

**RESOLUTION 2020-062**

**PASSED: JUNE 22, 2020**

**AUTHORIZING AN ADDENDUM TO THE NON-EXCLUSIVE LICENSE AGREEMENT FOR THE INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY DATED JUNE 15, 2010 FOR THE ANNIE GLIDDEN NORTH BROADBAND INFRASTRUCTURE PROJECT (SYNDEO NETWORKS, INC.).**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City is a recipient of Community Development Block Grant ("CDBG") funds which may be used to fund eligible broadband infrastructure installation and delivery to low-income communities served by CDBG funds; and

**WHEREAS**, Syndeo Networks, Inc. ("Syndeo") constructs, installs, maintains, owns, and operates a fiber optic cable network in and around the DeKalb/Sycamore area; and

**WHEREAS**, on April 26, 2010, the City's corporate authorities adopted Resolution 2010-025 granting Syndeo's predecessor-in-interest a non-exclusive license for the installation of underground fiber optic facilities within the City's public right-of-way (the "License Agreement"); and

**WHEREAS**, the License Agreement provides that the City and Syndeo may enter into additional terms and conditions by a duly executed addendum; and

**WHEREAS**, the City and Syndeo desire to provide broadband infrastructure installation and delivery to the Annie Glidden North area (the "AGN Broadband Project"), subject to the terms and conditions set forth in the same or substantially similar form as the Addendum attached hereto and incorporated herein as Exhibit A (the "Addendum"); and

**WHEREAS**, the City's corporate authorities find that it is in the best interests of the City's welfare, public health, and safety to approve the Addendum pursuant to this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals set forth in the preamble are true, material and incorporated herein by reference as Section 1 to this Resolution.

**SECTION 2:** The City's corporate authorities approve the Addendum in the same or substantially similar form as Exhibit A attached hereto and incorporated herein. The City's corporate authorities also authorize and direct the Mayor to execute the Addendum, subject to such changes as shall be acceptable to him with the recommendation of City Staff and the City Attorney, and for the Mayor and City Manager, or their respective designees, to perform all acts which may be necessary to effectuate the Addendum.


**SECTION 3:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the City Manager's signature. This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 22<sup>nd</sup> day of June 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

**ATTEST:**

  
RUTH A. SCOTT, Executive Assistant

  
JERRY SMITH, Mayor



**EXHIBIT A  
(ADDENDUM TO NON-EXCLUSIVE LICENSE AGREEMENT FOR THE  
INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE  
PUBLIC RIGHT-OF-WAY DATED JUNE 15, 2010)**

**ADDENDUM TO THE NON-EXCLUSIVE LICENSE AGREEMENT FOR THE  
INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE  
PUBLIC RIGHT-OF-WAY DATED JUNE 15, 2010 (AGN BROADBAND PROJECT)**

THIS ADDENDUM is entered into this 22<sup>nd</sup> day of June, 2020, by and between the City of DeKalb, an Illinois home rule municipal corporation (the “City” or “Grantor”), and Syndeo Networks, Inc., an Illinois corporation (the “Grantee” or “Syndeo”), pursuant to Section B.2 of that certain NON-EXCLUSIVE LICENSE AGREEMENT FOR THE INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY dated June 15, 2010 (the “License Agreement”). Pursuant to said Section B.2, the terms and conditions hereinafter set forth shall become binding upon the parties as if fully incorporated into said License Agreement, from and after the date hereof.

**TERMS AND CONDITIONS:**

**□ 1. Exchange of infrastructure**

From Grantor:

- Two 1” conduits through the base of the light pole to bring the fiber into the pole;
- Space in the base of the light pole for passive fiber equipment;
- 1” threaded conduit knock-out slightly below where the WiFi equipment will be placed;
- 24V DC power feed from light pole base to power WiFi and associated equipment (21 watts estimated maximum load);
- Manufacturer approved band clamps for pole to mount WiFi equipment;
- Coordination and assistance in mounting WiFi and other equipment as needed; and
- Replacement of failed Access Points out of warranty

Location of Infrastructure: Starting at Crane Drive and ending at the south-west corner of Dresser Road and Normal Road (Tentative map in Exhibit A)

From Grantee:

- 10-year leased Fiber connectivity to light poles, generally described as starting at Crane Drive and ending at the south-west corner of Dresser Road and Normal Road;
- Internet access up to 1Gb/s for public WiFi use;
- WiFi Access points for each installed light pole along the fiber path (22 proposed light poles)
- Management of WiFi network including, but not limited to: management and monitoring of each Access Point; reachability; traffic utilization; channel coordination; VLAN assignment for City services; Coordination for replacement of failed units; and 1-year warranty on all Syndeo provided materials on the light pole;
- Ethernet interface for Light pole controller as needed for cloud communications

Location of Infrastructure: Starting at Crane Drive and ending at the south-west corner of Dresser Road and Normal Road (Tentative map in Exhibit A)

□ **2. Other terms and conditions**

Subject to the availability of the City's Community Development Block Grant ("CDBG") funds for this Annie Glidden North Broadband Project (the "AGN Broadband Project"), the City shall pay Syndeo the following:

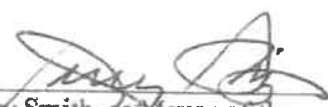
(1) a non-recurring charge of \$210,000.00 (Two Hundred Ten Thousand Dollars & Zero Cents) for the 10-year fiber lease, WiFi Hardware, installation, and initial commission until FY2021, pursuant to the following schedule, the completion of which shall be jointly certified by the City Engineer and Syndeo:

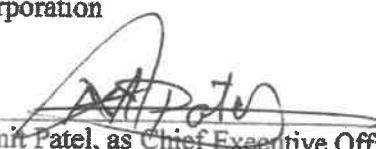
- \$75,000 on backbone fiber ready;
- \$75,000 on lateral fiber ready;
- \$40,000 on order of WiFi equipment; and
- Balance on turn-up and commissioning; and

(2) an annual charge of \$22,000 per year starting with FY2021, for no more than five (5) years, for annual maintenance for Fiber, WiFi management, and Bandwidth.

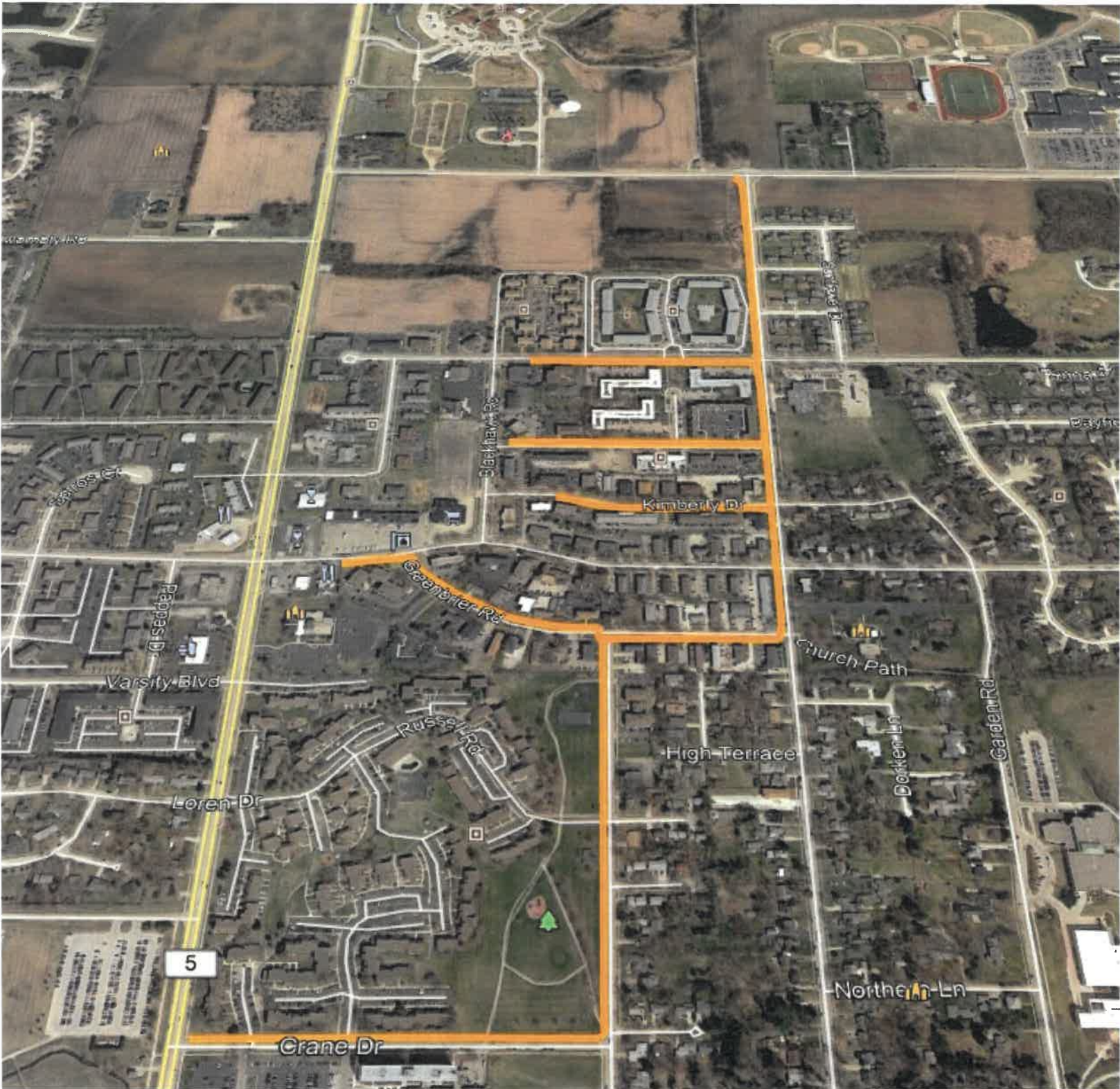
Grantor:  
City of DeKalb, an Illinois municipal  
corporation

