



**Meeting Date:** February 11, 2026  
**Meeting Time:** 4:30 P.M.  
**Meeting Location:** City Hall  
118 Hillsboro Avenue

# PUBLIC SERVICES COMMITTEE AGENDA

## Committee Members

Jennifer Warren, Alderman, Chair  
SJ Morrison, Alderman  
Adam Hanna, Alderman

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1. Public Comment
2. Approval of the Minutes from the January 14, 2026 Public Services Committee Meeting
3. Resolution Approving a Master License Agreement for Fiber Optic Cable Installation in Public Right of Way between the City and WANRack, LLC
4. Approval to Purchase a 2026 Ford F250 Service Truck from Olathe Ford Sales, Inc. through the Sourcewell Joint Purchasing Contract #032824-OLA in the amount of \$66,274.00

### **Old Business:**

### **New Business:**

### **Information:**

1. Change Order #2 and Final for the Cass Avenue Water Main Improvements Project in the decreased amount of \$47,225.70
2. Change Order #1 for the Florida Street Improvements Project in the increased amount of \$8,785.00
3. Change Order #1 for the North Main Street Water Main and Streetscape Improvements in the increased amount of \$9,664.00.

**PUBLIC SERVICES COMMITTEE MEETING: February 25, 2026 at 4:30 p.m. at City Hall, 118 Hillsboro Avenue.**

*If prospective attendees require an interpreter or other access accommodation, please contact the Edwardsville City Clerk's office at 618-692-7500 no later than 48 hours prior to the commencement of the meeting to arrange the accommodations.*



**PUBLIC SERVICES COMMITTEE  
MINUTES  
Wednesday, January 14, 2026**

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Approved Signature: \_\_\_\_\_ Approval Date: \_\_\_\_\_

**Present:**

Alderman Jennifer Warren  
Alderman SJ Morrison  
Alderman Adam Hanna  
Eric Williams, City Administrator  
Ryan Zwijack, Public Works Director  
David Sirko, City Engineer  
Breana Buncher, City Planner  
Mike Fillback, EPD  
Brendan McKee, EFD  
Cathy Hensley, Communications  
Don Munsch, Intelligencer  
Jaime Eads, Old Capitol Properties

**Excused:**

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I. **Public Comment:**

II. **Council Matters:**

**A. Approval of Minutes from the December 10, 2025 Public Services Committee meeting:**

Alderman Warren made a motion to approve with Alderman Hanna seconding the motion. All Ayes. Committee forwarded to Council for information.

**B. Resolution Approving Tru-Home2 Dual Brand Hotel Preliminary Subdivision Plat**

Alderman Warren made a motion to approve with Alderman Morrison seconding the motion. Staff explained that this for a Preliminary Subdivision Plat located at the corner of Illinois Route 157 and Governors Parkway. All Ayes. Committee forwarded to Administrative and Community Services for consideration.

**C. A Resolution Authorizing the Police Department to Apply for the HeroFundUSA Grant**

Alderman Warren made a motion to approve with Alderman Hanna seconding the motion. Staff explained that this is for the implementation of a drone program within the department. All Ayes. Committee forwarded to Council for consideration.

**D. Sole Source Resolution Authorizing the Edwardsville Fire Department to Enter into a Five-Year Service Agreement (Contract) with Helget Gas Products Inc. for Medical Grade Oxygen**

Alderman Warren made a motion to approve with Alderman Morrison seconding the motion. Staff explained that this is for a five-year contract to receive medical grade oxygen. All Ayes. Committee forwarded to Council for consideration.

**E. Approval of a Resolution Authorizing the Application for Congestion Mitigation and Air Quality Grant Funds from FY29 from East-West Gateway**

Alderman Warren made a motion to approve with Alderman Hanna seconding the motion. Staff explained that this is for a roundabout located at Madison Avenue and Governors Parkway. All Ayes. Committee forwarded to Council for consideration.

**F. Approval of a Resolution Authorizing the Application for Surface Transportation Program Grant Funds from FY29 from East-West Gateway**

Alderman Warren made a motion to approve with Alderman Morrison seconding the motion. Staff explained that this is for Phase 1 of the Madison Avenue Resurfacing and Shared Use Path. All Ayes. Committee forwarded to Council for consideration.

**G. Approval of a Resolution Vacating an Easement and Dedicating an Easement for lots 34 thru 37 of Hawthorne Hills**

Alderman Warren made a motion to approve with Alderman Hanna seconding the motion. Staff explained that this is for the vacation of an existing utility easement and re-dedication of the same in a new location within Hawthorne Hills. All Ayes. Committee forwarded to Council for consideration.

**H. Approval of a Professional Services Agreement with Horner & Schifrin, Inc. for the Route 66 Shared Use Path Preliminary Engineering Services in the amount of \$214,285.00**

Alderman Warren made a motion to approve with Alderman Hanna seconding the motion. Staff explained that this is for the preliminary design of the Route 66 Trail along Route 157. All Ayes. Committee forwarded to Council for consideration.

**I. Approval of a Professional Service Agreement with Oates Associates, Inc. for the Governors Parkway Shared Use Path Preliminary Engineering Services in the amount of \$124,450.00**

Alderman Warren made a motion to approve with Alderman Hanna seconding the motion. Staff explained that this is for the preliminary design of the Governors Parkway Trail. All Ayes. Committee forwarded to Council for consideration.

**J. Approval to Award the 2025 Sewer Lining Contract to Insituform Technologies USA, LLC in the amount of \$416,802.72**

Alderman Warren made a motion to approve with Alderman Hanna seconding the motion. Staff explained that this is for the lining of various sewers throughout the City of Edwardsville. All Ayes. Committee forwarded to Council for consideration.

**K. Approval of a Professional Services with Crawford, Murphy & Tilly, Inc. for the Waste Water Treatment Plant Improvements**

Alderman Warren made a motion to approve with Alderman Morrison seconding the motion. Staff explained that this is for improvements that need to be made. All Ayes. Committee forwarded to Council for consideration.

**L. Approval of a Professional Services Agreement with Crawford, Murphy & Tilly, Inc. for the Florida Street Lift Station Improvements**

Alderman Warren made a motion to approve with Alderman Morrison seconding the motion. Staff explained that this is for improvements and replacement of the Florida Street Lift Station. All Ayes. Committee forwarded to Council for consideration.

III. **Old Business:**

IV. **New Business:**

V. **Information:**

**A. Change Order #1 and Final for the Flushing Hydrant Installation Contract in the decreased amount of \$15,973.29**

**B. BPAC Work Plan for FY2023-2027**

**C. Next Public Services Committee meeting will be held at City Hall, 118 Hillsboro Ave. on Monday, January 26, 2026 at 4:30 p.m.**

VII. **Adjournment:** Alderman Warren made a motion to adjourn. Alderman Morrison seconded the motion. All Ayes. Committee adjourned at 4:56 pm.

**DATE:** February 5, 2026

**ACTION ITEM TITLE:** RESOLUTION APPROVING A MASTER LICENSE AGREEMENT FOR FIBER OPTIC CABLE INSTALLATION IN PUBLIC RIGHT OF WAY BETWEEN THE CITY AND WANRACK, LLC



**ORIGIN:** City Attorney/City Attorney

**SUMMARY:** The City owns and maintains the public right of way with light poles, traffic signals and other infrastructure. The city allows other utilities and telecommunications providers to use the right of way for placement and maintenance of certain fiber optic telecommunication equipment and cabling used to facilitate telecommunications services. WANRack, LLC has contracted with District 7 to construct and operate a closed fiber optic system to serve its buildings and facilities and desires to install and maintain fiber optic cable infrastructure in the City's right of way to provide better telecommunications coverage and meet increased demand for District 7's broadband services. WANRack has agreed to compensate the City in exchange for a right to use and occupy the right of way according to the attached Agreement at \$5,000 per permitted installation annually for an initial 5-year term. There is also a \$1.50 annual fee per linear foot of fiber optic cable installed in the right of way. There is a 5% increase for these fees for any renewal term.

**RATIONALE:** This Agreement is similar to the right of way access and attachment agreement that the City has previously approved with other neutral host providers that are not telecommunication retailers that are otherwise subject to the Simplified Telecommunications Tax and franchise agreements. The agreement specifies the financial terms and the duties and responsibilities of the City and WANRack for the non-exclusive use at approved locations in the right of way.

**COMPLIANCE WITH COMPREHENSIVE PLAN OR OTHER PLAN:** This Agreement is consistent with prior agreements concerning the same subject matter.

