



Municipal Grounds and Property Committee

Meeting Agenda
February 24th, 2026
7:00 p.m.

1. Call to Order
2. Approval of Minutes: January 27th, 2026
3. Public Comment – send comments to pworks@palosheights.org
4. Director's Report
 - a. Motor Vehicle Maintenance
 - b. Cal Sag Trail at Lake Katherine Improvements
 - i. Request payment approval to the Illinois Department of Transportation (IDOT) for the construction of the concrete paver parking lot, retention basin, drainage improvements, and other required work on the Cal-Sag Trail at Lake Katherine Nature Center in the amount of \$154,106.14-**Agenda**
 - c. 2026 Tree Removal, Trimming, & Stump Removal Bid
 - i. Request approval to award the 2026 Tree Removal, Trimming, & Stump Grinding bid with Homer Tree Care in the amount of \$83,700.00 -**Agenda**
 - d. Fiber Optic Agreement
 - i. Request to adopt a resolution authorizing the Mayor to execute a Master License Agreement between Delta Communications LLC, doing business as Clearwave Fiber, and the City of Palos Heights for the use of City rights-of-way- **Agenda**
 - e. Memorial Park Gazebo
 - i. Request approval for authorization to go out to bid the Memorial Park Gazebo Reconstruction-**Agenda**
5. Professional Services
 - a. Request payment approval for professional engineering services to Christopher B. Burke Engineering, Ltd for the Cal-Sag Trail at Lake Katherine, Phase III project rendering through January 31st, 2026 in the amount of \$3,163.44-**Voucher**
6. Old Business
7. New Business
8. Motion to Adjourn



City of Palos Heights
Municipal Grounds and Property Committee
Tuesday, January 27, 2026/7:00 p.m.
MINUTES

CALL TO ORDER

Alderman Brennan, acting Chairman at the request of Chairman Begley, called the Municipal Grounds and Property Committee meeting to order at 7:07 p.m. In attendance were Alderman Brennan, Alderman Basso, Alderman Clifford, City Administrator Adam Jasinski, Public Works Director Joe Smith and recording secretary Jan Tomaszewski. Chairman Begley was absent.

APPROVAL OF MINUTES

Alderman Brennan moved to approve the minutes of the Municipal Grounds and Property Committee meeting held on November 25, 2025, seconded by Alderman Clifford. On a voice vote, the motion passed unanimously.

PUBLIC COMMENT

None.

DIRECTOR'S REPORT

Director Smith presented the following report:

- **CNC Lawn Care Maintenance Contract.** This is the same price we paid last year. CNC Lawn Care will hold that price for three years.

City Administrator Jasinski explained that this work encompasses everything that is in the business area. The service provides pulling weeds, adding fresh mulch and the clean-up of trash. It saves the City resources as we are not as efficient as CNC.

- Alderman Brennan motioned to approve CNC Lawn Care for a 3-year Maintenance Contract servicing the Art Park, Raised Planters, and Plant Beds for the months of April through November not to exceed \$2,930.00 per month or \$23,440 per year for the months stated, seconded by Alderman Clifford. On a voice vote, the motion passed unanimously.
- **Harlem Avenue Banners.** These banners will alternate between two different 250-year themed designs and will be placed on every other light pole down Harlem Avenue. After the 4th of July, the City will change the banners to reflect the 25th anniversary of 9/11. The 9/11 banners are not included in this cost.
 - Alderman Brennan motioned to approve Bannerville for the artwork design, purchase, and installation of 22 banners on Harlem Ave in the amount of \$3,520.00, seconded by Alderman Brennan. On a voice vote, the motion passed unanimously.

- **Lake Katherine Pump.** We currently do not have a spare pump. Due to the wedding venues scheduled at Lake Katherine and the chance that the water will freeze in the winter if the existing pump breaks, it is imperative that we have a spare.
 - Alderman Brennan motioned to approve the purchase of a Sulzer/ABS Model XFP150G CB1.5 PE210/4 6" spare pump for the Lake Katherine Waterfall from Flow-Technics, Inc. in the amount of \$20,415.00, seconded by Alderman Clifford. On a voice vote, the motion passed unanimously.
- **Light Pole Replacement.** This is the light pole by Lumes that was knocked out in a car accident last December. We have filed claim with IRMA for reimbursement.
 - Alderman Brennan motion to approve the purchase of a Sternberg light pole with all parts included with The Lighting Digest in the amount of \$17,648.00, seconded by Alderman Clifford. On a voice vote, the motion passed unanimously.

PROFESSIONAL SERVICES

- Alderman Brennan motioned to approve payment for professional engineering services to Christopher B. Burke Engineering, Ltd for the Cal-Sag Trail at Lake Katherine, Phase III project rendering through December 31st, 2025 in the amount of \$6,048.87, seconded by Alderman Clifford. On a voice vote, the motion passed unanimously.
- Alderman Brennan motioned to approve payment for the installation of the keyless door security system in City Hall with JMH Networks in the amount of \$25,181.83, seconded by Alderman Clifford. On a voice vote, the motion passed unanimously.

OLD BUSINESS

Alderman Basso inquired as to the status of updating street signs in Olde Palos.

Alderman Basso also stated that the bushes located along the entrance way into City Hall are supposed to be one long running hedge, not individual ball-type hedges. Alderman Basso is asking Public Works Director Smith to look into these two issues.

NEW BUSINESS

Alderman Clifford inquired as to the what is the plan for the 25th Anniversary of September 11th. He revisited the issue of two small bronze sculptures to be placed at the Memorial.

Alderman Basso suggested that we have a professional design whatever we decide due to the magnitude of the event. Possibly sit down with the artist of the existing monuments to get a feel for how we want to proceed.

ADJOURNMENT

There being no further business, Alderman Brennan moved to adjourn, seconded by Alderman Clifford. All in favor. Meeting adjourned at 7:26 p.m.

Respectfully Submitted,

Jan Tomaszewski, Recording Secretary



Illinois Department of Transportation

Invoice

City of Palos Heights
City Clerk
7607 West College Drive
Palos Heights, IL 60463

INVOICE NO. 127303
RESP. CODE 9040
INVOICE DATE 02/01/2026
REVENUE CODE 6305
COBJ NUMBER 3770000004379
DOC NUMBER

EXPLANATION OF CHARGES

PAY FROM THIS INVOICE

LOCATION: LAKE KATHERINE NATURE
LOCAL SECTION:
ROUTE: CAL-SAG TRAIL
SECTION: 19-00058-00-BT
COUNTY: Cook
JOB NO.: C-91-009-20
PROJECT NO.: 8YBQ-608
CONTRACT NO.: 61K41
DISTRICT: 1

AMOUNT

The Agreement executed 7/3/2024 between
City of Palos Heights, and the State of Illinois
provides that the city will reimburse the State
for part of the construction costs.