Grantee:  
Syndeo Networks, Inc., an Illinois  
corporation

  
\_\_\_\_\_  
Jerry Smith, as Mayor of the  
City of DeKalb

  
\_\_\_\_\_  
Amit Patel, as Chief Executive Officer of  
Syndeo Networks, Inc.

**EXHIBIT A  
(TENTATIVE MAP)**





Syndeo Networks, Inc.  
PO Box 833  
St. Charles, IL. 60175  
Phone: (630) 457-4218  
Fax: (630) 457-4240  
www.syndeonetwork.com

## **City of DeKalb Annie North Project**

### **Fiber, Lighting, and WiFi Access**

#### **Project Scope**

Syndeo will provide the following:

- 10-year leased Fiber connectivity to light poles, generally described as starting at Crane Drive and ending at the south-west corner of Dresser Road and Normal Road (Tentative map in Exhibit A)
- Internet access up to 1Gb/s for public WiFi use
- WiFi Access points for each installed light pole along the fiber path (22 proposed light poles)
- Management of WiFi network
  - Syndeo will provide management and monitoring of each Access Point
    - Reachability
    - Traffic utilization
    - Channel coordination
    - VLAN assignment for City services
    - Coordination for replacement of failed units
    - 1-year warranty on all Syndeo provided materials on the light pole
- Ethernet interface for Light pole controller as needed for cloud communications
- Payment terms:
  - Non-recurring charge of \$210,000 covering the 10 year fiber lease, WiFi Hardware, installation, and initial commissioning until FY2021
    - Progress Payment schedule
      - \$75,000 on backbone fiber ready
      - \$75,000 on lateral fiber ready
      - \$40,000 on order of WiFi equipment
      - Balance on turn-up and commissioning
  - Annual maintenance for Fiber, WiFi management, and Bandwidth of \$22,000 per year starting with FY2021

City of DeKalb will provide the following:

- Two 1" conduits through the base of the light pole to bring the fiber into the pole
- Space in the base of the light pole for passive fiber equipment
- 1" threaded conduit knock-out slightly below where the WiFi equipment will be placed
- 24V DC power feed from light pole base to power WiFi and associated equipment (21 watts estimated maximum load)





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- Manufacturer approved band clamps for pole to mount WiFi equipment
- Coordination and assistance in mounting WiFi and other equipment as needed
- Replacement of failed Access Points out of warranty



## Service Order: City of DeKalb - AGN Project 2020 #1351

Prepared For		Prepared By					
Joanne Rouse City of DeKalb 200 South 4th St. DeKalb, IL 60115 8157482330		Amit Patel Syndeo Networks Inc. PO Box 833 Saint Charles, IL 60175 630 457 4218					
Quotation Date		Valid Until					
06/04/2020 09:45am		07/04/2020					
Recurring Term		Payment Terms					
10 Years		Net 30					
Quantity	Product	Description	List	Discount %	Sale Price	Tax	Total
1	IAAS	<p>Turn Key Project: Infrastructure Project to Provide WiFi access per AGN Project Specifications Agreement is a 5 year agreement with an additional 5-year optional renewal.</p> <p>Project Overview:</p> <ul style="list-style-type: none"> <li>• 10-year leased Fiber connectivity to light poles, generally described as starting at Crane Drive and ending at the south-west corner of Dresser Road and Normal Road (Tentative map in Exhibit A)</li> <li>• Internet access up to 1Gb/s for public WiFi use</li> <li>• WiFi Access points for each installed light pole along the fiber path (22 proposed light poles)</li> <li>• Management of WiFi network               <ul style="list-style-type: none"> <li>o Syndeo will provide management and monitoring of each Access Point</li> </ul> </li> <li><input type="checkbox"/> Reachability</li> <li><input type="checkbox"/> Traffic utilization</li> <li><input type="checkbox"/> Channel coordination</li> <li><input type="checkbox"/> VLAN assignment for City services</li> <li><input type="checkbox"/> Coordination for replacement of failed units</li> <li><input type="checkbox"/> 1-year warranty on all Syndeo provided materials on the light pole</li> <li>• Ethernet interface for Light pole controller as needed for cloud communications</li> </ul> <p>City of DeKalb will provide the following:</p> <ul style="list-style-type: none"> <li>• Two 1" conduits through the base of the light pole to bring the fiber into the pole</li> <li>• Space in the base of the light pole for passive fiber equipment</li> <li>• 1" threaded conduit knock-out slightly below where the WiFi equipment will be placed</li> <li>• 24V DC power feed from light pole base to power WiFi and associated equipment (21 watts estimated maximum load)</li> <li>• Manufacturer approved band clamps for pole to mount WiFi equipment</li> <li>• Coordination and assistance in mounting WiFi and other equipment as needed</li> <li>• Replacement of failed Access Points out of warranty</li> </ul>	22,000.00		<b>22,000.00</b>	0%	22,000.00

1	IAAS	On-time cost of Infrastructure: • Payment terms: o Non-recurring charge of \$210,000 covering the 10 year fiber lease, WiFi Hardware, installation, and initial commissioning until FY2021 <input type="checkbox"/> Progress Payment schedule • \$75,000 on backbone fiber ready • \$75,000 on lateral fiber ready • \$40,000 on order of WiFi equipment • Balance on turn-up and commissioning	210,000.00		<b>210,000.00</b>	0%	210,000.00
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**Service Address: AGN Project, DeKalb, IL**

**Annual Recurring Cost: \$22,000.00**

**Non-REcurring Cost: \$210,000.00**

<b>Total</b>	232,000.00
<b>Discount</b>	0.00
<b>Subtotal</b>	232,000.00
<b>Tax</b>	0.00
<b>Shipping</b>	0.00
<b>Grand Total</b>	232,000.00

**Service Notes:**

NRC = "Non-recurring charge". A one-time charge established for installation and construction, or purchase of equipment.

MRC = "Monthly recurring charge" and specifies the monthly charge for the service.

ARC = "Annual recurring charge" and specifies the annual charge for the service.

**Assumptions:**

- 1) The price's set forth herein constitute a non-binding quote good for 30 Days. Final terms and conditions shall be set forth in a formal agreement between the parties. The price quoted is exclusive of all applicable federal or state sales or excise taxes or universal service fund, utility or similar fees and taxes levied or imposed upon Syndeo or customer arising from or relating to the provision of the services quoted herein, all of which shall be separately charged to customer.
- 2) Building License Fees are not included in the price quoted above and will be added (if required) in a final quote.
- 3) The network design associated with pricing assumes the fiber backbone will extend to the Syndeo demarcation points within locations listed above. The typical Syndeo demarcation point is located in the basement of a building. Customer to provide rack, space, and power for Syndeo dedicated equipment at each location.

Thank you for your business!

Customer Signature



Date

6-22-2020