**SUGGESTED COUNCIL ACTION:** Staff recommends approval and passage of the Resolution

**RESOLUTION # \_\_\_\_\_**

**RESOLUTION APPROVING A MASTER LICENSE AGREEMENT FOR FIBER OPTIC CABLE INSTALLATION IN PUBLIC RIGHT OF WAY BETWEEN THE CITY AND WANRACK, LLC**

**WHEREAS**, the City of Edwardsville, Illinois (the “City”) is a Home Rule municipality pursuant to the provisions of Section 6 of Article VII of the 1970 Illinois Constitution; and

**WHEREAS**, WANRack, LLC has been issued a certificate of public convenience and necessity by the State of Illinois Commerce Commission as a provider of telecommunications services with authority to operate throughout the State of Illinois; and

**WHEREAS**, the City is required by federal and State statutes, regulations and orders to grant all telecommunications service providers access to and occupancy of the public rights-of-way in City on a non-discriminatory basis for the purpose of installing facilities to provide telecommunications services; and

**WHEREAS**, the jurisdictional boundaries of the City include public rights-of-way and facilities that are used by, and useful to, telecommunications providers; and

**WHEREAS**, the City is authorized by State statutes, regulations and orders to recover just and reasonable costs for administering telecommunications providers’ access to the public rights-of-way within the City’s jurisdictional boundaries; and

**WHEREAS**, WANRack and City staff have been negotiating a Master License Agreement to allow WANRack to install and maintain fiber optic cable in or upon City approved locations within City owned right of way similar to what has previously been approved with other providers; and

**WHEREAS**, approving and executing the Master License Agreement is in the best interest of the citizens of Edwardsville.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Edwardsville, Illinois that it approves the Master License Agreement with WANRack pursuant to the terms and conditions contained in the attached Exhibit A which is incorporated herein by reference and authorizes the Mayor and City Clerk to execute and deliver the agreements to WANRack.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2026, pursuant to a roll call vote as follows:

AYES:  
NAYES:  
ABSENT:  
ABSTENTION:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
Art Risavy, Mayor  
City of Edwardsville, Madison County, Illinois

ATTESTED:

Filed in my office this \_\_\_\_ day of \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
Michelle Boyer, City Clerk  
City of Edwardsville, Madison County, Illinois

**CITY OF EDWARDSVILLE MASTER LICENSE AGREEMENT FOR FIBER OPTIC CABLE INSTALLATION IN  
PUBLIC RIGHT-OF-WAY**

This License Agreement (this "Agreement") is made as of this \_\_\_\_ day of January, 2026 (the "Effective Date") between the City of Edwardsville, a municipality incorporated under the laws of the State of Illinois (the "City") and WANRack, LLC, a Delaware limited liability company with its principal offices located at 4550 West 109<sup>th</sup> Street, Suite 115, Overland Park, Kansas 66211 (the "Licensee"). The City and the Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**SECTION 1. GRANT OF AUTHORITY**

For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and in compliance with all Federal, State and local laws and regulations, the City grants a non-exclusive, revocable license (the "License") to the Licensee to construct, install, operate, maintain, and remove fiber optic cables within the City's public right-of-way in accordance with the provisions of this Agreement.

Installations may only occur in specific locations approved in advance by the City through its permitting process, and each permitted Installation shall be governed by the terms and conditions of this Agreement. No Installation shall occur without such prior written approval.

Exhibit A to this Agreement shall consist of a running list and corresponding map(s) of all locations approved by the City for Installation pursuant to permits issued under this Agreement. Exhibit A shall be updated from time to time, without requiring formal amendment to this Agreement, to reflect the location and scope of each approved Installation.

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

**SECTION 2. DEFINITIONS**

**Fiber Optic Cable ("Cable"):** A fiber optic cable and all of the conductors and other devices, structures, apparatus, objects, materials, and equipment necessary for use of the Cable (including, but not limited to, track and rails, wires, ducts, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto).

**Installation:** Any placement, installation, extension, modification, reduction, or removal of a Cable, or any component thereof within, on, over, above, along, across, upon, under, or through a ROW.

**City Right-Of-Way ("ROW"):** City roads, streets, alleys, avenues, sidewalks, multiuse paths and other public right-of-way.

**Required Data:** Prints, plans, drawings, maps, as-built plans, and any other similar documents required by the City.

**Utility:** Any public or private entity that provides essential services including, but not limited to, telecommunications and internet services.

### **SECTION 3. SCOPE OF AGREEMENT**

A. This Agreement authorizes Licensee to use ROW temporarily for Licensee's Cable. Nothing in this Agreement may be construed to entitle or otherwise allow Licensee to use any other property within the control of the City except as expressly agreed to in writing. Further, nothing in this Agreement may be construed to limit, in any way, the police power and all other authority of the City, including adoption and enforcement of ordinances necessary to the health, safety, and welfare of the public.

B. Prior to an Installation of Cable, the Licensee shall submit a site-specific permit application and provide the following to the City:

1. A written statement for each location, including diagrams and data reasonably satisfactory to the City, demonstrating that the Installation will result in minimal disruption to the surfaces of the ROW.
2. Proof of the Licensee's registration as a telecommunications retailer under the Illinois Telecommunications Infrastructure Maintenance Fee Act (TIMFA) if claiming an exemption from fees based on such status.
3. A sample notice which will be provided to the properties affected by each Installation, including the anticipated dates during which the Installation or related Installation activities will occur which may impact said properties, which notice shall be provided to each of the affected properties at least three (3) business days prior to the Installation or Installation activities, setting forth the Installation dates.
4. Any additional information reasonably requested in the permit application by the City.

C. Neither this Agreement nor the License authorizes an Installation of Cable aboveground or the Installation of pole or overhead Cable or anything else except as authorized by the City and documented in Exhibit A, including all appropriate maps, charts, drawings, and documents. Exhibit A shall be updated from time to time to reflect such authorized installations.

D. Every Utility that occupies ROW within the City shall register on January 1 of each year with the City of Edwardsville, providing: (1) the utility's name, street address, email address and regular business telephone number; (2) the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a twenty four (24) hour telephone number for each such person; (3) evidence of insurance as required in this Agreement, in the form of a certificate of insurance, and (4) evidence of its registration as a "telecommunications retailer" under the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635/5 et seq) if claiming such status to exempt it from the payment of the fees required under Section 4 of this Agreement.

### **SECTION 4. TERM AND FEES**

## **A. Term.**

1. The term of this Agreement shall be for an initial period of five (5) years, beginning on the Effective Date and ending five (5) years thereafter (the "Initial Term"), unless otherwise terminated sooner as provided for herein. This Agreement shall automatically renew for an additional five (5) year term ("First Renewal Term") provided that the Licensee is in full compliance with this Agreement and unless Licensee provides the City notice of non-renewal not less than thirty (30) days prior to expiration of the Initial Term.
2. Following the First Renewal Term, this Agreement shall automatically renew for successive five (5) year terms (each, a "Successive Term") provided that the Licensee in material compliance with the terms and conditions of this Agreement at the time of renewal and unless Licensee provides the City notice of non-renewal not less than thirty (30) days prior to expiration of the then current term. The Initial Term, First Renewal Term and any Successive Terms are sometimes referred to in this Agreement, collectively, as the "Term."
3. The First Renewal Term and each Successive Term is subject to a 5% escalator on the previous term's Annual Linear Foot License Fee, if applicable.
4. In the event the Licensee chooses not to renew this Agreement, this Agreement shall terminate, and the Licensee shall remove its Cable and telecommunication facilities from all City ROWs and shall restore all ROWs as required herein.

## **B. Fees.**

1. The Licensee shall not be required to pay any additional fees to the City under this Agreement, including for site specific permits, so long as Licensee (a) maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/10(d) and (b) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois.
2. In the event that Licensee does not have status as a Telecommunications Retailer under TIMFA or loses its status as a Telecommunications Retailer under TIMFA during the initial Term of this Agreement or any subsequent Term, then Licensee shall pay the City an annual fee ("License Fee") consisting of following components:
  - a. Base Annual License Fee: A base annual license fee of \$5,000.00 for each Installation permit issued by the City ("Base Annual License Fee"). Each permit shall cover a single Installation as set forth in Section 7 of this Agreement.
  - b. Annual Linear Foot License Fee: An additional fee of \$1.50 per linear foot of fiber optic cable installed within the public right-of-way, as measured along the centerline of the installed cable route ("Annual Linear Foot License Fee").
3. Measurement of Linear Footage. For purposes of calculating the Annual Linear Foot License Fee:

a. "Installed within the public right-of-way" shall mean fiber optic cable that is physically located within the boundaries of the City's ROW, whether installed underground, on poles, or by other permitted means.

b. Linear footage shall be measured along the centerline of the fiber route, without regard to the number of individual cables or strands within a conduit or bundled installation. Separate parallel routes are measured individually. Cable lengths located outside the City's ROW, including slack loops, excess cable, or other materials not directly occupying or traversing the public ROW, shall be excluded from the calculation.

4. Payment Timing. The License Fee (the Base Annual License Fee and the Annual Linear Footage License Fee), if applicable, shall be:

a. Payable within thirty (30) days after the completion of the Installation and submission of as-built drawings or GIS data sufficient to calculate the total installed length within the public ROW ("Initial Payment"). The Initial Payment shall be prorated based on the number of full calendar months remaining in the year following completion.

b. After payment of the Initial Payment, the full amount of the Base Annual Fee and the Annual Linear Foot Access Fee for each Installation shall be due and payable on January 1 of each calendar year.

c. If an Installation begins but is not completed, Licensee shall pay a prorated Base Annual License Fee and an Annual Linear Footage License Fee based on the linear feet installed within the ROW prior to abandonment or discontinuation of the Installation project, as determined by the City.

5. Reporting and Verification. Licensee shall, upon completion of any Installation, submit to the City both (a) as-built drawings in PDF or CAD format, and (b) GIS shapefiles accurately depicting the installed route of fiber optic cable within the City's ROW. The City may rely on either or both sources for determining total linear footage installed within the ROW. In the event of any discrepancy between the as built drawings and GIS shapefiles, the City may request additional information or documentation from Licensee, or conduct field verification if necessary. Unless the City determines that another source more accurately reflects the actual Installation, the approved as-built drawings shall control. The City shall determine the final linear footage for Annual Linear Foot License Fee calculation purposes based on the submitted and approved as-built drawings. However, if the lineal footage stated in the applicable permit exceeds that shown in the Licensee's as-built drawings or GIS shapefiles, the City may rely on the greater footage unless the Licensee provides written justification and supporting documentation, satisfactory to the City, demonstrating that a lesser amount was actually installed. The City reserves the right to independently verify the accuracy of the Licensee's submitted materials and may adjust the Annual Linear Foot License Fee accordingly. If such verification requires the use of additional City resources, the Licensee shall reimburse the City for its reasonable, documented costs incurred in connection therewith.

6. Failure to pay. Failure to pay fees required by this Agreement when due shall constitute a material breach of this Agreement, and may result in the suspension or revocation of permits issued hereunder, or the termination of this Agreement in accordance with Section 20.

7. For and in consideration of the License and as a condition of this Agreement and of the License granted pursuant to this Agreement, the Licensee shall, unless it (a) maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/10(d) and (b) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois, pay all direct and indirect costs and expenses of the City related to the enforcement and administration of this Agreement and the Installation permit, including but not limited to any applicable consultant, professional and attorney's fees, which may be incurred by the City in excess of the Base Annual License Fee and Annual Linear Foot License Fee collected per year.

#### **SECTION 5. REPRESENTATIONS AND WARRANTIES BY LICENSEE**

Licensee represents and warrants to the City that (a) Licensee has and will maintain all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the Federal Communications Commission and/or any other agency to provide the communications Cable and (b) all work performed by Licensee, or its contractors and any subcontractor pursuant to this Agreement shall be performed in a good and workmanlike manner, consistent with any permit specifications, City ROW Standards, and applicable regulations.

#### **SECTION 6. TITLE AND CONDITION OF ROWs**

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(s); the condition of the underground duct or conduit; other utilities, facilities, or Installations in the ROW(s); any other improvements or soils located on the ROW(s); or the suitability of the ROW(s) for the Licensee's intended use. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Licensee assumes all risks associated with the placement, operation, maintenance, and removal of the Installations within the ROW(s) and suitability of the ROW(s) for its Installations. The Licensee accepts the ROW(s) in an "AS IS, WHERE IS" condition and WITH ALL FAULTS, 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 claims concerning the title, boundaries, or condition of the ROW(s), unless resulting from the City's negligence or willful or wanton misconduct.

#### **SECTION 7. PERMIT REQUIREMENTS; INSTALLATIONS**

##### **A. Permit Required.**

1. A City permit is required for each Installation. A City permit will be issued if the proposed Installation is consistent with the use of the ROW as provided by this Agreement.
2. Each permit shall apply only to a single, continuous Installation within a defined and contiguous geographic area of the City. Separate permits shall be required for:
  - a. Installations in non-contiguous routes, segments, or geographic areas;

- b. Installations in multiple or distinct neighborhoods, districts, or developments;
- c. Installations planned to occur in phases or over separate time periods;
- d. Any Installation that the City determines, in its sole discretion, is not a single, unified Installation for permitting and Annual Linear Foot License Fee purposes.

The City reserves the sole discretion to determine whether a proposed Installation constitutes one or multiple projects for permitting and Annual Linear Foot License Fee assessment purposes.

3. The plans submitted with the permit application shall include the total length (in linear feet) of Cable installed within City ROW which will be used in the determination of the Annual Linear Foot License Fee. The amount of Cable shall be included as a separate item in the schedule of quantities. Upon completion of an Installation, the applicant shall submit as-built drawings verifying the quantities installed. Any discrepancies from the approved permit plans to the actual quantities installed shall be clearly identified. The permit shall not be closed until the as-built drawings are submitted and approved by the City.

4. Prior to the issuance of any permit, Licensee shall submit a detailed route map or phasing plan for the proposed Installation(s). The City shall review the proposed scope of the Installation(s) and determine the number of permits required.

5. The application for a City permit to commence an Installation shall be submitted to the City on a written application form approved by the City. Each application shall be submitted electronically unless otherwise provided by the City and accompanied by the Required Data, which shall accurately show the nature and exact location of the proposed work. No work may start on an Installation until the Required Data have been reviewed and approved by the City, which review will be completed within a reasonable period after submittal.

6. In addition to all other City remedies provided in this Agreement, if Licensee fails to furnish maps, as-built plans, or any other Required Data, or submits Required Data that are materially incorrect, incomplete, or inaccurate, then the following provisions apply, except for any damages, claims or liabilities arising as a result of the negligence or willful or wanton misconduct of the City or its agents, employees or contractors:

- a. The City shall not be responsible or liable to Licensee if any construction or Installation are damaged in any respect whatsoever in the course of any work being done by the City; and

- b. The agreement of Licensee to indemnify and hold harmless the City as set forth in Section 16 below, will include any claims or demands of any nature whatsoever, including without limitation, direct damages, asserted by or on behalf of third persons arising out of or relating to any damages to the Installations and/or interruption or impairment of service.

- c. In the event of an emergency that Licensee reasonably believes poses an immediate threat of harm to the public or to any Licensee Installation, Licensee may enter the ROW in order to ameliorate the threat without first securing City permit, provided, however,

Licensee shall advise the City immediately of the emergency and furnish the City with a description of the threat and the repair and seek a proper City permit within a reasonable period of time thereafter.

7. If the Licensee fails to comply with any material permit condition or any other requirement of this Agreement related to the issuance, maintenance, or performance of a City permit, as determined in the City's sole discretion, then the City may take any one or more of the following actions, in addition to any other remedies available under this Agreement or law:

- a. Deny issuance of any new permits until such non-compliance is remedied to the City's satisfaction;
- b. Suspend or revoke any existing permits issued to Licensee until corrective action is taken;
- c. Require corrective actions or impose conditions on future permit issuance;
- d. Enter the ROW and perform any necessary work to remedy such noncompliance ("Self-Help"); and/or
- e. Pursue any other legal or equitable remedies, including fines, penalties, or termination of this Agreement.

Licensee shall be responsible for all reasonable costs and expenses incurred by the City in connection with any Self-Help undertaken by City, which costs shall be reimbursed promptly by Licensee upon invoicing. Any Self-Help undertaken by City shall be without prejudice to any other remedies to the City under this Agreement or law.

## **B. Installations.**

1. The location of the Installation shall be as approved by the City Public Works Director (or designee).
2. Except as otherwise provided herein, Licensee shall notify the City within a reasonable period but not less than 72 hours prior to commencing any Installation. All construction materials and construction warning devices must conform to the following standards as published by the Illinois Department of Transportation: "Manual on Uniform Traffic Control Devices," "Standard Specifications for Road and Bridge Construction," and the "Highway Standard" manual in effect from time to time.
3. Each Installation shall be undertaken under the supervision of the City.
4. Each Installation shall be located so that it cannot obstruct, injure, or interfere in any manner with any drain, sewer, catch basin, water or sewer pipe, pavement, or any other public or private improvement.
5. Each Installation shall be located so that it does not unreasonably interfere with the use or maintenance of the ROW by the City, by any utility, by the general public or by other persons authorized to be present in or upon the public ROW.

6. Licensee shall obey all regulations related to the ROW in effect as of the Effective Date and thereafter.

7. In connection with any Installation, at any time or under any circumstance, Licensee agrees as follows:

a. In performing any work, Licensee may never materially interfere with or obstruct traffic without first having given the City notice in writing as to the date and time period during which such the obstruction will exist and the City having approved the obstruction. The City may impose reasonable terms and conditions for the obstruction.

b. If an alteration or change of location for any Installation becomes necessary, then Licensee shall undertake and complete, after permission is granted by the City, the alteration or change of location at Licensee's expense within a reasonable time. If the alteration or change of location is requested by the City, then the City will cooperate with Licensee in the selection of an alternative location.

c. No Installation may be relocated or removed without the prior written consent of the City.

d. If any drain, sewer, catch basin, water pipe, pavement or other public or private improvement is damaged as the result of an act or negligence by Licensee or any of its agents, Licensee shall promptly repair the damage or replace the damaged improvement to the satisfaction of the City. If Licensee fails to make the repair promptly, then the City may undertake, or hire a contractor to undertake, the repair and charge all reasonable costs and expenses for the repair to, and collect all reasonable costs and expenses from, Licensee.

e. All movement and storage of equipment and materials shall be confined to the area designated by the City.

8. Licensee shall be fully responsible for the acts, omissions, and performance of its contractors, subcontractors, agents, and any other persons or entities performing work related to an Installation on Licensee's behalf under this Agreement. All such parties shall be considered the agent of the Licensee for purposes of this Agreement. The City shall have no duty to pursue claims or remedies against any contractor, subcontractor, or third party directly.

9. The City has, and always will have, the right to enter and inspect, at all times, the work on an Installation. The City has the right to repair any or all damage to 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.

Licensee shall promptly correct any default or nonconformance with any City written Installation standards. The correction shall be completed within thirty (30) days after notice for default or nonconformance from the City. The City may extend the time in the event of inclement weather or other conditions beyond the control of Licensee. Licensee shall correct a default or nonconformance immediately if the matter poses a public health, safety, or and welfare threat, as determined by the City (an "Emergency"). If the City, in the exercise of its reasonable

discretion, determines that Licensee has not diligently and continuingly worked to correct the Emergency, then Licensee shall pay the City \$1,000.00 for each calendar day and each partial calendar day the Emergency was not fully corrected as compensation for losses that are difficult to quantify, such as adverse impacts to traffic and the provision of City services to the public. These payments shall be the City's sole and exclusive remedy with respect to any alleged failure to correct an Emergency.

If the City determines that an Installation or other Licensee property must be temporarily disconnected, relocated, or removed because of an issue related to ROW, then the City may, by written notice, require Licensee to undertake the City's request within one hundred twenty (120) days after receipt of the notice from the City and approval to do so by the City. Similarly, Licensee, at its expense, shall protect any property of Licensee when the City issues a similar notice related to traffic conditions, public safety, street vacation, street construction, construction on streets, including street repairs, repairs or replacement of sewers, drains, water pipes, power lines, signal lines, transportation facilities, tracks, or any other type of structure, including improvement by any other governmental agency. Nothing related to this Section will be deemed the taking of property of Licensee.

10. Licensee has the sole responsibility for the maintenance, repair, and upkeep of all Installations. The Installations shall be maintained in good and safe condition and a manner that complies with all applicable Federal, State and local laws, regulations and policies. In the event of a conflict between this Agreement and any City ROW Standards, the more specific terms and conditions shall control. The Licensee shall use due care to insure that no damage, beyond reasonable wear and tear, is caused to the ROWs. The Licensee shall report any damage it causes to any affected party in the ROW in writing within twenty-four (24) hours of the damage. The Licensee shall reimburse the other party for any damage caused by its employees, contractors, subcontractors, agents, representative, or its Installations.

11. All surplus excavated material, including all trees, stumps and other debris resulting from Licensee's construction operations, shall be disposed of and removed from the City's property.

12. In the event the Licensee requires installation of additional facilities, the Licensee shall make an application to the City and submit all materials required by the City's Public Works Director for evaluation.

## **SECTION 8. MARKING**

Licensee shall comply with the Illinois Underground Utility Facilities Damage Prevention Act, as it is amended from time to time.

Prior to and during any Installation or relocation of any underground cables or utility lines, the Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground utilities and Installations within the ROW to be occupied by the Licensee's Cables and Installations and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

The City shall have no obligation to mark the location of the Licensee's Cables and Installations. The Licensee agrees that it will become a member of J.U.L.I.E. as a requirement of this Agreement and that such a system is designed to alert the Licensee to planned work in the ROW, so that the Licensee can

mark the location of its Cables and Installations to avoid damage. The City shall have no obligation to alert the Licensee to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system.

#### **SECTION 9. PUBLIC SAFETY**

The Licensee or other persons acting on its behalf, at its own 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.

If the City, in its reasonable discretion, determines that a particular use of the ROW by the Licensee is, or will be, hazardous to the public or the property, the Licensee, upon written notice from the City, shall install commercially reasonable safety devices or make commercially reasonable modifications at the Licensee's sole expense to render the ROW safe for, and compatible with, public use. In the event the Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the 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 reasonable and actual costs of such improvements upon written demand.

#### **SECTION 10. RESTORATION OF CITY PROPERTY**

Within thirty (30) days after initial construction operations have been completed or after repair, relocation or removal of the Cable and/or Installations, the Licensee, shall, at its sole cost and expense, grade and restore all areas disturbed by construction operations, including, but not limited to, sidewalks, utilities, pavements, plantings, and parkways to a condition substantially similar to that which existed prior to the commencement of the work, or nearly as practicable as determined by the City. This time period may be extended for good cause shown. If weather or other conditions do not permit the complete restoration required by this Section, the Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at the Licensee's sole expense and the Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

All excavations in lawns or grassy parkways shall be backfilled, tamped, and then restored to the original condition with sod or hydroseed as determined by the City, in accordance with the time requirements of this Section and other applicable provisions of this Agreement. If any sidewalk, utility, pavement, plantings, parkway, lawn, or grassy area becomes uneven or unsettled, dies, or otherwise requires repairing within one year after the restoration, because of the disturbance by Licensee, then Licensee, as soon as climatic conditions permit, shall promptly, upon receipt of notice from the City, cause all necessary restoration to be undertaken promptly to the condition in which it existed before the disturbance by Licensee. The restoration shall be completed within five business days after the commencement of restoration work.

If Licensee fails to commence and complete the restoration work in the manner and within the time periods prescribed in this Section or make any and all repairs to the ROW or other City property as required by this Agreement, then the City may perform or cause to be performed the required work and either demand payment from the Licensee, who agrees to pay the 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 the 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. Licensee shall be deemed to have received invoices and documentation on the date of a City email to the Licensee with the invoices and documentation attached to the email or the date on which the City deposited such invoices and documentation in the U.S. Mail, as evidenced by certified mail or another verifiable method.

#### **SECTION 11. ENVIRONMENTAL**

The Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROW in any manner without prior written approval of the City. The Licensee shall take all reasonable steps to assure that the Licensee will not release any regulated material in violation of any Federal or State environmental law on the ROW. The Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or directives of the appropriate oversight agency, a release of a regulated material in violation of a Federal or State law occurring on the ROW, to the extent such release was caused by the Licensee. In the event of a release of a regulated material in violation of a Federal or State law on the ROW by the Licensee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 16 shall apply.

#### **SECTION 12. DAMAGE TO THE LICENSEE'S CABLE OR INSTALLATIONS**

The City shall not be liable for and the Licensee expressly waives all claims for any damage to or loss of the Licensee's Cable or Installations 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, unless such damage or loss results from the City's or its representatives' negligence or willful or wanton misconduct.

#### **SECTION 13. REMOVAL, RELOCATION, OR MODIFICATIONS OF INSTALLATIONS**

The City may request relocation of Cable or Installation by delivering written notice to Licensee identifying the need for such relocation and alternative ROW to which Licensee may relocate such Cable or Installation. Within sixty (60) days following written notice from the City, the Licensee shall protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Cable or Installation within the ROW whenever the City has determined in the exercise of its governmental proprietary rights and powers, that such temporary or permanent removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the ROW.

In the event relocation of Cable or Installation is necessitated by construction, repair, maintenance, relocation or elimination of any ROW or otherwise necessitated by the City, the cost and expense of such relocation shall be borne by Licensee. In the event relocation of Cable or Installation is necessitated by the needs of a third party (other than the City), the cost and expense of such relocation

shall be borne by such other party, and Licensee shall not be required to relocate such Cables or Installations until adequate assurance of payment or reimbursement is delivered to Licensee by such other party.

In the event the Licensee is required to disconnect, relocate, remove, change, or alter the position of part or all of its Cable and/or Installation from the 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 the Licensee shall be liable to the City for all reasonable costs regarding same. The City may either demand payment from the Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by the Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by the Licensee, which payment must be received by the City within sixty (60) days of demand and receipt by the Licensee of all invoices and documentation supporting the actual costs incurred by the City.

Removal of Unauthorized Cable or Installation: Within ninety (90) days following written notice from the City, the Licensee shall, at its own expense, remove all or part of any unauthorized Cable and/or Installation or appurtenances from the ROW. A facility is unauthorized and subject to removal in the following circumstances:

- (1) Upon expiration or termination of this Agreement or the permit obtained by the Licensee, unless otherwise permitted by applicable law;
- (2) If the Cable and/or Installation was constructed or installed without the prior grant of a license or permit;
- (3) If the Cable and/or Installation was constructed, installed, or maintained in violation of this Agreement or City ROW Standards; or
- (4) If the Cable and/or Installation was constructed or installed at a location not permitted by a permit obtained by the Licensee.

If the Licensee installs its Cable and/or Installation in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the City in the sum of One Thousand Dollars (\$1,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Cable and/or Installation remain in the ROW during that month until removed or permitted. These payments shall be the City's sole and exclusive remedy with respect to any alleged installation of a Cable or Installation in the ROW without a permit. Payment of the penalty shall not authorize the presence of the Cable and/or Installation in the specific site without a permit. No action or inaction by the City with respect to unauthorized use of any City ROW shall be deemed a ratification of an unauthorized use.

#### **SECTION 14. NO TRANSFER OR ASSIGNMENT**

This Agreement shall be binding upon and shall inure to benefit the Parties and their successors and assigns. During the term of this Agreement, the Licensee acknowledges and agrees that it does not have

the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the City; provided however, that the Licensee shall have the right, without the City's prior written consent, to assign or otherwise transfer this Agreement to any successor entity or affiliate or subsidiary of the Licensee, or to any entity into which the Licensee may be merged or consolidated or which purchases all or substantially all of the assets of the Licensee, so long as such entity expressly assumes in writing all obligations under this Agreement and provides documentation thereof to the City. Any such written consent required under this Section may not be unreasonably withheld. Any transferee or assignee shall be fully bound by all terms, conditions, and obligations of this Agreement, including but not limited to payment of all applicable license fees, insurance and indemnification obligations, and restoration requirements. The transferee or assignee shall, 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 vacates or ceases to use the Cable and/or Installations, the Licensee (and any successor not released by the City) shall remain liable for all obligations that by their nature survive termination, including but not limited to restoration of the public right-of-way, payment of any outstanding fees, indemnification, and removal of Installations if required by the City. If, prior to or in connection with such termination or cessation of use, the Licensee transfers title to the Cable and/or Installations to a third party, is merged or consolidated with another entity, or an entity acquires all or substantially all of the Licensee's assets or business related to the Cable and/or Installations, the Licensee shall remain liable under this Agreement unless and until the transferee has assumed all obligations under this Agreement in writing, to the reasonable satisfaction of the City, and the City has acknowledged such assumption and released the original Licensee from further obligation. Acceptance of payment from an entity or person other than the Licensee shall not constitute a waiver of this provision, nor relieve any party of responsibility under this Agreement without the City's express written approval. In all instances a successor Licensee shall, within five (5) business days of substitution, notify the City Public Works Director of its legal identity, address, e-mail address, phone numbers and the identity of its responsible representative to the City.

## **SECTION 15. INSURANCE**

**A. Required Coverages and Limits:** Licensee, at its own expense, shall maintain the following insurance coverages in companies licensed to do business in the State of Illinois and approved by the City:

1. Commercial General Liability Insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", "U" coverages" and products-completed operations coverage with limits not less than:
  - a. Three Million Dollars (\$3,000,000.00) for bodily injury or death to any one person;
  - b. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one occurrence.
  - c. Three Million Dollars (\$3,000,000.00) for property damage, including damage to City property, resulting from any one occurrence.
  - d. Three Million Dollars (\$3,000,000.00) for all other types of liability.

The foregoing coverage requirements can be satisfied by Licensee with a combination of General Liability and Umbrella Liability limits.

2. Comprehensive Automobile Liability Insurance covering the Licensee's owned, non-owned and leased vehicles with coverage limits of One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage, including contractual liability.
3. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per employee and per accident.
4. Statutory limits for Workers' Compensation.
5. Excess or Umbrella Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the commercial general liability, comprehensive automobile liability, and the explosion, collapse, and underground hazard liability limits set forth in this Section. Any excess of umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

**B. Additional Insureds.** The City and its elected and appointed officers, officials, employees, and agents shall be listed and endorsed as additional insureds under the Commercial General Liability, Comprehensive Automobile Liability, and Excess or Umbrella policies of insurance.

**C. Maintenance and Renewal of Required Coverages.** Each policy shall provide that it will not be cancelled or materially modified without thirty (30) days' prior written notice to the City and shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by certified mail, return receipt requested, of a written notice addressed to the City Administrator of such intent to cancel or not to renew."

**D. Primary and Non-Contributory.** All required insurance coverages shall be primary and non-contributory as to the City and its elected and appointed officers, officials, employees, and agents.

**E. Insurance Companies.** All insurance provided pursuant to this Section shall be affected 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 a class size of "X" or higher by A.M. Best Company.

**F. Certificates of Insurance.** The Licensee shall provide certificates of insurance reflecting the requirements of this Section to the City within thirty (30) calendar days following notification that its application is complete. Furthermore, the Licensee shall ensure that updated Certificates of Insurance are submitted to the City upon each renewal or expiration of the insurance policies, maintaining continuous and compliant coverage for the duration of the license term. Additionally, the Licensee shall furnish updated Certificates of Insurance to the City upon request at any time during the term of the license.

**G. Subcontractors.** The Licensee shall include all subcontractors as insureds under its policies or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**H. Self-Insurance.** The Licensee may self-insure all or a portion of the insurance coverage and limit requirements required by this Section. The Licensee that self-insures is not required, to the extent of such self-insurance, to comply with the following requirements: the naming of additional insureds under this Section, the provision of a Certificate of Insurance, or notice of cancellation of coverage. The Licensee that elects to self-insure shall provide the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limits required in this Section, such as evidence that the Licensee is a "private self-insurer" under the workers' compensation act. Self-insurance shall be primary, and any City policies of insurance shall be deemed non-contributory. Self-insurance shall only be allowed with the City's written approval, which shall not be unreasonably withheld.

**I. Cross-Liability Coverage.** Certificates of Insurance not written on the standard ACCORD form shall be endorsed to provide cross-liability coverage.

**J. Alternative Insurance Structures.** The insurance requirements set forth in this Agreement reflect the City's determination of the minimum coverage necessary to adequately protect the public interest and the City's risk exposure. Licensee is expected to comply fully with these requirements. The City does not favor or encourage the use of alternative insurance structures, and any request for deviation must include a detailed justification. Notwithstanding the specific insurance requirements set forth in this Agreement, the City may, in its sole discretion, accept alternative insurance arrangements, coverages, or limits proposed by the Licensee, provided that such alternative insurance affords protection to the City that is substantially equivalent to or greater than the insurance required herein, as determined by the City's Attorney, Finance Director, or other designated representative.

## **SECTION 16. DEFENSE, INDEMNIFICATION OF CITY**

To the fullest extent permitted by Illinois law, and without regard to the availability or unavailability of any insurance, Licensee shall, at its own expense, defend with competent legal counsel, all claims, actions, and suits that may be brought against the City on account of or in connection with the gross negligence or willful misconduct of Licensee or its affiliates, officers, employees, agents, contractors, or subcontractors in the performance of any obligations hereby imposed upon or assumed by Licensee, or by reason of or in connection with any damage to life, limb, or property arising out of or resulting from the gross negligence or willful misconduct of Licensee or its affiliates, officers, employees, agents, contractors, or subcontractors in performing any of their obligations hereunder or in connection with any and all Installations and all other facilities constructed, used or maintained by Licensee or its affiliates, officers, employees, agents, contractors or subcontractors under or by virtue of this Agreement, including, but not limited to those arising from the location, construction, installation, use, removal, relocation, alteration, repair, maintenance, or restoration of the Installations or any portion of the ROW. Licensee shall hold and save the City harmless from any and all Liability and Expense as herein defined unless the Liability or Expense is caused by the negligence or willful or wanton misconduct of the City or its agents, contractors, or employees. As used in this Section 16, "Liability and Expense" includes, without limitation, all such, judgments, costs, expenses, attorneys' fees, claims, demands, damages, injuries, losses or penalties for or associated with any provisions of this Agreement, and the construction, installation, use, removal, relocation, alteration, repair, maintenance and restoration of the Installations, and for any and all damages hereto and on account of the location, construction, use, alteration, repair or maintenance of any ROW. As used in this Agreement, "costs" and "expenses"

include without limitation reasonable attorneys' fees, professional or witness fees, and all other reasonable costs and expenses incurred in defending against any claim, demand or action.

To the fullest extent permitted by Illinois law, and without regard to the availability or unavailability of any insurance, Licensee, at its own expense, shall defend, indemnify and hold harmless the City and its officers, officials, agents and employees, from liability, arising out of all judgments or settlements, including reasonable attorneys' fees, whether for personal injury, bodily injury, property damage or loss or interruption of utility service arising out of the gross negligence or willful misconduct of Licensee in the construction, installation, reconstruction, maintenance or other operations of Licensee or its affiliates, officers, employees, agents, contractors, or subcontractors, unless said damage or loss is caused by the negligence or willful or wanton misconduct of the City, its agents, contractors, or employees. The City will promptly provide Licensee written notice of any claim, demand, action, or proceeding for which indemnification will be sought under this provision of the Agreement. Licensee will have the right at its cost and expense to assume the defense of such claim, demand, action, or proceeding, using counsel acceptable to the City. The City will have the right to participate, at its own cost and expense, with respect to any such claim, demand, action, or proceeding that Licensee defends. In connection with such a claim, demand, action, or proceeding, Licensee and the City shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such claim, demand, action, or proceeding may be settled without the prior written consent of the City, which consent will not be unreasonably withheld or delayed.

In no event shall Licensee be liable to the City, whether in contract, tort, or equity, for any punitive, consequential, indirect, or exemplary or incidental damages resulting any way from performance or non-performance under this Agreement, including without limitation damages based on delay, loss of use, lost revenues or lost profits.

The indemnification provisions set forth in this Section shall remain in effect for any claims based on occurrences during a license period and shall survive the termination and expiration of this Agreement.

