

(c) City Staff is hereby directed to retain, every three years, an independent third party professional to perform a cost of service rate analysis, and to recommend any necessary changes to stormwater utility rates which accurately reflect the cost to serve customers.

SEC. 8-13-3. PROPERTY SUBJECT TO STORMWATER UTILITY SERVICE CHARGE.

All developed property located within the City of East Moline, whether publicly or privately owned and whether subject to or exempt from real property taxation, shall be subject to the stormwater utility service charges fees established and set forth under this section, with the following exceptions:

- (1) Street, highway and railroad right-of-way;
- (2) Undeveloped property (i.e. no structures, pavement, or other impervious area on the lot of record).

SEC. 8-13-4. BILLING

The billing for stormwater utility service charges shall be combined with the monthly billing for other City of East Moline utility services. The basis for the billing shall be the Stormwater Rate Study dated April 2009 as accepted by the City Council on April 20, 2009, as well as impervious areas measured by Stanley Consultants as part of the study. The final Stormwater Utility billings will be implemented by the City's Director of Finance.

As part of the Building Permit process, property owners shall coordinate with the City's Building Inspection and Engineering Staff to ensure that, as impervious areas change on the owner's property, due to construction or demolition, the Engineering Department maintains up-to-date records of impervious areas for use by the Finance Department in determining proper Stormwater Utility billing.

SEC. 8-13-5. APPEALS CONCERNING FEES

Any property owner aggrieved by the property classification or property type assigned to the owner's property under this section, or aggrieved by the computation of the stormwater utility charge affecting the owner's property under this section, may appeal such actions, determination and/or computations to the City's Director of Engineering, or to the Director of Engineering's designee. Such appeal shall be in writing and shall state the reason and basis for the appeal. The Director of Engineering shall consider the appeal and make a written determination thereon, which such written determination shall be provided to the property owner taking or filing the appeal. If the property owner is not satisfied with the written determination of the Director of Engineering, the property owner may then request in writing that the property owner's appeal be heard and decided by the Stormwater Board of Appeals as previously provided for under the City of East Moline Stormwater Control Ordinance. If the property owner is not satisfied with the written determination of the Stormwater Board of Appeals, the property owner may then request in writing that the property owner's appeal be heard and decided by the City Council. Such written request for City Council review shall be filed with the City Clerk within ten (10) days of the property owner's receipt of the written determination from the Stormwater Board of Appeals. The decision of the City Council shall be final in such appeals. In case of a successful appeal by the property owner, said property owner shall be entitled to no more than two (2) years of refunds or recoveries of fees paid prior to the appeal.

SEC. 8-13-6. COLLECTION/LIEN

The stormwater utility shall be billed as one bill with water and sewerage charges. Stormwater service charges are liens upon the real estate of the property owner, whenever the charges become delinquent, only after the bill therefor is sent to the owner or owners of record of the real estate.

PASSED BY THE CITY COUNCIL OF THE CITY OF EAST MOLINE, ILLINOIS, this 17th day of August, 2009, and APPROVED BY THE MAYOR OF SAID CITY this 17th day of August, 2009.

Mayor of the City of East Moline, Illinois

ATTEST:

City Clerk of the City of East Moline, Illinois

WATER TOWER LEASE

THIS WATER TOWER LEASE (this "Lease") is effective this ____ day of _____, 2009, between City of East Moline, Illinois ("Landlord"), and iPCS Wireless, Inc., a Delaware corporation ("Tenant").

Landlord hereby leases to Tenant without the necessity of the Parties executing any additional lease instruments, the use of that portion of the water tower and Property, together with easements for access and utilities, described and depicted on attached Exhibit B (collectively referred to hereinafter as, the "Premises"). The location and method of attachment of the antennas shall be subject to the approval of Landlord. In addition, the physical location of the concrete pad shall also be subject to approval of Landlord. The Premises is located at municipal water tower lot located 3300 7th St., East Moline, Illinois, more fully described in Exhibits A and B below.