CITY SHARE:

Y230K01	\$770,530.70
LESS FEDERAL SHARE @ 80% NTE \$956,400	(\$616,424.56)
LOCAL AGENCY SHARE	\$154,106.14

Payment Due Date 02/15/2026

TOTAL DUE \$154,106.14

PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

MAIL TO: Illinois Department of Transportation
Room 322, Harry R. Hanley Building
2300 So. Dirksen Parkway
Springfield, IL 62764

INQUIRIES CONTACT: Local Agency-Agreement Analyst at 217/524-6531.

Date Time : 12/9/2025 3:31:29 PM



Illinois Department
of Transportation

Contractor Invoice

ROUTE: CAL-SAG, TRAIL
SECTION: 19-00058-00-BT
PROJECT: 8YBQ-608
STATE JOB: C9100920

CONTRACT NUMBER: 61K41
FROM DATE: 12/02/24
TO DATE: 10/07/25
DISTRICT/COUNTY: 01/031 - Cook

Aeronautics IL Project Number:

Airport Proj. Mgmt. Sys. Line Item No.:

Contract Description: CONSTRUCT A CONCRETE PAVER PARKING LOT, RETENTION BASIN, DRAINAGE IMPROVEMENTS, AND OTHER WORK ON THE CAL-SAG TRAIL AT THE LAKE KATHERINE NATURE CENTER IN PALOS HEIGHTS.

PAYEE: D. Construction, Inc.
ADDRESS: 1488 So. Broadway Coal City IL
60416

CONTRACTOR: D. Construction, Inc.
ADDRESS: 1488 S Broadway Coal City IL 60416

Pay Estimate: 4

Percent Complete: 94.41%

Billed @80%

FAS ID	CONTRACT AWARDED AMOUNT	TOTAL ADJUSTED CONTRACT VALUE	TOTAL AMOUNT DUE TO DATE
Y230K01	\$870,602.50	\$963,163.38	\$909,339.54
Total	\$870,602.50	\$963,163.38	\$909,339.54

Total Completed Amount: \$909,339.54
Other Direct Pay Participant(s) Share (including this estimate): \$0.00
Total Amount Due before retainage, liens, and other deductions: \$909,339.54
Retainage % held by Dept: 0.00%
Total Retained by Dept. (including this estimate): \$0.00
Retainage % held by Trust: 0.00%
Total Retained by Trust (including this estimate): \$0.00
Liens: \$0.00
Other Deductions: \$0.00
Total Amount Due after retainage, liens, and other deductions: \$909,339.54
Previous Paid Amount: (\$809,216.73)
Pay Estimate 4 Total: \$100,122.81

APPROPRIATION	INVOICE AMOUNT	SCHEDULE NUMBER
260114944279001024	\$100,122.81	2026ZZDOTBCM 0114944279001024C970654
Total	\$100,122.81	



**Illinois Department
of Transportation**

ALL ITEMS (SUBMITTAL FORM)
OFFICIAL COPY OF CLOSED ESTIMATE

Route:

CAL-SAG,
TRAIL

Section:

19-00058-00-
BT

Job Number:

C9100920

To Date:

10/07/2025

Report Date:

12/09/2025

Contract #: 61K41
Contract Name: CONSTRUCT A CONCRETE PAVER PARKING LOT, RETENTION BASIN,
DRAINAGE IMPROVEMENTS, AND OTHER WORK ON THE CAL-SAG TRIAL AT THE LAKE
KATHERINE NATURE CENTER IN PALOS HEIGHTS: Kyle Provost
PARTIAL ESTIMATE NUMBER 4

Contractor: D. Construction, Inc.

1488 S Broadway
Coal City, IL 60416

District:

District 1

Resident Engineer:

Chad Goddard

County:

Cook

PROJECT NUMBER: 8YBQ-608

FUND KEY: Y230K010310028		QTY THIS EST	UOM	AMT THIS EST	QTY TO DATE	AMT TO DATE	QTY	UNIT PRICE	
K0013055	PERENNIAL PLANTS, WETLAND EMERGE	PLACED	0.101	ACRE	\$3,333.00	0.101	\$3,333.00	0.130	\$33,000.0000
X0300019	REMOVE AND REINSTALL PARKING BLOC	PLACED	0.000	EACH	\$0.00	20.000	\$3,000.00	20.000	\$150.0000
X0325110	BIAXIAL GEOGRID	PLACED	0.000	SQ YD	\$0.00	3,555.800	\$17,779.00	3,675.000	\$5.0000
X0326806	WASHOUT BASIN	PLACED	0.000	L SUM	\$0.00	1.000	\$2,700.00	1.000	\$2,700.0000
X0327978	CONCRETE PAVER PAVEMENT	PLACED	0.000	SQ YD	\$0.00	1,728.700	\$138,624.45	1,740.000	\$80.1900
X2511630	EROSION CONTROL BLANKET (SPECIAL)	PLACED	0.000	SQ YD	\$0.00	4,315.000	\$7,119.75	4,315.000	\$1.6500
X3020004	ENGINEERD SOIL F P SPL	PLACED	0.000	CU YD	\$0.00	609.100	\$53,600.80	615.000	\$88.0000
X3510407	AGGREGATE BASE COURSE, TYPE CA-7	PLACED	0.000	TON	\$0.00	1,170.110	\$40,953.85	1,375.000	\$35.0000
X5021507	DEWATERING	PLACED	0.250	L SUM	\$1,250.00	1.000	\$5,000.00	1.000	\$5,000.0000
X5610001	CLEANOUTS	PLACED	0.000	EACH	\$0.00	1.000	\$1,000.00	1.000	\$1,000.0000
X6640200	TEMPORARY CHAIN LINK FENCE	PLACED	0.000	FOOT	\$0.00	100.000	\$1,500.00	220.000	\$15.0000
X7010216	TRAFFIC CONTROL AND PROTECTION, (S	PLACED	0.100	L SUM	\$1,200.00	1.000	\$12,000.00	1.000	\$12,000.0000

! denotes item funding overrun

12/09/2025

FUND KEY: Y230K010310028									
		QTY THIS EST	UOM	AMT THIS EST	QTY TO DATE	AMT TO DATE	QTY	UNIT PRICE	
XX006493	WEATHER ST PB GR SPL	PLACED	0.000	FOOT	\$0.00	105.000	105.000	\$300.0000	
XX007079	CONCRETE RIBBON	PLACED	0.000	FOOT	\$0.00	1,236.000	1,240.000	\$30.0000	
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	PLACED	0.000	SQ YD	\$0.00	40.000	40.000	\$0.0100	
Z0013798	CONSTRUCTION LAYOUT	PLACED	0.500	L SUM	\$5,000.00	1.000	1.000	\$10,000.0000	
Z0019600	DUST CONTROL WATERING		0.000	UNIT	\$0.00		260.000	\$0.0100	
20200100	EARTH EXCAVATION	PLACED	0.000	CU YD	\$0.00	3,119.000	3,119.000	\$25.0000	
20201200	REMOVAL AND DISPOSAL OF UNSUITABL	PLACED	0.000	CU YD	\$0.00	2,155.000	2,155.000	\$30.0000	
20800150	TRENCH BACKFILL		0.000	CU YD	\$0.00		18.000	\$70.0000	
21101615	TOPSOIL FURNISH AND PLACE, 4"	PLACED	0.000	SQ YD	\$0.00	2,665.000	2,665.000	\$5.5000	
21101625	TOPSOIL FURNISH AND PLACE, 6"	PLACED	0.000	SQ YD	\$0.00	923.000	923.000	\$6.2500	
25000110	SEEDING, CLASS 1A	PLACED	0.000	ACRE	\$0.00	0.617	0.750	\$3,410.0000	
25000312	SEEDING, CLASS 4A	PLACED	0.000	ACRE	\$0.00	0.378	0.500	\$3,300.0000	
25000400	NITROGEN FERTILIZER NUTRIENT	PLACED	0.000	LB	\$0.00	47.500	125.000	\$3.3000	
25000600	POTASSIUM FERTILIZER NUTRIENT	PLACED	0.000	LB	\$0.00	47.500	125.000	\$3.3000	
28000250	TEMPORARY EROSION CONTROL SEEDIN		0.000	LB	\$0.00		140.000	\$2.2000	
28000400	PERIMETER EROSION BARRIER	PLACED	0.000	FOOT	\$0.00	1,644.000	2,620.000	\$4.4000	
28000510	INLET FILTERS		0.000	EACH	\$0.00		3.000	\$385.0000	
28001100	TEMPORARY EROSION CONTROL BLANK		0.000	SQ YD	\$0.00		4,315.000	\$0.5500	
28100107	STONE RIPRAP, CLASS A4	PLACED	0.000	SQ YD	\$0.00	34.000	35.000	\$100.0000	
30300001	AGGREGATE SUBGRADE IMPROVEMENT	PLACED	0.000	CU YD	\$0.00	250.000	250.000	\$60.0000	
30300112	AGGREGATE SUBGRADE IMPROVEMENT	PLACED	0.000	SQ YD	\$0.00	1,304.900	2,135.000	\$21.0000	
31101200	SUBBASE GRANULAR MATERIAL, TYPE B	PLACED	0.000	SQ YD	\$0.00	16.700	17.000	\$40.0000	
35101800	AGGREGATE BASE COURSE, TYPE B 6"		0.000	SQ YD	\$0.00		145.000	\$12.0000	
40600275	BITUMINOUS MATERIALS (PRIME COAT)		0.000	LB	\$0.00		5,150.000	\$0.0100	

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FUND KEY: Y230K010310028									
		QTY THIS EST	UOM	AMT THIS EST	QTY TO DATE	AMT TO DATE	QTY	UNIT PRICE	
40600290	BITUMINOUS MATERIALS (TACK COAT)	0.000	LB	\$0.00			515.000	\$0.0100	
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19	334.270	TON	\$35,098.35	657.410	\$69,028.05	706.000	\$105.0000	
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-	230.720	TON	\$25,379.20	455.960	\$54,555.60	500.000	\$110.0000	
42000100	PORTLAND CEMENT CONCRETE PAVEME	0.000	SQ YD	\$0.00	17.000	\$1,700.00	17.000	\$100.0000	
42400800	DETECTABLE WARNINGS	0.000	SQ FT	\$0.00	20.000	\$800.00	20.000	\$40.0000	
44000100	PAVEMENT REMOVAL	2,000.000	SQ YD	\$24,000.00	3,400.000	\$40,800.00	3,400.000	\$12.0000	
54213657	PRECAST REINFORCED CONCRETE FLAR	0.000	EACH	\$0.00	3.000	\$3,600.00	3.000	\$1,200.0000	
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	0.000	FOOT	\$0.00	271.000	\$20,325.00	279.000	\$75.0000	
60108204	PIPE UNDERDRAINS, TYPE 2, 4"	0.000	FOOT	\$0.00	115.000	\$4,025.00	115.000	\$35.0000	
60108212	PIPE UNDERDRAINS, TYPE 2, 12"	0.000	FOOT	\$0.00	544.000	\$38,080.00	544.000	\$70.0000	
60200205	CATCH BASINS, TYPE A, 4'-DIAMETER, TY	0.000	EACH	\$0.00	1.000	\$3,500.00	1.000	\$3,500.0000	
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE	0.000	EACH	\$0.00	1.000	\$4,000.00	1.000	\$4,000.0000	
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE	0.000	EACH	\$0.00	1.000	\$5,500.00	1.000	\$5,500.0000	
60235300	INLETS, TYPE A, TYPE 1 FRAME, CLOSED	0.000	EACH	\$0.00	2.000	\$4,500.00	2.000	\$2,250.0000	
60236200	INLETS, TYPE A, TYPE 8 GRATE	0.000	EACH	\$0.00	1.000	\$2,250.00	1.000	\$2,250.0000	
67100100	MOBILIZATION	0.000	L SUM	\$0.00	1.000	\$52,200.00	1.000	\$52,200.0000	
70107025	CHANGEABLE MESSAGE SIGN	0.000	CAL DA	\$0.00			30.000	\$75.0000	
72000100	SIGN PANEL - TYPE 1	0.000	SQ FT	\$0.00	43.000	\$1,419.00	43.000	\$33.0000	
72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	0.000	EACH	\$0.00	1.000	\$82.50	2.000	\$82.5000	
72400710	RELOCATE SIGN PANEL - TYPE 1	0.000	SQ FT	\$0.00	4.000	\$220.00	13.000	\$55.0000	
72900100	METAL POST - TYPE A	0.000	FOOT	\$0.00	127.750	\$2,107.88	144.000	\$16.5000	
78000100	THERMOPLASTIC PAVEMENT MARKING -	15.500	SQ FT	\$186.78	74.700	\$900.14	80.000	\$12.0500	
78000200	THERMOPLASTIC PAVEMENT MARKING -	1,306.000	FOOT	\$4,675.48	3,200.000	\$11,456.00	3,200.000	\$3.5800	
78000650	THERMOPLASTIC PAVEMENT MARKING -	0.000	FOOT	\$0.00	37.000	\$832.50	45.000	\$22.5000	

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12/09/2025

FUND KEY: Y230K010310028		QTY THIS EST	UOM	AMT THIS EST	QTY TO DATE	AMT TO DATE	QTY	UNIT PRICE
FRC00100	ADDITIONAL MOBILIZATION	0.000	\$	\$0.00			2,166,880	\$1.0000

Total: \$100,122.81 \$909,339.54



COMMITTEE AGENDA ITEM

SUBJECT: 2026 Tree Removal, Trimming, & Stump Grinding

PRVIOUS ACTION TAKEN

Date	Item No.	Action
N/A		N/A

FINANCIAL IMPACT:

Account Number	Fund Description	Total Budget Amount	Available Funds
01-44-543500	Tree Removal	\$ 55,000.00	\$55,000.00

LEGAL REVIEW: N/A

BACKGROUND:

The City of Palos Heights is accepting bids from experienced and qualified forestry contractors for the 2026 Tree Removal, Trimming, and Stump Grinding Bid with an option for a 2-year extension. Services include removal upon the right-of-way of any street, alley, or any property owned and maintained by the City of Palos Heights. The City's objective is to contract with a forestry company that provides services including, but not limited to, tree removal, tree trimming, and stump grinding as covered by the specification of this bid.

DISCUSSION:

Advertisement Date:	01/12/2026	Planholders:	18
Opening Date:	02/17/2026	Bids Received:	3

BID TABULATION

The following bids were received:

COMPANY NAME	BID AMOUNT
Homer Tree Care, Inc	\$83,700.00
Fernandez Tree Service, Inc	\$88,500.00
John's Pro Tree Service, Inc	\$103,000.00

RECOMMENDATION:

City Staff recommends the award of 2026 Tree Removal, Trimming, & Stump Grinding bid to Homer Tree Care in the amount of \$83,700.00

ATTACHMENTS:



1. Bid Tabulation

Local Public Agency: City of Palos Heights
County: Cook

Date: 2/17/2026
Time: 7:00pm

			Name of Bidder:		Homer Tree Care		Fernandez Tree Service, Inc		John's Pro Tree Service, Inc	
			Address of Bidder:		14000 S Archer Ave		5124 S Sayre Ave		20151 Alison Trail	
					Lockport, IL 60441		Chicago, IL 60638		Mokena, IL 60448	
					(815) 838-0320		(773) 640-6113		(708) 424-5885	
			Proposal Guarantee:		\$1,000 Bid Bond		\$1,000 Bid Bond		\$1,000 Bid Bond	
Item No.	Item	Estimated Quantaties			Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Removal of trees with 6" to 12" diameter	200			\$ 24.00	\$ 4,800.00	\$ 26.00	\$ 5,200.00	\$ 60.00	\$ 12,000.00
2	Removal of trees with 13" to 20" diameter	300			\$ 27.00	\$ 8,100.00	\$ 32.00	\$ 9,600.00	\$ 60.00	\$ 18,000.00
3	Removal of trees with 21" to 30" diameter	300			\$ 29.00	\$ 8,700.00	\$ 37.00	\$ 11,100.00	\$ 60.00	\$ 18,000.00
4	Removal of trees greater than 30" diameter	400			\$ 34.00	\$ 13,600.00	\$ 42.00	\$ 16,800.00	\$ 60.00	\$ 24,000.00
5	Tree trimming (group of 10 trees)	20			\$ 2,200.00	\$ 44,000.00	\$ 2,000.00	\$ 40,000.00	\$ 950.00	\$ 19,000.00
6	Removal of stumps	20			\$ 225.00	\$ 4,500.00	\$ 290.00	\$ 5,800.00	\$ 600.00	\$ 12,000.00
Total Bid As Read:					\$	83,700.00	\$	88,500.00	\$	85,900.00
Total Bid As Calculated:					\$	83,700.00	\$	88,500.00	\$	103,000.00

**MASTER LICENSE AGREEMENT BETWEEN
DELTA COMMUNICATIONS LLC d/b/a CLEARWAVE FIBER AND THE CITY OF
PALOS HEIGHTS FOR USE OF CITY RIGHTS-OF-WAY**

THIS MASTER LICENSE AGREEMENT (“*Agreement*”) is entered into this _____ day of _____, 2025, by and between Delta Communications LLC d/b/a Clearwave Fiber located at 27 Artley Road, Ste. 4, Savannah, GA 31403 (“***Licensee***”), and the City of Palos Heights, an Illinois municipal corporation (“***City***”), for the use of City rights-of-way for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the City is the exclusive owner of certain public rights-of-way, and has approved official standards for the construction of facilities on the public-rights-of-way by the adoption of Chapter 94 of the City of Palos Heights Code of Ordinances, entitled “Streets and Sidewalks” (“***ROW Regulations***”); and

WHEREAS, the City is authorized to grant, renew and revoke licenses for the use of the public rights-of-way for the installation, operation and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, the ROW Regulations provide for telecommunications retailers that desire to construct utility facilities in the right-of-way to provide, as a condition of being awarded each permit, proof of insurance and a security fund; and

WHEREAS, the ROW Regulations provide that the City, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities in the rights-of-way and, in such an agreement, the City may provide for terms and conditions inconsistent with the ROW Regulations; and

WHEREAS, the Licensee desires to construct, install, operate and maintain telecommunications facilities in and/or upon the City’s public rights-of-way (“***ROWS***”) within the City’s boundaries (“***Project***”) subject to the provisions of this Agreement; and

WHEREAS, the City and Licensee desire to facilitate the mutually convenient and efficient administration of the Project to minimize the cost to the License and the inconvenience to the public; and

WHEREAS, the City and Licensee desire for this Agreement to supersede the ROW Regulations to the extent of any conflict.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises herein contained, and other good and valuable consideration, the City and Licensee hereby agree as follows:

1. Recitals. The Parties hereby confirm the validity of the representations and recitals set forth in the foregoing recitals. The parties acknowledge that said recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement, as though fully

set forth in this Section 1 and they shall continue for as long as this Agreement is in full force and effect.

2. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the Authority of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary by the Authority for the health, safety and welfare of the public, and the Licensee shall comply with all generally applicable laws, codes and ordinances enacted by the Authority pursuant to such police power.

3. Grant of License. For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth in this Agreement and in compliance with all Federal, State and local laws and regulations, the City grants a non-exclusive revocable license (“**License**”) to Licensee for the use of the ROWs to install, operate and maintain telecommunications equipment (“**Facilities**”). 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 Licensee, the City shall not be obligated to bring a forcible entry and detainer action to terminate Licensee’s rights hereunder. The rights granted to License by the City are and shall be at all times subordinate to the City’s right to ingress and egress and use of the public ROWs.

This Agreement and the right it grants to use and occupy the ROWs shall not be exclusive and do not explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the City’s municipal boundaries.

4. Term; Fees. The terms of this Agreement shall be for a period of five (5) years, beginning on the date approved by the City and ending five (5) years thereafter, unless otherwise sooner terminated as provided for herein. For the initial term, Licensee shall pay a license fee in the amount of \$5000.00 to the City prior to the issuance of any permits. This Agreement may be renewed by mutual agreement of the parties for successive five (5) year terms provided that Licensee is in full compliance with the terms and conditions of this Agreement. Licensee shall make written request for renewal of this Agreement at least sixty (60) days prior to the expiration of the current term. Unless otherwise provided by law, each renewal shall be subject to a License Fee that will be determined at the time of each renewal. In the event the parties cannot agree upon an amount for the License Fee for a renewal term, this License Agreement shall terminate and Licensee shall remove its Facilities from the City ROWs and restore all ROWs as required herein. Licensee shall also be required to pay an applicable permit fees for each permit issued.

5. Title; Condition of ROWs. It is understood that the City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROWs; the condition of the underground duct or conduit; other utilities or facilities in the ROW; any other improvements or soils located on the ROWs; or the suitability of the ROWs for Licensee’s intended use. Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROWs and suitability of the ROWs for its Facilities. Licensee accepts the ROWs in an “As Is, Where Is” condition, including any environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the ROWs.

6. Location. The location of the Facilities shall be as approved by the City's Director of Public Works or designee during the permit review process. The City and Licensee agree to consult and mutually determine the most appropriate location for facilities based on field conditions. The City may request specific placements, and the parties acknowledge that the issuance of a permit is contingent upon the parties reaching a mutual agreement regarding such location. Licensee shall provide the City with an accurate map "as built" certifying the proposed locations of the Facilities within the ROWs each time it submits a permit application. Licensee shall provide an updated map "as built" each time any location changes are made to the Facilities. Unless otherwise stated on a permit issued by the City, Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROWs by the City, by any utility, by the general public or by other persons authorized to use or be present in or upon the public ROWs. Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements.

7. Use of ROWs. In its use of the ROWs and any work to be performed thereon, Licensee shall comply with all applicable laws, ordinances, regulations and requirements of Federal, State, County and local regulatory authorities, including the ROW Regulations unless expressly stated herein. In the event of a conflict between this License Agreement and the ROW Regulations, the terms and conditions of this Agreement shall control.

Prior to the commencement of any construction, installation, or other work within the City's ROW the Licensee shall submit a complete Right-of-Way Permit application to the City for review and approval. Each ROW permit application shall, at a minimum, include: (i) the name and information of the registered contractor(s) performing the work; (ii) current and valid certificates of insurance and bond information as required by the City; (iii) a proposed construction plan and schedule; and (iv) payment of a Twenty-Five Thousand Dollar (\$25,000.00) escrow deposit. Initial escrow deposit of Twenty-Five Thousand Dollars (\$25,000.00) will be continuous for each permit or until use.

No construction or related activities shall begin until the ROW permit has been formally approved and issued by the City. Any work performed prior to permit approval shall constitute a violation of this Agreement and may result in enforcement action, including but not limited to permit denial, permit revocation, or stoppage of work.

The escrow deposit shall be held by the City as a safeguard to ensure the proper completion of the work and the restoration of the public rights-of-way and other City property. The escrow funds may be used by the City, in its sole discretion, to remediate or repair damages resulting from the Licensee's or contractor's work in the event the Licensee or its contractor fails or refuses to timely respond or correct such damages. Any unused portion of the escrow deposit shall be returned to the Licensee following final completion of the project and acceptance of the work by the City, provided all obligations under the permit and this Agreement have been satisfied.

Following issuance of the ROW permit, the Licensee shall schedule and participate in monthly progress meetings with the City and the contractor. Such meetings may be conducted in person or virtually, as approved by the City, and shall include a review of completed work, upcoming activities, and the anticipated construction schedule. Failure by the Licensee to schedule or

participate in required progress meetings may, at the City's discretion, result in permit termination and an immediate stoppage of work until compliance is achieved.

Licensee shall use and occupy the ROWs to install, operate and maintain the Facilities, which shall be limited to underground conduit and fiber optic telecommunications cable where existing similar utilities are underground, and aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only, it being specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation and/or storage of debris or other material, or for any unsanitary or unhealthful purposes. All parts of Licensee's Facilities shall be underground, except in areas where existing similar utilities are aerial. Any unauthorized or impermissible use of the ROWs shall be deemed to be a material breach of this Agreement.

Licensee warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for installation of the required Facilities, Licensee agrees to work with the City's Director of Public Works, or designee, to determine the method of installation to be used, and to obtain the permission of the City. Unless otherwise approved by the City, Licensee shall not disturb any pavement for the installation, operation, maintenance or removal of its Facilities. All movement and storage of equipment and materials shall be confined to the area designated by the City. All surplus excavated material shall be removed from the ROWs and disposed of in accordance with any applicable laws or regulations. All tree stumps, and other debris resulting from construction operations shall be removed from the ROWs.

8. Installation, Operation and Maintenance. As a condition precedent to its right to access, use or attach any of its Facilities, Licensee shall, prior to occupying any area, obtain a permit for each location and pay any applicable permit fees as required by law and the ROW Regulations. Unless otherwise provided by law, the City reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensee's Facilities. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location. The installation, operation and maintenance of the Facilities shall comply with all applicable ordinances, statutes, laws or regulations.

The Licensee, in the performance and exercise of any of its authorizations and obligations under this Agreement shall not obstruct or interfere in any manner with the City ROWs, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities without the express written approval of the City or the other owners, including franchisees, of the affected property. If necessary, written approvals of the owners or franchisees shall be provided to the City prior to the commencement of the installation of Licensee's Facilities.

For above-ground service Facilities, the Licensee shall file with the City a pre-installation radio frequency propagation report confirming that the Licensee's Facilities comply with applicable CFR requirements at the time of installation or as may be revised or amended during the term of this Agreement by the FCC. After installation the City may, in its sole discretion, have a site-specific radio frequency propagation study performed to determine if the Licensee's above-ground or pole mounted Facilities are in compliance with the applicable Federal radio frequency propagation

standards. The Licensee shall be obligated to reimburse the City the cost of the study if it established the Licensee's Facilities exceed CFR RFEF requirements.

Subject to and in accordance with Section 13, below, the City shall not be liable to the Licensee or its customers for any interruption of service to the Licensee or interference with the Licensee's Facilities.

Maintenance of the Facilities within the ROWs shall be the responsibility of Licensee. The Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable Federal, State and local laws, regulations and policies. The City reserves the right to enter upon and repair any or all damage to the areas surrounding the licensed premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("***Emergency Maintenance***"), Licensee may access the ROWs and commence such Emergency Maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the City ROW Regulations.

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

In addition to the requirements set forth herein, prior to any excavation, potholing, directional boring, or other subsurface work within the public rights-of-way, the Licensee shall, at its sole cost and expense, retain a qualified third-party utility locating service to locate and mark all public and private utilities located within or adjacent to the proposed work area. Such locating shall include, but not be limited to, city-owned and operated facilities including water and sewer, natural gas, electric, telecommunication, cable television, and utilities not covered by the J.U.L.I.E. system, including service laterals and appurtenances.

Once all utilities have been located and marked, and prior to the commencement of any potholing, excavation, or boring activities, the Licensee shall provide notice to all affected residents and property owners within the area of the proposed work no less than seventy-two (72) hours in advance. Said notice shall inform residents of the nature, location, and anticipated timing of the work.

Proof of resident notification shall be submitted to the City prior to the start of work. Acceptable proof shall include photographic documentation of written notices placed on residents' doors or other conspicuous locations. In the event residents are notified verbally, the Licensee shall provide the City with written documentation identifying the resident's name, address, and the date of notification.

The City shall have no obligation to mark the location of Licensee's Facilities. 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 Licensee to planned work in the rights-of-way, so that Licensee can

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

10. Public Safety. Licensee or other person 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 ROWs or other property.

If the City, in its reasonable discretion, determines that a particular use of the ROWs by Licensee is, or will be, hazardous to the public or the property, Licensee, upon written notice from the City, shall install commercially reasonable safety devices or make commercially reasonable modifications at Licensee's sole expense to render the ROWs safe for, and compatible with, public use. In the event Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROWs safe for the public, the City may install such safety devices. In the event the City installs such safety devices, the Licensee agrees to pay the actual costs of such improvements upon written demand, or the City may terminate this Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the City arising out of this Agreement and its termination (except as provided in Section 13 below).

11. Restoration of ROWs. Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of the Facilities, Licensee shall grade and restore all areas disturbed by construction operations to a condition equal to or better than the condition existing prior to the commencement of work. 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, Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at Licensee's sole expense and Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

For a period of twelve (12) months following any work in the ROWs by Licensee or any person acting on Licensee's behalf, except for backfilling which shall be a five (5) year period, Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other City property and for all repairs or damage to City property caused by Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence of the City. All such restoration shall be performed in accordance with the City Regulations and to the reasonable satisfaction of the City.

Restoration shall include, as applicable, the replacement of asphalt pavement, concrete pavement, sidewalks, driveways, curbs, parkways, turf, and sod with materials of like kind and quality or better, in accordance with City standards and specifications.

Sod must be used for restoration of turf areas and the Licensee shall be responsible for watering and maintaining the sod for a minimum period of seven (7) consecutive days following installation to ensure proper establishment. The Licensee shall also provide written notice to affected residents

containing clear instructions for continued watering and maintenance after the initial establishment period. Copies of such resident notices shall be submitted to the City as part of the project closeout documentation or as otherwise required by the City.

Any landscaping, plantings, irrigation systems, or other improvements maintained by residents or property owners that are damaged or disturbed as a result of the Licensee's work shall be restored to their original condition, or better, at the Licensee's sole expense. Restoration of resident-maintained landscaping shall be subject to acceptance by the affected resident. In the event a resident reasonably determines that the restoration is unsatisfactory, the Licensee shall promptly make all necessary corrections to achieve acceptance.

Failure to properly restore disturbed areas or resident-maintained landscaping in accordance with this Section shall constitute a violation of this Agreement and may result in corrective action by the City, including use of escrow or security funds, suspension or revocation of permits, or other remedies available under this Agreement.12. Environmental. Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROWs in any manner without prior written approval of the City. Licensee will take all reasonable steps to assure that Licensee will not release any regulated material in violation of any Federal or State environmental law on the ROWs. Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a Federal or State law occurring on the ROWs, to the extent such a release was caused by Licensee. In the event of a release of a regulated material in violation of a Federal or State law on the ROWs by Licensee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 16 shall apply.

13. Damage to Licensee's Facilities. Unless directly and proximately caused by the willful, intentional, negligent, or malicious acts of the City, the City shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities within the ROWs as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROWs by or on behalf of the City.

14. No Transfer or Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the City; provided, however that Licensee shall have the right, without the City's prior written consent, but with prior written notice to the City, to assign or otherwise transfer this Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section 14 may not be unreasonably withheld. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, Licensee shall, nevertheless, remain liable to the City under the provisions hereof, until said Facilities herein authorized is removed, and the public ROWs are restored as herein required. Acceptance of payment from an entity or person other than Licensee shall not constitute a waiver of this provision.

15. Indemnity/Hold Harmless. To the fullest extent permitted by law, Licensee shall defend, indemnify, keep and hold harmless the City and its officials, officers, employees and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Facilities or Licensee's use of the ROWs, and in providing or offering service over the Facilities.

Licensee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This License Agreement shall not be construed as requiring the Licensee to waive any rights or indemnify the City for its own negligence or willful misconduct. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder and shall survive termination of this Agreement.

16. Insurance. Licensee shall maintain, at its own expense, the following minimum levels of insurance until the Facilities are removed from the ROWs and the ROWs have been properly restored as required herein:

1. Workers Compensation – Statutory limits
2. Employers Liability – One million dollars (\$1,000,000) per employee and One million dollars (\$1,000,000) per accident
3. Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X,” “C,” and “U” coverages) and products-completed operations coverage with limits not less than:
 - i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
 - ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
 - iii) Five million dollars (\$5,000,000) for all other types of liability; the required limit may be met with a combination of primary and excess policies.
4. Automobile Liability - for all owned, hired and non-owned automobiles – One million dollars (\$1,000,000) each accident

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

Prior to commencing work on the Facilities described herein, Licensee shall furnish the City with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “City of Palos Heights, its officers, officials, agents and employees” as

“additional insureds”. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this Section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. The limit must be on a “Per Project Basis”. Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers’ Compensation coverage shall include a waiver of subrogation against the City.

All insurance provided pursuant to this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated “A-” or better and of a class size “X” or higher by A.M. Best Company.)

All Certificates of Insurance shall be in a form acceptable to the City and shall provide satisfactory evidence of compliance with all insurance requirements.

17. Security. Prior to performing any work in the ROWs, Licensee shall establish a security fund in the amount of Twenty-Five Thousand Dollars (\$25,000), which shall be provided to the City in the form, at the Licensee’s election, of cash, bond, or an unconditional letter of credit acceptable to the City. This security fund shall serve as security for those purposes set forth in the ROW Regulations, including but not limited to the installation of the Facilities in compliance with applicable plans, permits, technical codes and standards, the proper location of the Facilities as specified by the City, restoration of the ROWs and other property affected by the construction or to satisfy any claims or damages. The City may draw on the letter of credit or withdraw cash for the reasons set forth in the ROW Regulations and require replenishment by Licensee in accordance with said ROW Regulations.

18. Duty to Provide Information. Within fifteen (15) days of a written request from the City, Licensee shall furnish any information requested that is reasonably related to this License Agreement, the License granted hereunder, and any business activities related to the License or business operations of Licensee in the City.

19. No Encumbrances. Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROWs.

20. Taxes. Nothing contained in this Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities.

21. Video Programming. Licensee shall notify the City if it intends on providing cable television content over the Facilities to subscribers within the City. If required by law, Licensee

will enter into a cable franchise or an open video system franchise agreement with the City in the event Licensee does provide cable television content over its Facilities.

22. Removal, Relocation, or Modifications of Utility Facilities. Within thirty (30) days following written notice from the City, Licensee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Facilities within the ROWs whenever the City has determined that such 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 ROWs. In the event that relocation of any or all of the Facilities is required and the City and Licensee are unable to identify a feasible alternative to relocation within the thirty (30) day period, then the City may terminate this Agreement, without penalty or payment to Licensee, solely with respect to the portion of the ROWs required by the City for the above reasons or other public purposes.

23. Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the City, Licensee shall, at its own expense, remove all or any part of any unauthorized Facilities or appurtenances from the ROWs. A facility is unauthorized and subject to removal in the following circumstances:

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

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the City in the sum of ten thousand dollars (\$10,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities 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 to be Emergency Maintenance. The City retains the right and privilege to disconnect, cut, move or remove any part of Licensee's Facilities located within the ROWs of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify Licensee after cutting or removing any part of the Facilities.

In the event Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Facilities from City ROWs and fails to do so within the time required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and Licensee shall be liable to the City for all costs regarding same. The City may either demand payment

from Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

24. Termination. The City may terminate this Agreement and the License granted herein for any of the following reasons:

- 1) Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in the permit application; or
- 2) Failure to cure a breach of this Agreement or noncompliance with the ROW Regulations after receipt of written notice and a thirty (30) day cure period; or
- 3) Licensee's physical presence or presence of Licensee's Facilities on, over, above, along, upon, under, across, or within the ROWs presents a direct or imminent threat to the public health, safety, or welfare; or
- 4) Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans; or
- 5) Failure to provide the required traffic control; and to respond to requests from the City to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Licensee shall, within sixty (60) days of written notice from Licensor, remove its Facilities from all City ROWs and restore all ROWs as required herein.

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

25. No Waiver. The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

26. Amendments. This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the City.

27. Notices. Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

City: City of Palos Heights
Attn: Mayor Robert Straz
7607 W. College Drive
Palos Heights, IL 60463

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

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

28. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

29. Law and Venue. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the City and the Licensee shall be Cook County, Illinois.

[Signature page follows]

CITY OF PALOS HEIGHTS

**DELTA COMMUNICATIONS
LLC d/b/a CLEARWAVE FIBER**

Robert Straz, Mayor

Name: Charles Lawrence

Title: President, Residential

Date:

ATTEST

Shannon Harvey, City Clerk

Date:

Ordinance No. _____

**AN ORDINANCE PROVIDING A
NON-EXCLUSIVE LICENSE AGREEMENT**

WHEREAS, Delta Communications LLC, doing business as Clearwave Fiber has requested a license to utilize public right of way owned by the City of Palos Heights; and

WHEREAS, the applicant and the City have reached an agreement for the use of the public right of way.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALOS HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, as follows:

Section One. The Master License Agreement between Delta Communications LLC doing business as Clearwave Fiber is hereby approved.

Section Two. The Mayor and City Clerk are authorized and directed to execute the license agreement.

Section Three. This Ordinance shall become effective from and after its passage, approval and publication as required by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF PALOS HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, THIS _____ DAY OF _____, 2026 ON A MOTION MADE BY ALDERMAN _____, SECONDED BY ALDERMAN _____, ON A CALL OF THE ROLL, VOTING AS FOLLOWS:

VOTE:

AYES:

NAYS:

ABSENT:

Approved by me this _____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

To			Date		Invoice No.	
City of Palos Heights			02/11/26		14	
Attention To			From			
Adam Jasinski			Christopher B. Burke Engineering, Ltd.			
Address			Address			
7607 W. College Drive			ABA# 071925389, Account# 2919814225			
City			City		State	
Palos Heights			Wheaton Bank and Trust		IL	
State			Zip Code			
IL			60463			

Local Public Agency	County	Section Number	State Job No.	Project No.
City of Palos Heights	Cook	19-00058-00-BT	C-91-009-20	8YBQ(608)
For Professional Service performed as set forth in Agreement dated:			Consultant's Job No.	Overhead Rate
			24-0264.00000	145.92
& Supplemental Agreement(s) dated:			FHWA Authorization Date	
			03/14/24	

1) Invoice Period	From:	01/01/26	To:	01/31/26				
					This Invoice	Previously Invoiced	Earned to Date	Max Allowable
2) Maximum Payable								\$94,482.00
3) Direct Salaries					\$845.63	\$30,509.63	\$31,355.26	\$30,907.00
4) QC/QA						\$0.00	\$0.00	\$0.00
5) Payroll & Overhead								
this invoice	145.9200%				\$1,233.94	\$41,165.76	\$42,399.70	\$41,070.00
average	135.2236%							
6.) Fixed Fee=	10.4149%				\$1,083.87	\$9,302.02	\$10,385.89	\$10,407.00
7) Direct Costs Prime						\$1,652.46	\$1,652.46	\$3,264.00
8) Services by others								
Testing Service Corporation	☐ DBE?				\$0.00	\$6,849.98	\$6,849.98	\$8,834.00
	☐ DBE?							
9) Total invoiced for project including this invoice							\$92,643.29	
10) Previously Invoiced						\$89,479.85		
11) Payment Due this invoice					\$3,163.44			

I have reviewed the invoice and found it agrees with the executed Engineering Agreement for this project. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. Signature & Date

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant

Christopher B. Burke Engineering, Ltd.

By Signature & Date

Erving Toda

Digitally signed by Erving Toda
Date: 2026.02.11 15:17:07
-06'00'

Name

Erving Toda

Title

Contract Billing Specialist



Local Public Agency	County	Section Number	State Job No.	Project No.
City of Palos Heights	Cook	19-00058-00-BT	C-91-009-20	8YBQ(608)

Invoice Date	Firm Name	From	To	Invoice No.
02/11/26	Christopher B. Burke Engineering, Ltd.	01/01/26	01/31/26	14

DBE firm? ☐ Yes ☒ No

Engineering Progress Report

Item	Last Report	Percent Complete During this Period	Percent Complete Percent of Project	Percent of Project Complete	Date Due	Remarks
1. Pre-Construction Srv	100.0000%	0.0000%	3.3800%	3.3800%		
2. Shop Drawing Review	0.0000%	100.0000%	0.6800%	0.6800%		
3. Const. Observation	98.0000%	2.0000%	67.5600%	67.5600%		
4. Const. Documentation	62.0000%	38.0000%	7.9800%	7.9800%		
5. Material QA Testing	0.0000%	0.0000%	0.0000%	0.0000%		see Sub below
6. Post Const/Closeout	94.0000%	3.0000%	6.7600%	6.5572%		
7. Record Drawings	0.0000%	100.0000%	0.8400%	0.8400%		
DC. Direct Cost	51.0000%	49.0000%	3.4500%	3.4500%		
				0.0000%		
				0.0000%		
				0.0000%		
Total for Prime Consultant	82.6503%	7.7969%	90.6500%	90.4472%		
Subconsultants						
Testing Service Corp	72.0000%	28.0000%	9.3500%	9.3500%		
				0.0000%		
				0.0000%		
Total for Subconsultants	6.7320%	2.6180%	9.3500%	9.3500%		
Total Project	89.3823%	10.4149%	100.0000%	99.7972%		

(For Local Public Agency Use Only)

- ☐ On Schedule
☐ Behind Schedule

Comments

Project Manager/Engineer Signature & Date

Submitted By

Kevin E. Wilson, PE

Representing

Christopher B. Burke Engineering, Ltd.

For Subconsultant's Progress Report:

Approved By

Prime Consultant

Work this period

Construction Documentation and CMMS administration, MWRD Monthly Update, and CMAP Quarterly Update.

Anticipated work next period

Final IDOT closeout papers.

Personnel Summary for Period

Local Public Agency	County	Section Number	State Job No.	Project No.
City of Palos Heights	Cook	19-00058-00-BT	C-91-009-20	8YBQ(608)
Firm Name	Date	From	To	Invoice No.
Christopher B. Burke Engineering, Ltd.	02/11/26	01/01/26	01/31/26	14

	Employee	Classification	Regular Hours	Overtime Premium Hours	Hours	Rate	Direct Salaries Total	Premium Rate	Overtime Premium Cost
	Andrew Pufundt	Engineer V	0.5		0.5	\$80.00	\$40.00		
	Nicole Lehmann	Engineer IV	6.5		6.5	\$60.25	\$391.63		
	Kyle Provost	Engineer III	9		9	\$46.00	\$414.00		
	Total Labor excluding QC/QA		16		16		\$845.63	Total	

QC/QA							
Total Labor for QC/QA							
TOTAL LABOR						\$845.63	

Direct Cost Summary for Period						
Item	Max Allowable	Rate	Quantity	Total	Remarks	
Overtime Premium (See Personnel Summary)						
Mileage						
		Total for this Period				

Invoice

Adam Jasinski
City of Palos Heights
7607 West College Drive
Palos Heights, IL 60463-1008

February 11, 2026
Invoice No: 14

Project 01.R240264.00000 Palos Heights Cal-Sag Trail Phase III
Professional Services from January 01, 2026 to January 31, 2026

Total Fee	10,407.00		
Percent Complete	99.7972	Total Earned	10,385.89
		Previous Fee Billing	9,302.02
		Current Fee Billing	1,083.87
		Total Fee	1,083.87

Professional Personnel

	Hours	Rate	Amount	
Engineer V				
Pufundt, Andrew	.50	80.00	40.00	
Engineer IV				
Lehmann, Nicole	6.50	60.25	391.63	
Engineer III				
Provost, Kyle	9.00	46.00	414.00	
Totals	16.00		845.63	
Overhead		145.92% of	845.63	1,233.94

Billing Limits	Current	Prior	To-Date	
Total Billings	3,163.44	89,479.85	92,643.29	
Limit			94,482.00	
Remaining			1,838.71	
		TOTAL THIS INVOICE		\$3,163.44

PAYMENT INFORMATION:

CHRISTOPHER B. BURKE ENGINEERING, LTD. ATTN: ar@cbbel.com

PAYMENTS VIA ACH: Wheaton Bank and Trust, ABA# 071925389, Account# 2919814225

PAYMENTS VIA MAIL: PO Box 7897, Carol Stream, IL 60197-7897

Christopher B. Burke Engineering, Ltd. | 9575 W. Higgins Rd., Ste. 600 | Rosemont, IL 60018 | T: 847.823.0500 | F: 847.823.0520

Pufundt, Andrew M

Andrew Pufundt

Posted

Signed Pufundt, Andrew M

Approved Welch, Bryan M

Week Ending: 01/31/26

		Total Hr	Sun 1/25	Mon 1/26	Tue 1/27	Wed 1/28	Thu 1/29	Fri 1/30	Sat 1/31
01.R240264.00000	Palos Heights Cal-Sag Trail PHIII	Client: City of Palos Heights							
03	Construction Observation								
400	Reg	.50			.50				
TOTALS	Reg	.50			.50				

Lehmann, Nicole K

Nicole Lehmann

Posted

Signed Lehmann, Nicole K

Approved Wilson, Kevin E

Week Ending: 01/24/26

		Total Hr	Sun 1/18	Mon 1/19	Tue 1/20	Wed 1/21	Thu 1/22	Fri 1/23	Sat 1/24
01.R240264.00000	Palos Heights Cal-Sag Trail PHIII	Client: City of Palos Heights							
06	Post Construction / Closeout								
390	Reg	6.50				5.50	1.00		
TOTALS	Reg	6.50				5.50	1.00		

Timesheet

Wednesday, February 11, 2026 3:08:49 PM

Christopher B. Burke Engineering, Ltd.

01/01/2026 To 01/31/2026

Provost, Kyle W

Kyle Provost

Posted

Signed Provost, Kyle W

Approved Schroeder, Daniel J

Week Ending: 01/24/26

		Total Hr	Sun 1/18	Mon 1/19	Tue 1/20	Wed 1/21	Thu 1/22	Fri 1/23	Sat 1/24
01.R240264.00000	Palos Heights Cal-Sag Trail PHIII								
06	Post Construction / Closeout								
380	Reg	7.00		4.00	3.00				
TOTALS	Reg	7.00		4.00	3.00				

Client: City of Palos Heights

Kyle Provost

Posted

Signed Provost, Kyle W

Approved Schroeder, Daniel J

Week Ending: 01/31/26

		Total Hr	Sun 1/25	Mon 1/26	Tue 1/27	Wed 1/28	Thu 1/29	Fri 1/30	Sat 1/31
01.R240264.00000	Palos Heights Cal-Sag Trail PHIII								
06	Post Construction / Closeout								
380	Reg	2.00				2.00			
TOTALS	Reg	2.00				2.00			

Client: City of Palos Heights