#### **SECTION 17. RESERVATION OF IMMUNITIES**

Nothing in this Agreement shall be interpreted or constitute or to a waiver, release, otherwise compromise the City's common law or statutory privileges or immunities which are fully reserved.

#### **SECTION 18. PERFORMANCE BOND; LIQUIDATED DAMAGES**

A. Performance Bond. Licensee shall secure and maintain, throughout the Term and any extension of the Term, a performance bond in a form approved by the City, with a good and sufficient surety approved by the City, in an amount of \$50,000.00, on the condition that Licensee well and truly observes, fulfills, and performs in connection with each provision, term, and condition of this Agreement and that, in the event of any breach, damage, casualty, loss, obstacle, or impediment (a "Failure") of Licensee, the City is entitled to recover from the principal and sureties in the full amount of all costs, expenses, and attorneys' fees, resulting from the Failure.

B. Liquidated Damages. The Parties acknowledge that Licensee's timely and proper exercise of its rights under this Agreement-including installation, relocation, maintenance, and removal of its facilities within

the public right-of-way—is essential to minimize disruption to the public, ensure efficient use of the right-of-way, and avoid unnecessary administrative burden on the City.

Accordingly, any failure by Licensee to timely complete such activities, to adequately supervise its contractors or subcontractors, to restore disturbed areas the right-of-way in accordance with this Agreement and applicable City standards, or to resolve material or repeated complaints from the public or City personnel, shall constitute a "Performance Deficiency" under this Agreement.

Such Performance Deficiencies may result in harm to the City, including disruption of services, interference with other right-of-way users, administrative oversight, and loss of public confidence. The amount of actual damages resulting from such deficiencies is difficult, if not impossible, to determine with certainty. Therefore, beginning on the calendar day following written notice of a Performance Deficiency from the City that remains uncured for more than thirty (30) days following receipt by Licensee of such notice, and for each calendar day thereafter that the deficiency remains unresolved, Licensee shall pay the City, as liquidated damages and not as a penalty, \$150.00 per calendar day. If the nature of the alleged Performance Deficiency is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such period. Licensee shall also reimburse the City for all costs, expenses, and fees (including reasonable attorneys' fees) incurred by the City in connection with such deficiency and the enforcement of this Section. The Parties acknowledge and agree that this daily amount is a reasonable estimate of the City's damages under the circumstances existing as of the effective date of this Agreement.

In addition to the foregoing, if any Performance Deficiency remains uncured for more than thirty (30) calendar days following the City's written notice, or if the City determines that Licensee has engaged in repeated or systemic performance deficiencies, the City may, in its sole discretion, suspend Licensee's rights under this Agreement, in whole or in part, including the right to initiate or continue any new Installations in the public ROW, until such time as the deficiency is corrected to the City's reasonable satisfaction. Such suspension shall be without prejudice to the City's right to pursue additional remedies under this Agreement or at law.

Any payments made by Licensee under this Section 18.B shall be the City's sole and exclusive remedy for any Performance Deficiency, but shall not limit the City's ability to recover direct damages for other breaches of this Agreement. There shall be no credit for early or expedited performance. The City may, in its sole discretion, withhold accrued liquidated damages from any performance security or other financial assurance provided by Licensee.

#### **SECTION 19. LICENSEE EMERGENCIES**

In an emergency related to an element of work, an Installation, or any other issue involving the Licensee that requires action by the Licensee affecting (i) the ROW or any other City facility or (ii) causing the City to alter, remove, relocate, or otherwise address the ROW, the Licensee's Installation, or other City responses or work, the Licensee shall reimburse the City for all associated emergency work costs. As used herein, "Emergency" refers to any unforeseen situation that creates an immediate danger to persons, public health, safety or an essential service, where delay may result in injury to persons or an unsafe environment.

## **SECTION 20. DEFAULT; TERMINATION**

A. If Licensee fails or neglects to comply with a material provision of this Agreement and fails to cure the failure or neglect within sixty (60) working days after written notice from the City of the failure or neglect, or such longer time period agreed to by the Parties, or if Licensee advises the City in writing that Licensee no longer requires the use of any or all Installations, then the City may immediately terminate this Agreement and rescind the License. If the nature of an alleged breach is such that it cannot reasonably be cured within such 60-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such period. However, Licensee shall within thirty (30) calendar days of receiving written notice of such failure or neglect from the City provide the City with written confirmation identifying the steps it has taken or will take to commence cure. To "commence cure" means that Licensee has undertaken identifiable and reasonable actions to address the failure or neglect, including but not limited to, initiating internal processes, submitting payment requests, scheduling field work, or engaging contractors. Once commenced, the cure shall be diligently pursued to completion. Additionally, the City may terminate this Agreement and rescind the License if: (1) Licensee made fraudulent, false, misleading, or materially incomplete statements in the permit application; (2) Licensee fails to construct the Installations substantially in accordance with the permit and approved plans; or (3) Licensee fails to provide required traffic control and does not respond to the City's requests to correct such deficiencies within a reasonable time frame. In any of these cases, Licensee forfeits all rights created in this Agreement.

B. If this Agreement is terminated, then the City may require Licensee to remove all Cable and Installations from all ROW and to restore all ROW and other premises affected by Licensee's Cable and Installations to a condition reasonably satisfactory to the City. If Licensee fails or refuses to remove all Cable and Installations or fails or refuses to restore all ROW and other premises, then the City, after 30 days' prior written notice to Licensee, may (i) claim the Cable and Installations as the property of the City at no cost to the City or (ii) remove all Cable and Installations and restore all ROW and other premises at the sole cost and expense of Licensee. Licensee has no claim, and hereby disavows any claims whatsoever, for damages against the City or any of its officers, officials, employees, or agents, on account of the matters stated in this Section or elsewhere in this Agreement.

## **SECTION 21. DUTY TO PROVIDE INFORMATION**

Within fifteen (15) days of a written request from the City, the 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 the Licensee in the City.

## **SECTION 22. VIDEO PROGRAMMING**

The Licensee shall notify the City if it intends on providing cable television content over the Installation to subscribers within the City. If required by law, the Licensee will enter into a cable franchise or an open video system franchise agreement with the City in the event the Licensee does provide cable television content over its Installation.

## **SECTION 23. NO ENCUMBRANCES**

The Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to be filed against title to the ROW.

**SECTION 24. AGREEMENT NONEXCLUSIVE**

Nothing in this Agreement may be interpreted, applied, deemed or construed to impede or prohibit the City from entering into any other agreements with any other entities regarding ROW or other City property, including without limitation agreements with entities similar to Licensee. The provisions of this Agreement and the License are not intended to, and do not, limit or modify any agreement, franchise, license, or permit previously granted by the City to any other entity regarding ROW or any other property. Therefore, Licensee acknowledges and declares that Licensee shall, and will, exercise the provisions of this Agreement in a manner that will not interfere with the prior or future rights of other entities and that will not endanger or impair any facilities of other entities. The City agrees that it will require other entities to respect, in like manner, the authority given to Licensee in the provisions of this Agreement.

**SECTION 25. SEVERABILITY**

If any provision of this Agreement is for any reason held to be illegal or invalid, then the illegality or invalidity will not affect any other provision of this Agreement.

**SECTION 26. NOTICE AND MAILING OF ADDRESSES**

Except as otherwise specified in this Agreement, all notices, requests, and other communications (a "Notice") shall be in writing, and will be deemed properly served (A) if the Notice is hand-delivered to the party at the following address and will be in effect upon delivery or (B) if the Notice is sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the following address:

If to City:

City of Edwardsville  
Public Works Director  
200 E. Park St.  
Edwardsville, IL 62025

with a copy to:

City of Edwardsville  
City Administrator  
118 Hillsboro Ave.  
Edwardsville, IL 62025

If to Licensee:

WANRack, LLC  
c/o Gateway Fiber  
Attn: Legal Department  
2342 Technology Drive  
O'Fallon, MO 63368

or to another addresses a party may designate by written notice to the other party, so long as the written notice is given in accordance with this Section.

#### **SECTION 27. FORCE MAJEURE**

Neither the City nor Licensee will be liable for any failure to deliver or perform or for delay in delivery or performance due to a cause beyond its reasonable control, including without limit a natural disaster, an action of a governmental authority other than the City, a flood, a fire, a war or civil disturbance, a serious transportation or telecommunications problems not caused or contributed to by the other party, or any act of God.

#### **SECTION 28. LICENSEE CERTIFICATIONS**

As of the Effective Date, Licensee warrants to and executes the Certifications attached to this Agreement. Licensee and the City agreed that those Certifications are material to this Agreement and any change in Licensee's representations with respect to the Certifications shall constitute a breach of this Agreement.