A. Term. The initial term of this Lease shall be five years commencing on the earlier of the installation of Tenant's equipment on the Premise or September 1, 2009 ("the Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

B. Permitted Use. The Premises may be used by Tenant for the transmission and reception of wireless cellular telephone service as licensed by the FCC and for the construction, maintenance, repair or replacement of related facilities, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, governmental approvals, environmental survey or soil tests prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises. The Tenant's use of the Premises shall not be permitted by Tenant to interfere with Landlord's communications.

C. Rent.

(i) Tenant shall pay Landlord, as Rent, One Thousand Eight Hundred Dollars (\$1,800.00) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter rent will be payable monthly in advance on the fifth day of each month for the following month to the Director of Finance at Landlord's address specified in Section K below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month.

(ii) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rents shall be refunded to Tenant.

D. Renewal. Tenant shall have the right to extend this Lease for five additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be increased by ten percent (10%) of the rent paid over the preceding term.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

E. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use or alter their use of, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

The Landlord reserves the right to request the Tenant to temporarily remove attachments to the tower in the event the attachments hinder, interfere or obstruct maintenance of the tower or increase the Landlord's maintenance cost. The Landlord reserves the right to make said request once every five (5) years. Landlord will provide a minimum of sixty (60) days' notice of intent to such a request. In the event of any such request, rent shall be abated during the period that Tenant's attachments are required to be removed from the tower. If the Tenant's equipment remains on Landlord's property rent shall continue per the Lease Agreement.

F. Improvements; Utilities; Access.

(i) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including Six (6) cables and Six (6) antenna attachments on the existing handrail, and an electronic equipment shelter, located upon a 10' x 10' (area) (outdoor cabinets on a 6' x 8' concrete pad) on the ground, (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Additional attachments or ground area will require notice to Landlord in writing and negotiated additional fees. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall remove the Antenna Facilities within thirty days after the termination of this Lease. Tenant shall remove all equipment and improvements as placed upon the Premises within thirty days of the termination of this Lease, and shall vacate all utilities. If the Tenant fails to vacate the premises within 30-days of termination of the Lease the Landlord reserves the right to remove the Tenant's Facilities at the Tenant's cost.

(ii) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence.

(iii) Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). If Tenant installs an emergency power generator on the Premises, which requires a larger cement pad and easement area than as shown on Exhibit B, then the lease fee shall be adjusted proportionately. Landlord hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities.

(iv) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant, its contractors, agents and contractors and agents of Sprint Spectrum LP an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Landlord agrees that the easement shall be sufficient to allow for vehicular access to the Premises. Upon prior written notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term

as this Lease. Landlord shall be solely responsible for maintaining such easement.

(v) Tenant, its contractors, agents and contractors and agents of Sprint Spectrum LP shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term. Tenant shall install its own mangate at its sole cost.

G. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(i) upon thirty (30) days' written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that 30-day period;

(ii) upon thirty (30) days' written notice by either party if the other party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(iii) upon ninety (90) days' written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;

(iv) upon ninety (90) days written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(v) immediately upon written notice if the Premises, or tower located upon the Premises, are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises are restored to the condition existing immediately prior to such damage or destruction; however, in the event the Antenna Facilities, or portions of the Antenna Facilities, are destroyed in a manner which would permit the Antenna Facilities to be replaced by Tenant, then Landlord shall cooperate with Tenant to facilitate the replacement of the Antenna Facilities, and the Lease and the obligations of the parties shall continue.

(vi) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

(vii) Immediately upon written notice in the event that Tenant determines the existence of a violation of any environmental law or a condition that requires remediation under any environmental laws that existed as of and/or prior to the Commencement Date, or which may be the basis for assertion of any third party claims. If Tenant elects to continue this Lease, Landlord shall be responsible for taking all actions necessary to investigate and remediate said contamination in accordance with Landlord's obligations as set out in Paragraph M.

H. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Building. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right to pay but not obligation to pay said taxes and deduct them from Rent amounts due under this agreement.

I. Insurance and Subrogation.

(i) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(ii) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

J. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors, and except for claims released under the provisions of Section I(ii) of this Agreement. Landlord agrees to hold Tenant harmless from claims arising from the Landlord's or its other tenants' use of the tower site except for claims arising from the negligence or intentional acts of Tenants, its employees, agents or independent contractors, and except for claims released under the provisions of Section I(ii) of this Agreement.

K. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant: iPCS Wireless, Inc.
648 N. Chicago Street
Geneseo, IL. 61254
Attn: Lease Management

With a required copy to:
iPCS Wireless, Inc.
4717 Broadmoor SE
Suite G
Kentwood, MI 49512
Attn: Lease Management

If to Landlord: City Administrator
East Moline City Annex
912 16th Avenue
East Moline, IL 61244

With a copy to :
Director of Water Filtration
901 12th Avenue
East Moline, Illinois 61244

Landlord's payment should be mailed to: James Hughes, Finance Director
East Moline City Hall
915 16th Avenue
East Moline, IL 61244

L. Quiet Enjoyment, Title, Authority and Marking and Lighting Requirements. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

Landlord acknowledges that it, and not Tenant, shall be responsible for compliance with all marking and

lighting requirements of the Federal Aviation Administration (“FAA”), and the Federal Communications Commission (“FCC”). However, in the event that Tenant makes changes to its attachments or changes in its operations which subject Landlord to compliance with any marking or lighting requirements of the FAA or FCC, then Tenant shall be responsible for and shall indemnify Landlord with respect to all additional costs of compliance. Landlord shall indemnify and hold Tenant harmless from any fines or liabilities caused by Landlord’s failure to comply with such requirements, if Tenant has met its responsibilities in assuming and paying for all costs of compliance due to Tenant’s changes in its attachments or changes in its operations.

M. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Lessor represents, warrants and agrees (i) that to Lessor's best knowledge, neither Lessor nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under about or within the Premises in violation of any law or regulation, except as disclosed herein, and (ii) that Lessor will not, and will not permit any third party to use, generate, store or dispose any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities claims and/or costs arising from any breach of any representation, warranty or Lease contained in this paragraph. In addition, Lessor shall defend, indemnify and hold harmless Lessee from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition, including costs of remediation, which are not the result of any act of Lessee. As in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger an employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of material safety data sheet. This paragraph shall survive the termination of this Lease.

N. Assignment. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, Sprint Spectrum, L.P., or any person or entity that acquires all or substantially all of Tenant's assets and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may otherwise assign this Lease upon written notice to Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section G of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section P of this Lease.

O. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

P. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Lender the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Lender's sole discretion and without Landlord's consent.

Q. Miscellaneous.

(i) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(ii) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(iii) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(iv) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(v) Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises. A Memorandum of Lease may be recorded in place of this Lease, by either party.

(vi) This Lease shall be construed in accordance with the laws of the state which the Property is located.

(vii) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(viii) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(ix) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(x) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(xi) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property) and Exhibit C (the site plan) may be attached to the Lease in preliminary form. Accordingly, the parties agree that upon preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibits(s).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD: CITY OF EAST MOLINE, ILLINOIS

By: _____

Name: _____

Its: _____

Date: _____

Tax ID #: _____

TENANT: iPCS WIRELESS, INC.

By: _____

Name: David L. Zylka

Its: S.V.P. of Eng & Net Ops

Date: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this ___ day of _____, 200__, before me, a Notary Public personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the _____ and _____ of the corporation executing the foregoing instrument, that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the corporation by the authority of its _____; and _____ and _____ acknowledged the execution to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath, stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of _____
My commission expires: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF KENT)

On this ___ day of _____, 200__, before me, a Notary Public personally appeared David L. Zylka, to me personally known, who being by me duly sworn, did say that he is the S.V.P. of Eng & Net Ops, executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation, by the authority of the Corporation's Board of Directors; and that as such officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of _____
My commission expires: _____

EXHIBIT A

Legal Description

To the Water Tower Lease with Option dated _____, 200__, between _____, as Landlord, and _____ as Tenant.

The Property is legally described as follows:

EXHIBIT B

Premises Location Within the Property

To the Water Tower Lease with Option dated the ____ day of _____, 200__, between _____, as Landlord, and _____, as Tenant.

The location of the Premises (including easements) within the Property is more particularly described or depicted as follows:

EXHIBIT C

Site Plan

To the Water Tower Lease with Option dated the ____ day of _____, 200__, between _____, as Landlord, and _____, as Tenant.

Site Plan and Equipment:

