

COAL CITY VILLAGE BOARD MEETING

**MONDAY
JUNE 18, 2018
7:00 p.m.**

**COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes May 23, 2018
4. Approval of Warrant List
5. Public Comment
6. Ordinance 18-10 Variance Request
 465 North 1st Avenue
7. Ordinance 18-12 Prevailing Wage Ordinance

8. Ordinance 18-13 Lease Agreement with IEMA Regarding Gamma Radiation Detection Units

9. Resolution 18-18 Approving Revised Pipeline Crossing Agreement With UP Railroad

10. Report of Mayor

11. Report of Trustees: S. Beach
 T. Bradley
 D. Spesia
 D. Greggain
 R. Bradley
 N. Nelson

12. Report of Village Clerk

13. Report of Village Attorney

14. Report of Village Engineer

15. Report of Chief of Police

16. Report of Village Administrator

17. Executive Session to Discuss Acquisition of Property per ILCS 5 120/2(c)(5), Sale of Property per ILCS 5 120/2(c)(6) and Collective Negotiating per ILCS 5 120/2(c)(2)

18. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 18, 2018

RE: SEPLAK GARAGE VARIANCE PETITION

At the last meeting of the Village Board, the consideration of Mr. Seplak's garage variance was met with the need for some further consideration prior to acting upon the ordinance. Since that time, I have spoken with him regarding the requirements and the ability of his project to meet the expectation of the Village.

One distinction regarding the consideration of this variance is the total size of the garage. Since it exceeds 900 square feet the former requisite State Plumbing Code would have required the installation of a floor drain as well as a triple catch basin prior to the connection of the sanitary service. However, the State has replaced the former code with the 2015 Plumbing Code, which must be followed due to Coal City's non-home-rule status. This Code supersedes any local codes and would only allow the floor drain to be required if there was an inside water service and does not require the triple basin until there are 5 openings. To summarize, this petition would have formerly required the installation of the triple catch basin, but this requirement is no longer allowed according to the current State Plumbing Code.

After a discussion with the resident, he will not be installing either a water service or a floor drain within this new structure, which will be included within the conditions of any variance consideration. Also, he cannot claim a hardship regarding the side yard request and will minimize his variance request in order to move the 1,200 square foot structure 8' away from the adjacent property to eliminate one of the requested variances.

Mr. Seplak plans to be in attendance if the Board has any additional questions during consideration of his variance request.

Recommendation:

Adopt Ordinance No. _____: Granting a Variance for the Construction of a Detached Garage at _____ First Avenue.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: KEN SEPLAK

Address: 465 N. 1ST AVE Phone number: 815-302-7804

Owner represented by: Self Attorney

Contract purchaser Owner Other agent _____

Agents name _____ Phone number: _____

Address: _____

Existing zoning: RS3 Use of surrounding properties: North RS3 South RS3

East RS3 West RS3

What zoning change or variance: (specify) To Exceed 900sq For the Construction of a detached garage. To Grant a REAR lot LONG SETBACK From 10' TO 3'

To allow what use Construction of new garage

Tax number of subject property: _____

Common address of property: 465 N. 1ST AVE

Parcel dimensions: 181.5 X 107.24 Lot area (sq. ft.) 19464

Street frontage 107.24

Legal description Lot 4, 5, & 6 and all that portion of the east-west public alley lying south of & adjoining said lot 6, in block 2 in the village of coal branch junction, now ceteren in Grundy county, IL.


In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Low Sepleh, being first duly sworn, on oath deposes and says,
Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

Subscribed and sworn before me on this 25th day of April, 2018.
Pamela M. Noffsinger [Signature]

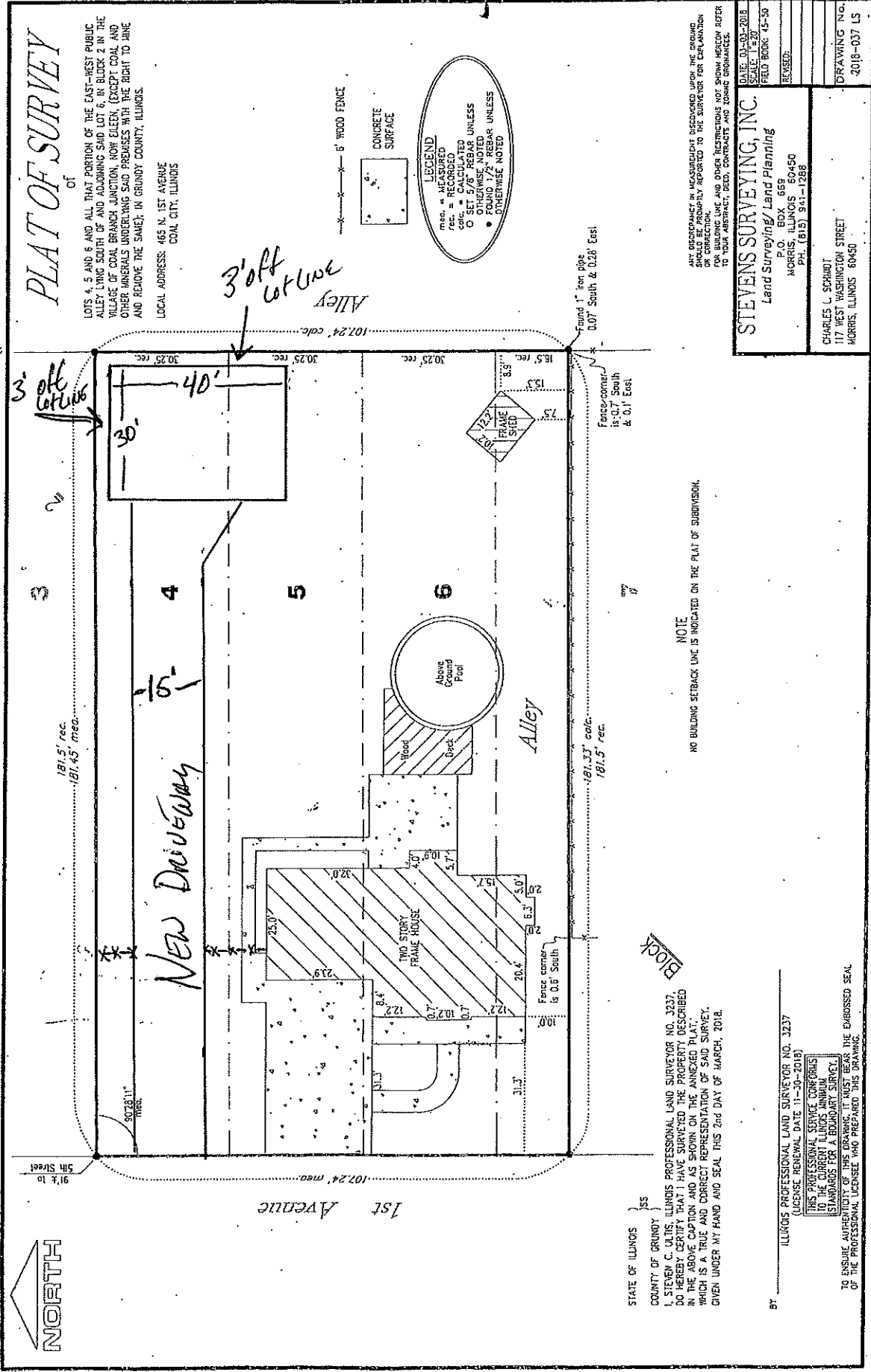
Notary Public (Seal)  Signature of Owner

You may attach additional pages, if needed, to support the documentation of application.
Please note the number of pages attached. 1

FOR OFFICE USE ONLY

Case number	<u>ZA-293</u>	Location of hearing	
Filing date	<u>April 25, 2018</u>	Village Hall	
Hearing date	<u>May 21, 2018</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

LAYOUT Plan for Sepalak * 465 N. 1st Ave



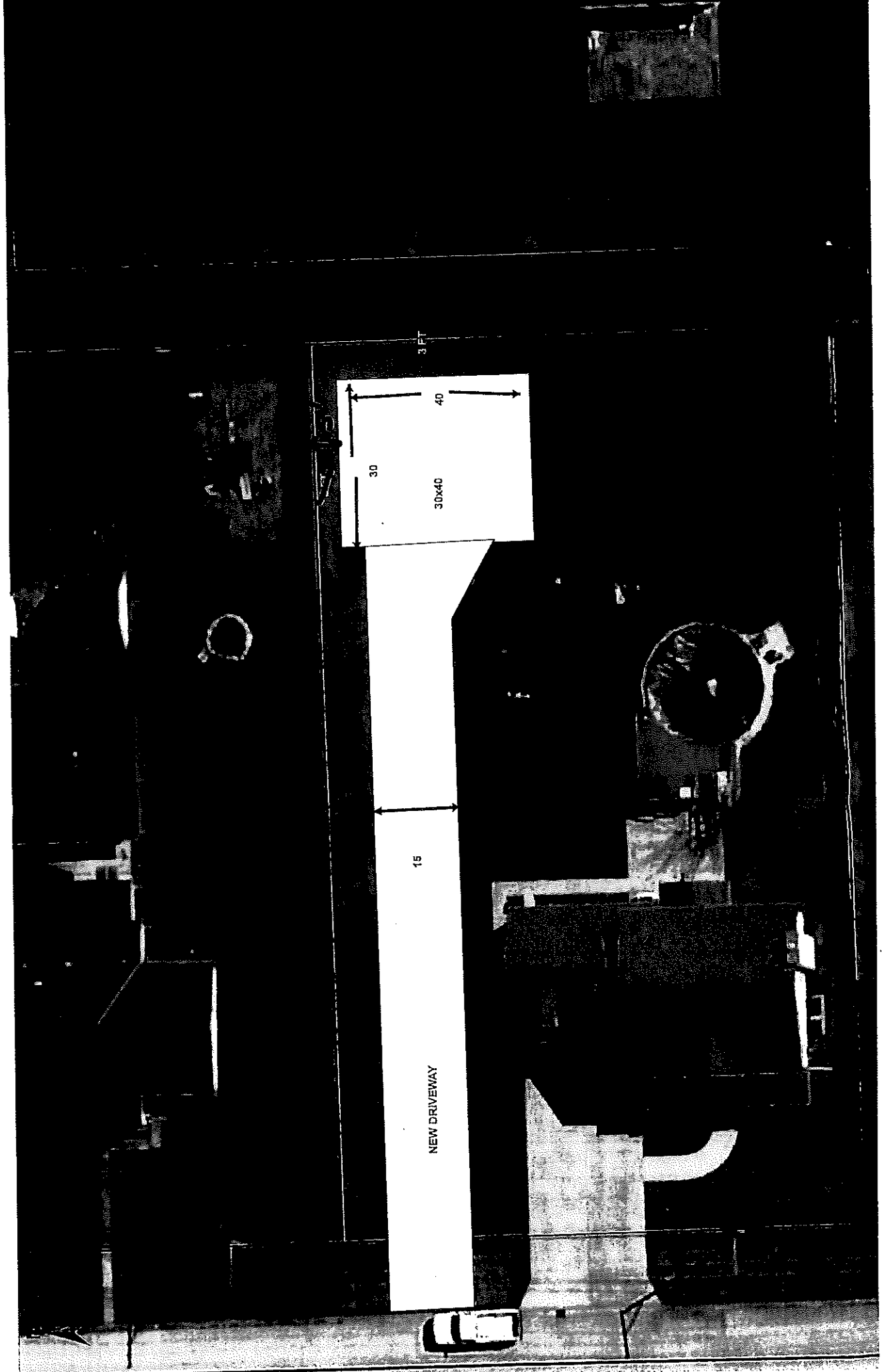
NORTH

Block

STATE OF ILLINOIS } 65
COUNTY OF GRUNDY }

I, STEVEN C. ULIS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3237 (LICENSE RENEWAL DATE 11-30-2018) DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND AS SHOWN ON THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, GIVEN UNDER MY HAND AND SEAL THIS 2nd DAY OF MARCH, 2018.

BY: ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3237 (LICENSE RENEWAL DATE 11-30-2018)
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 TO ENSURE AUTHENTICITY OF THIS DRAWING, IT MUST BEAR THE EMBOSSED SEAL OF THE PROFESSIONAL LICENSEE WHO PREPARED THIS DRAWING.



30

30x40

15

NEW DRIVEWAY

3 FT

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE
LOCATION OF A GARAGE WITHIN THE INTERIOR SIDE YARD OF 465 N. FIRST
AVENUE IN THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2018

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A GARAGE WITHIN THE INTERIOR SIDE YARD OF 465 N. FIRST AVENUE IN THE VILLAGE OF COAL CITY

WHEREAS, an application for variance from Sections 156.73 and 156.162 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Ken Seplak (“applicant”) on April 25, 2018 for the placement of a 1,200 square foot detached garage; and

WHEREAS, Section 156.73 requires an interior side yard setback of 8 feet due to the petitioner’s lot frontage; and

WHEREAS, Section 156.162 requires adherence to the standards for accessory structures located within Table 15; and

WHEREAS, a public hearing was noticed and duly held on May 21, 2018; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on May 21, 2018, and considered passage of the variance request to the Board of Trustees; and

WHEREAS, Section 156.250 permits the Village Board to approve variations from the Zoning Code; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant the requested variances.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Findings of Fact. The Board of Trustees find as follows:

- A. **Special Circumstances Not Found Elsewhere.** The property is located within a neighborhood containing a great deal of open space to allow for the location of additional accessory uses along the property boundaries due to the abundance of remaining open space.
- B. **Unnecessary Hardship.** The petition is accommodating the off season parking of a recreational vehicle on the residential property and would like to do so within the interior side and rear yards; constructing a garage with the requested variances shall allow this vehicle to be parked in a manner compliant with the Village Code behind a privacy fence for additional screening.

C. **Preserves Rights Conferred by the District.** This neighborhood is an older portion of town that possesses existing non-conforming accessory structures within the immediate area. This variance shall allow the home owner to utilize their property in a similar manner as enjoyed by others.

D. **Consistency with the Local Area and Comprehensive Plan.** Although a variance has been requested for the installation of an accessory structure exceeding the required maximum square footage, the ability to maintain a garage for residential use in close proximity to the alley is consistent with other structures built within the neighborhood.

E. **Minimum Variance Recommended.** The petitioner has reduced the overall requested variance so as not to infringe upon future similar request from adjacent neighbors; the variance shall still require 5 feet of side yard between eth structure and the adjacent neighbor on the petitioner's north side.

Section 3. Description of the Property. The property is located at 465 N/ First Ave. in the Village of Coal City within an RS-3 District.

Section 4. Public Hearing. A public hearing was advertised on May 2, 2018 in the Coal City Courant and held by the Planning and Zoning Board on May 21, 2018, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

Section 5. Variances. The variations requested in the April 25, 2018 Variance Application to the Zoning Code are granted as follows:

A. A variance in conjunction with Section 156.73 is hereby granted to allow the detached garage as described by the applicant, to be constructed within the interior side yard with a minimum of 5 feet of setback from the adjacent residential boundary on the north side.

B. A variance in conjunction with Section 156.162 is hereby granted to allow the constructions of a detached garage as described by the applicant, to be installed within the interior side yard with the following variances from those standards conveyed within Table 15:

- a. The setback of the detached garage shall be 3 feet from the adjacent alley to the east instead of the prescribed 10 feet; and
- b. The width of the structure to be constructed shall exceed the maximum dimension length of 36 feet by an additional 4 feet measuring 40 feet in one dimension for the newly constructed accessory structure; and
- c. The cumulative square footage for all accessory structures shall be exceeded due to the construction of an additional structure, which exceeds the maximum cumulative square footage of 1,100 square feet; and

~~d. The total number of accessory structures shall be three, which exceeds the minimum allowable total of two accessory structures within a residential yard.~~

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION
OF A GARAGE WITHIN THE INTERIOR SIDE YARD OF 465 N. FIRST AVENUE IN THE VILLAGE
OF COAL CITY**

Section 6. Conditions. The variances granted herein are contingent and subject to the following conditions:

A. The detached garage shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

Section 7. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 8. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

Section 9. Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

May 31, 2018

Via Email: mfritz@coalcity-il.gov

Matt Fritz
Village Administrator
Village of Coal City
515 S. Broadway
Coal City, IL 60416

Re: Prevailing Wage Ordinance

Dear Mr. Fritz:

As you may know, public entities are required to adopt prevailing wage ordinances every June. We have prepared such an ordinance for adoption by the Village of Coal City. The Illinois Department of Labor has not adopted wage rates since August 31, 2017. Regardless of whether the IDOL adopts rates or not, your public body is required by law to establish prevailing wage rates in June. To remedy this situation, we have included language in this ordinance which uses the wage rates in effect when the ordinance is adopted, and then allows your public body to append any new rates that the IDOL may adopt after you have adopted your ordinance without further action on the part of your board. We will check at the end of June to see if the IDOL adopts rates. If they do, we will forward them to you.

The Village must publicly post or keep this material available for inspection. In addition, by July 15th, you must file a certified copy of your ordinance with the Illinois Department of Labor, 900 S. Spring Street, Springfield, Illinois 62704.

Within 30 days after filing with the Department of Labor, the Village must publish a notice of the wage determination in a newspaper of general circulation. Late last summer, the Illinois General Assembly amended the Prevailing Wage Act's publication requirement, so that now, if a locality has the Department of Labor ascertain the prevailing wage rate, which is how we have prepared this ordinance, your entity may satisfy the newspaper publication requirement by posting a notice of the determination of wages on your entity's website with a hyperlink to the prevailing wage schedule for your locality that is published on the official website of the Department of Labor. This link, <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2017-Rates.aspx>, will direct you to the correct county link for your locality, which then would be the link (or links if you are in more than two counties) that you would post on your website. In addition, you must promptly mail a copy of the determination to any employer, any association of employers and to any person or association of employees who have filed their names and addresses requesting such copies.

ANCEL, GLINK, DIAMOND, BUSH, DiCIANNI & KRAFTHOFER, P.C.

May 31, 2018

Page 2

If you have any questions regarding the form of the notice or any of the Village's obligations under the Illinois Prevailing Wage Act, please do not hesitate to contact me.

Sincerely yours,



Mark R. Heinle

Enclosure

4853-2077-3222, v. 1

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ADOPTING PREVAILING WAGE RATES
TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS
PERFORMING CONSTRUCTION OF PUBLIC WORKS
IN THE VILLAGE OF COAL CITY,
GRUNDY/WILL COUNTY, ILLINOIS**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING PREVAILING WAGE RATES
TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS
PERFORMING CONSTRUCTION OF PUBLIC WORKS
IN THE VILLAGE OF COAL CITY,
GRUNDY/WILL COUNTY, ILLINOIS**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act, approved June 26, 1941, as amended, being 820 ILCS 130/0.01 through 130/12 (the "Act"); and

WHEREAS, the Act requires that during the month of June of each calendar year the Board of Trustees of the Village of Coal City (the "Village") investigate and ascertain the prevailing rate of wages, as defined in said Act, in the "locality" of the Village for laborers, mechanics and other workers performing construction of public works for the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF COAL CITY, GRUNDY/WILL COUNTY, ILLINOIS, as follows:

Section 1: To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in Grundy/Will County as determined by the Department of Labor of the State of Illinois (the "Department") which are in effect on August 31, 2017. If the Department adopts different rates after June 1, 2018 during the month of June, 2018, a copy of that determination will be appended hereto and incorporated herein by reference when it is available from the Department. As required by said Act, any and all revisions of the prevailing rate of wages by the Department shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Village. The definition of

any terms appearing in this Ordinance which are also used in the Act shall be the same as the definitions specified in the Act.

Section 2: Nothing herein contained is intended to apply nor shall be construed to apply said prevailing rate of wages as herein ascertained to any work or employment performed on behalf of this Village except public works construction to the extent required by the Act.

Section 3: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 4: All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this Village this determination of prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 6: By July 15th, the Village Clerk shall file a certified copy of this Ordinance with the Illinois Department of Labor.

Section 7: Within thirty (30) days after filing a certified copy of this Ordinance with the Illinois Department of Labor, the Village Clerk shall cause to be published in a newspaper of general circulation within the area a notice that this determination is effective and constitutes the determination of this public body or by a hyperlink posted to the Department's determination in accordance with 820 ILCS 130/9.

Section 8: The Village Clerk shall mail a copy of this Ordinance to any employer, and to any association of employers and to any person or association of employees who have

filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 9: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

PRESIDENT
VILLAGE OF COAL CITY

ATTEST:

VILLAGE CLERK

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF COAL CITY TO LEASE CERTAIN
REAL PROPERTY TO THE ILLINOIS EMERGENCY MANAGEMENT AGENCY FOR
THE OPERATION AND MAINTENANCE OF IEMA'S GAMMA RADIATION
DETECTION UNITS**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal
City

on _____, 2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF COAL CITY TO LEASE CERTAIN
REAL PROPERTY TO THE ILLINOIS EMERGENCY MANAGEMENT AGENCY FOR
THE OPERATION AND MAINTENANCE OF IEMA'S GAMMA RADIATION
DETECTION UNITS**

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the Village is authorized by Sections 11-61-3 and 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-61-3 and 65 ILCS 5/11-76.1-1, to lease real property for public purposes for up to twenty (20) years; and

WHEREAS, the Village previously entered into a lease agreement with the Illinois Emergency Management Agency ("IEMA") to enable the IEMA to operate and maintain gamma radiation detection units upon certain real property in the Village; and

WHEREAS, the Village and IEMA mutually desire to extend the lease for a five (5) year term in accordance with the terms and conditions set forth in the lease agreement attached hereto as Exhibit A and, by this reference, incorporated as though fully set forth herein (the "Lease"); and

WHEREAS, the Village President and Trustees (the "Corporate Authorities") hereby find and determine that the Lease, substantially in the form affixed hereto as Exhibit A, is in the best interests of the Village, and the Corporate Authorities hereby conclude that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village to enter into the Lease;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Enactment.

- A. The Corporate Authorities hereby authorize, approve, and direct the Village President to execute and deliver the Lease in the form attached hereto as Exhibit A (the “Lease”) and any related documents necessary to the consummation of the transactions contemplated by the Lease.

- B. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village President, Village Clerk, Village Manager, Village Attorney and Village Treasurer to execute and deliver such documents, and undertake such additional tasks as may be necessary or convenient to carry out the intent of this Ordinance and consummate the Lease Addendum.

SECTION 3. REPEALER. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

SECTION 5. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 6. EFFECTIVENESS. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to publish this

Ordinance in pamphlet form.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy
and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Village Clerk

EXHIBIT A

Lease

Appended on following pages

4840-3655-2039, v. 1

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO UPDATED PIPELINE CROSSING
AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY
PROVIDING FOR EXTENSION OF POTABLE WATER FACILITIES ACROSS AND
BENEATH UNION PACIFIC RAILROAD TRACKS AND RIGHT-OF-WAY AND
INCLUDING LICENSE FEE**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ENTRY INTO UPDATED PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY PROVIDING FOR EXTENSION OF POTABLE WATER FACILITIES ACROSS AND BENEATH UNION PACIFIC RAILROAD TRACKS AND RIGHT-OF-WAY AND INCLUDING LICENSE FEE

WHEREAS, the Village of Coal City (“Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, Union Pacific Railroad Company is a Delaware corporation (“UP”);

WHEREAS, the Village is desirous of extending potable water service to a new industrial development by extending watermain across and beneath railroad right-of-way and tracks owned by the UP; and

WHEREAS, the Village is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, on May 9, 2018, the Village Board approved a pipeline crossing agreement with the UP, granting the Village a license to run a watermain across UP property in accordance with the terms and conditions of said agreement; and

WHEREAS, the UP inadvertently omitted from the terms of the Village-approved pipeline crossing agreement a license fee, which the UP requires in order to authorize the Village to install the watermain on its property; and

WHEREAS, the UP will grant the Village a license to cross UP property in accordance with the terms and conditions of that certain Pipeline Crossing Agreement attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, the President and Trustees (cumulatively, the “Corporate Authorities”) hereby find that it is in the best interests of the Village to enter into the revised and updated Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. ENACTMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Pipeline Crossing Agreement (“Agreement”) in substantially the form attached hereto as Exhibit A, and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President’s signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

All enactments in conflict herewith, including with particularity Resolution 18-12, enacted

on May 9, 2017, are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS.

This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

PIPELINE CROSSING AGREEMENT

[Attached on following pages]

4828-2277-0023, v. 1

PIPELINE CROSSING AGREEMENT

Mile Post: 59.72, Pequot Ind Ld Subdivision/Branch
Location: Coal City, Grundy County, Illinois

THIS AGREEMENT (“Agreement”) is made and entered into as of April 22, 2018, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **VILLAGE OF COAL CITY**, to be addressed at 515 S Broadway St, Coal City, Illinois 60416 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one sixteen (16) inch pvc pipeline encased in a thirty (30) inch steel pipeline for transporting and conveying water only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated April 20, 2018 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 3. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars (\$3,000.00)**.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. SPECIAL PROVISION – ONSITE OBSERVATION/INSPECTION.

Licensor requires licensee to provide monitoring of tracks and on-site observation and/or inspection through Licensor approved inspector named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector.

Railpros Field Services
RPUtility@railprosfs.com
682-223-5271

Article 7. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

VILLAGE OF COAL CITY

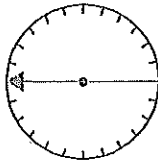
By: _____
Jason Murray
Senior Analyst – Real Estate

By: _____

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

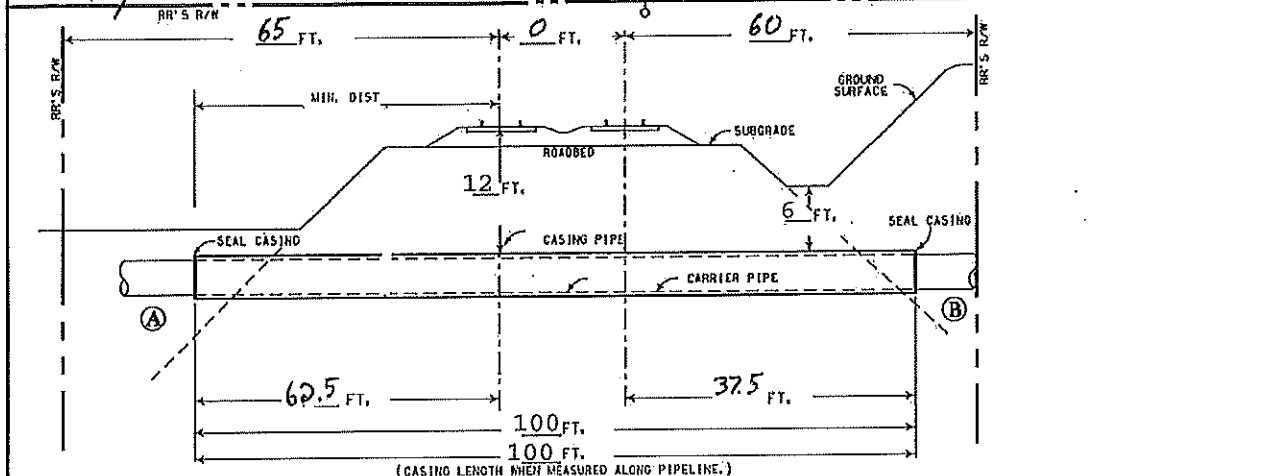
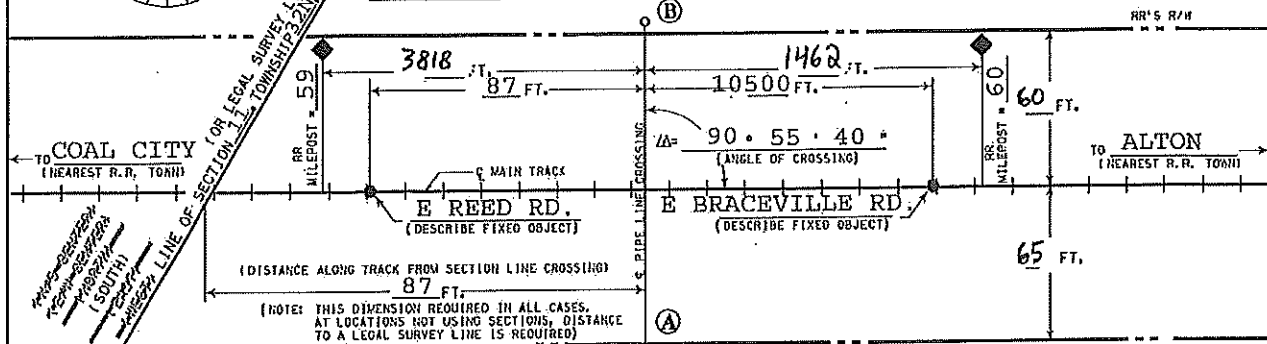