#### **SECTION 29. CHANGE OF LAW; RIGHTS UNDER LAWS**

If any Federal, State, or local law or regulation (including, but not limited to, those issued by the FCC or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the Parties under this Agreement shall change after the effective date of this Agreement and such change makes any aspect of such rights or obligations inconsistent with then effective Laws, then the Parties agree to negotiate in good faith an amendment to this Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change. Changes in Federal, State or local laws of regulations effecting the placement of an Installation under this Agreement shall become effective for each new Installation, subject to a supplement application, from the legally effective date of the change, so long as the permit for the supplement has not been granted as of that effective date and shall not require an amendment to this Agreement to be enforceable by the City. This Agreement is not intended in any way to limit or waiver either Party's present or future rights under applicable State and Federal law.

#### **SECTION 30. GENERAL MATTERS**

A. Compliance with Law: Licensee shall at all times comply with all applicable federal and State of Illinois laws, rules, and regulations and all City codes and ordinances.

B. Effect of Noncompliance: Any failure of Licensee to comply with any provision or condition of this Agreement will not be excused and will be grounds for the City to terminate this Agreement in accordance with the terms hereof.

C. Assumption of Risk: Licensee acknowledges that it has carefully read the provisions and conditions of this Agreement and that it is willing to, and does, accept all risks of the meaning of the provisions and conditions of this Agreement.

D. Authority to Enter Agreement: Licensee hereby warrants and represents to the City that: (1) it has the right, power, and authority to enter into this Agreement and to accept the License; (2) the individuals executing this Agreement on behalf of Licensee have the power and authority to bind Licensee to this Agreement; and (3) neither the signing of this Agreement nor the performance of the obligations contemplated in this Agreement will result in a breach or default under any agreement to which Licensee is a party nor will violate any restriction, court order, or agreement to which it is subject.

E. No Exemption To Lawful Taxes or Assessments: Nothing contained in this Agreement may be construed to exempt Licensee from any tax levy or assessment which is or may be hereafter lawfully imposed.

F. Amendment: Any amendment to this Agreement shall be in writing signed by each Party and shall take effect upon the effective date specified therein. Notwithstanding the foregoing, the City may from time to time adjust the Base Annual License Fee and the Annual Linear Foot License Fee by ordinance or resolution adopted by the City Council, which shall take effect no sooner than thirty (30) days after written notice of such adjustment is provided to Licensee.

G. Law and Venue: This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall be brought in the Circuit Court for the Third Judicial Circuit, Madison County, Illinois.

H. Permit Required for Provision of Services: Nothing in this Agreement may be interpreted, applied, deemed, or construed to permit Licensee to provide any services to locations or businesses in, or residents of, the City. If Licensee desires to provide any services within the corporate limits of the City, then Licensee shall first obtain all necessary permits, licenses, and other approvals required by the City.

I. No Third-Party Beneficiaries: This Agreement is entered into for the sole benefit of the Parties hereto, and nothing in this Agreement shall be construed as either expressly or indirectly extending, establishing, or acknowledging any rights or obligations in favor of third persons who are not signatories or beneficiaries to this Agreement, provided, however, Licensee shall have the right to use the Installation(s) to provide services for its customers.

J. Supervision: The Licensee assumes and exercises full responsibility for the supervision of its employees, contractors, sub-contractors, suppliers, vendors, and agents during the term of this Agreement. This paragraph is inserted solely for the benefit of the contracting Parties, and is not intended to establish, impose or acknowledge any duty to supervise as to third parties.

K. Paragraph Headings: The paragraph headings and references are for the convenience of the Parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

L. Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the City and Licensee have caused this Agreement to be signed in duplicate originals, each signed copy constituting an original, by its respective officers and attested, all as of the day and date first hereinabove set forth.

[INTENTIONALLY BLANK; SIGNATURE BLOCK ON NEXT PAGE]

**CITY OF EDWARDSVILLE**

City of Edwardsville

118 Hillsboro Ave.

Edwardsville, IL 62025

\_\_\_\_\_  
Name, Title

**WANRACK, LLC**

Signed by:  
  
\_\_\_\_\_  
EA2C5BF6E7AD42A...

Craig Cerrana, Chief Financial Officer

**DATE:** February 10, 2026



**ACTION ITEM TITLE:** Approval to Purchase a 2026 Ford F-250 Service Truck from Olathe Ford Sales, Inc. through the Sourcewell Joint Purchasing Contract #032824-OLA in the amount of \$66,274.00

**ORIGIN:** Public Works

**SUMMARY:**

This item is to approve the purchase of a 2026 Ford F-250 Service Truck for use by the Public Works Department through the Sourcewell Joint Purchasing Contract.

**RATIONALE:**

This vehicle will be utilized primarily by the Public Works Department, water division staff. The purchase of this vehicle will continue to update the existing fleet.

This vehicle is a budgeted item for the 2025-2026 Fiscal Year. This purchase is proposed to be funded from the Water Operation & Maintenance - Vehicle Purchase Line Item (6218120-6730).

**COMPLIANCE WITH COMPREHENSIVE PLAN OR OTHER PLAN:**

Not Applicable

**SUGGESTED COUNCIL ACTION:**

Approval



# Purchase Order / Quote

OLATHE FORD SALES INC  
 DEBI JONES  
 GOVERNMENT MANAGER  
 DIRECT - 913-238-0252

Date	1/16/2026
Valid Until	3/2/2026
Contract	SOURCEWELL - 032824
PO	
Lead Time	ORDER 90 TO 120 DAYS

**Customer:**

CARSON RILEY  
 CITY OF EDWARDSVILLE

**Invoice Address:**

**Delivery Address:**

SAME

Description - Vehicle Preview Details	Line Total
2026 FORD F250 4X4 SUPERCAB XL 164 WHITE	\$65,924.00
F250 4X4 SUPERCAB PICKUP/164 SPECIAL DEALER ACCOUNT ADJUSTM TOTAL BASE VEHICLE Z1 OXFORD WHITE 1 CLOTH 40/20/40 SEAT S MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.600A .XL TRIM 572 .AIR CONDITIONING -- CFC FREE .AM/FM STEREO MP3/CLK 99A .6.8L DEVCT NA PFI V8 ENGINE 44F 10-SPEED AUTO TOROSHIFT-G TBM LT245/75R17E BSW ALL-TERRAIN X3E 3.73 ELECTRONIC-LOCKING AXLE 66D PICKUP BOX DELETE .REAR VIEW CAMERA & PREP KIT 153 FRONT LICENSE PLATE BRACKET 18A VEHICLE INTEGRATION SYSTEM 2.0 18B PLATFORM RUNNING BOARDS 9900# GVWR PACKAGE 425 50 STATE EMISSIONS 43C 120V/400W OUTLET 473 SNOW PLOW PREP PACKAGE 512 SPARE TIRE AND WHEEL 52B TRAILER BRAKE CONTROLLER 592 ROOF CLEARANCE LIGHTS JACK 66S UPFITTER SWITCHES 67B 410 AMP DUAL ALTERNATOR 86M DUAL BATTERY CONN PKG: 1 YR INCL W/FORD APP 96V XL CHROME PACKAGE .FOG LAMPS READING SL SERVICE BODY INCLUDED	\$0.00
Delivery	\$350.00

**Special Notes and Instructions**  
**MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING**

QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOOR PLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.

PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal less trade-in	\$66,274.00
Sales Tax 0.00%	\$0.00
Tire Tax 0	\$0.00
Extended Warranty	\$0.00
Flooring	\$0.00
Delivery	\$0.00
MSO / ODO	\$0.00
Total Per Unit	\$66,274.00
Quantity of Units	1
<b>PO Total</b>	<b>\$66,274.00</b>

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Date \_\_\_\_\_

If you have any questions concerning this quote, contact Debi Jones Thank you for your business!



**DATE:** 1/28/2026

**ACTION ITEM TITLE:** Change Order #2 & Final for the Cass Avenue Water Main Improvements Project in the decreased amount of \$47,225.70.00.

**ORIGIN:** Public Works Department

**SUMMARY:**

This is an informational Change Order #2 & Final for the Cass Avenue Water Main Improvements Project in the decreased amount of \$47,225.70.00.

**RATIONALE:**

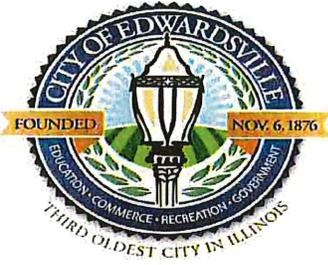
This change order is the final adjustment in the quantity of items on the contract as shown in Exhibit A. These changes result in a net decrease of \$47,225.70 to the current contract total.

**COMPLIANCE WITH COMPREHENSIVE PLAN OR OTHER PLAN:**

Not Applicable

**SUGGESTED COUNCIL ACTION:**

No Action Needed



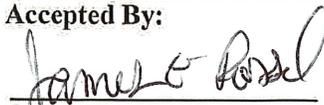
## CHANGE ORDER

No. 2 & FINAL  
 Project Cass Avenue Water Main Improvements  
 Date of Issuance 1/23/2026 Effective Date 1/23/2026  
 Owner City of Edwardsville  
 Contractor Haier Plumbing and Heating, Inc.  
 Engineer City of Edwardsville

**You are directed to make the following changes in the Contract Documents (Description Below)**

Adjustment of Contract Quantities as shown in Exhibit A

**Reason for Change Order:** Field changes necessary to account for unforeseen circumstances that arose during construction and final reconciliation of contract quantities

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
Original Contract Price <u>\$699,795.40</u>	Original Contract Time <u>August 21, 2025</u> <i>Days or Dates</i>
Net changes from previous Change Orders <u>\$9,020.00</u>	Net changes from previous Change Orders <u>N/A</u> <i>Days</i>
Contract price prior to this Change Order <u>\$708,815.40</u>	Contract Times prior to the Change Order <u>August 21, 2025</u> <i>Days or Dates</i>
Net Decrease of this Change Order <u>-\$47,225.70</u>	Net Increase of this Change Order <u>N/A</u> <i>Days</i>
Contract Price with all approved Change Orders <u>\$661,589.70</u>	Contract Times with all approved Change Orders Ready for final payment: <u>12/31/2025</u> <i>Days or Dates</i>
<b>Recommended By:</b>  Director of Public Works Ryan Zwijack, PE Date: <u>1/23/26</u>	<b>Accepted By:</b>  Contractor (Authorized Signature) Date: <u>1/28/26</u>

## Cass Avenue Water Main Improvements

### Exhibit A

#### ADDITIONS

ITEM	UNIT	ADDITION		
		QUAN.	UNIT PRICE	VALUE
HMA BC IL-19.0 N70	TON	26	\$162.00	\$4,212.00
COLD MILL EXISITING SURFACE	SQ YD	1955	\$17.50	\$34,212.50
BIT MATLS TACK CT	POUND	899	\$3.20	\$2,876.80
WATER MAIN 6	FOOT	1	\$80.00	\$80.00
WATER MAIN 8	FOOT	36	\$98.00	\$3,528.00
SIDEWALK REMOVAL	SQ FT	680	\$4.00	\$2,720.00
PCC SIDEWALK, 4"	SQ FT	680	\$26.00	\$17,680.00
INLETS, TYPE A, TYPE 8 GRATE	EACH	3	\$2,350.00	\$7,050.00
DRIVEWAY PAVEMENT REMOVAL	SQ YD	36	\$25.00	\$900.00
PCC DRIVEWAY PAVEMENT 8"	SQ YD	36	\$180.00	\$6,480.00
WATER MAIN 8"	FOOT	175	\$104.00	\$18,200.00
WATER MAIN 6"	FOOT	14	\$60.00	\$840.00
WATER MAIN 4"	FOOT	6	\$55.00	\$330.00
INLET TO BE ADJUSTED	EACH	1	\$950.00	\$950.00
EXCAVATING AND GRADING EXISITING DITCH	L SUM	1	\$800.00	\$800.00
			Total	\$100,859.30

#### DEDUCTIONS

ITEM	UNIT	DEDUCTION		
		QUAN.	UNIT PRICE	VALUE
DRIVEWAY PAVEMENT REMOVAL	SQ YD	9.6	\$10.00	\$96.00
PCC DRIVEWAY PAVEMENT, 6 INCH	SQ YD	9.6	\$220.00	\$2,112.00
CL D PATCH T4 6	SQ YD	9	\$135.00	\$1,215.00
AGG BASE CSE B	TON	54	\$35.00	\$1,890.00
TRENCH BACKFILL	CU YD	466	\$52.00	\$24,232.00
DUCTILE IRON WATER MAIN FITTING 8" 90 DEGREE BEND	EACH	1	\$1,050.00	\$1,050.00
DOMESTIC METER VAULTS	EACH	1	\$1,000.00	\$1,000.00
DOMESTIC METER VAULTS TO BE REMOVED	EACH	1	\$200.00	\$200.00
VALVE BOX REMOVED	EACH	1	\$1,000.00	\$1,000.00
LONG SERVICE TRANSFER 1"	EACH	1	\$1,800.00	\$1,800.00
CROSSBLOCK	EACH	1	\$500.00	\$500.00
CUT AND CAP EXISTING 2" WATER MAIN	EACH	1	\$1,200.00	\$1,200.00
REPAIR UNSUIT SUBBASE	SQ YD	1034	\$35.00	\$36,190.00
COMPLETE SERVICE	EACH	27	\$2,800.00	\$75,600.00
			Total	\$148,085.00

**NET CHANGE= (\$47,225.70)**



**DATE:** 2/6/2026

**ACTION ITEM TITLE:** Change Order #1 for the Florida Street Improvements Project in the increased amount of \$8,785.00.

**ORIGIN:** Public Works Department

**SUMMARY:**

This is an informational Change Order #1 for the Florida Street Improvements Project in the increased amount of \$8,785.00.

**RATIONALE:**

This change order is the change in the quantity of items on the contract and necessary force account work as shown in Exhibit A. This will result in a \$8,785.00 increase from the current contract total.

**COMPLIANCE WITH COMPREHENSIVE PLAN OR OTHER PLAN:**

Not Applicable

**SUGGESTED COUNCIL ACTION:**

No Action Needed



## CHANGE ORDER

No. 1  
 Project Florida Street Improvements  
 Date of Issuance 2/5/2026 Effective Date 2/5/2026  
 Owner City of Edwardsville  
 Contractor Keller Construction, Inc  
 Engineer City of Edwardsville

**You are directed to make the following changes in the Contract Documents (Description Below)**

Adjustment of Contract Quantities as shown in Exhibit A

**Reason for Change Order:** Field changes necessary to account for unforeseen circumstances that arose during construction and reconciliation of contract quantities

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
<b>Original Contract Price</b> <div style="text-align: center;"> <u>\$1,068,273.10</u> </div>	<b>Original Contract Time</b> <div style="text-align: center;"> <u>N/A</u>  <i>Days or Dates</i> </div>
<b>Net changes from previous Change Orders</b> <div style="text-align: center;"> <u>\$0.00</u> </div>	<b>Net changes from previous Change Orders</b> <div style="text-align: center;"> <u>N/A</u>  <i>Days</i> </div>
<b>Contract price prior to this Change Order</b> <div style="text-align: center;"> <u>\$1,068,273.10</u> </div>	<b>Contract Times prior to the Change Order</b> <div style="text-align: center;"> <u>August 21, 2025</u>  <i>Days or Dates</i> </div>
<b>Net Increase of this Change Order</b> <div style="text-align: center;"> <u>\$8,785.00</u> </div>	<b>Net Increase of this Change Order</b> <div style="text-align: center;"> <u>N/A</u>  <i>Days</i> </div>
<b>Contract Price with all approved Change Orders</b> <div style="text-align: center;"> <u>\$1,077,058.10</u> </div>	<b>Contract Times with all approved Change Orders</b> Ready for final payment: <div style="text-align: center;"> <u>June 1, 2026</u>  <i>Days or Dates</i> </div>
<b>Recommended By:</b> <div style="text-align: center;">   <hr style="width: 100%;"/>                     Director of Public Works                      Ryan Zwijack, P.E.                      Date: <u>2/5/26</u> </div>	<b>Accepted By:</b> <div style="text-align: center;">   <hr style="width: 100%;"/>                     Contractor                      (Authorized Signature)                      Date: <u>2/5/26</u> </div>

## Florida Street Improvements

### Exhibit A

#### ADDITIONS

ITEM	UNIT	ADDITION	UNIT PRICE	VALUE
		QUAN.		
FORCE ACCOUNT #1 - 6 INCH HOT TAP	EACH	1	\$ 7,685.00	\$7,685.00
WATER VALVES 8"	EACH	1	\$ 4,200.00	\$4,200.00
			Total	\$11,885.00

#### DEDUCTIONS

ITEM	UNIT	DEDUCTION	UNIT PRICE	VALUE
		QUAN.		
DUCTILE IRON WATER MAIN FITTINGS 8" 45.00 DEGREE BEND	EACH	2	\$1,550.00	\$3,100.00
				\$3,100.00

**NET CHANGE = \$8,785.00**



**DATE:** 2/10/2026

**ACTION ITEM TITLE:** Change Order #1 for the North Main Street Water Main and Streetscape Improvements in the increased amount of \$9,664.00.

**ORIGIN:** Public Works Department

**SUMMARY:**

This is an informational Change Order #1 for the North Main Street Water Main and Streetscape Improvements in the increased amount of \$9,664.00

**RATIONALE:**

This change order is the change in the quantity of items on the contract as shown in Exhibit A. This will result in a \$9,664.00 increase from the current contract total.

**COMPLIANCE WITH COMPREHENSIVE PLAN OR OTHER PLAN:**

Not Applicable

**SUGGESTED COUNCIL ACTION:**

No Action Needed



**N. Main St. Water Main and Streetscape Impvts.**

**Exhibit A**

**ADDITIONS**

ITEM	UNIT	ADDITION	UNIT PRICE	VALUE
		QUAN.		
MASONRY WALL CONSTRUCTION	SQ FT	151	\$64.00	\$9,664.00
				\$0.00
			Total	\$9,664.00

**DEDUCTIONS**

ITEM	UNIT	DEDUCTION	UNIT PRICE	VALUE
		QUAN.		
				\$0.00
				\$0.00

**NET CHANGE = \$9,664.00**