ENCASED NON-FLAMMABLE PIPELINE CROSSING

FORM DR-0404-B
REV. 10-9-2012
www.uprr.com

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE



NOTE: REFER TO AREA VOLUME 1 PART 5 FOR REQUIREMENT RELATING TO PIPELINE CROSSINGS.

- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;
- B) IF YES, NAME OF STREET _____
- D) DISTRIBUTION LINE OR TRANSMISSION LINE _____
- C) CARRIER PIPE :
COMMODITY TO BE CONVEYED WATER
OPERATING PRESSURE 52 PSI
WALL THICKNESS 1"; DIAMETER 16"; MATERIAL C900 PVC
- E) CASING PIPE :
WALL THICKNESS 0.375"; DIAMETER 30"; MATERIAL STEEL;
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
TUNNEL; OTHER _____
- G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;
- H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 35' (30' MIN.)
- I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES; DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20180322024

EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Pegnot Ind. Ld.

M. P. 59.72 E. S. 3140+54

ENCASED _____ CROSSING AT

Coal City Grundy IL

VILLAGE OF COAL CITY

RR FILE NO. 3085-02 DATE 4-20-2018

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE 1 1-800-336-9193

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall

include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work by calling the Response Management Communication Center (RMCC) at 888-877-7267. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Greg Patten
Ast Mgr Singal Mntce
573-330-6109
gepatten@up.com

Railpros Flagging
Upflag@railprosfs.com
877-315-0513 x 116

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other

special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM**

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;
2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;
3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;
4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;
5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR
6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

- C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

K. Licensee is allowed to retain (self-insure) in whole or in part any insurance obligation under this Agreement. Any retention shall be for the account of Licensee. If Licensee elects to retain (self-insure) in whole or in part any insurance required by the Agreement Licensee agrees that it shall provide Railroad with the same coverage that would have been provided to it by the required commercial insurance forms had Licensee obtained commercial insurance. For all coverage not retained (not self-insured) Licensee shall furnish Railroad with certificates(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

Coal City Police Department
Weekly Summary of Activities
Thursday 05-17-18 – Wednesday 05-23-18

During this period, there were 50 calls for service, 09 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

05-17-18 at 6:19 PM, police responded to a N. Lincoln St. residence for a mischievous conduct call. The complainant stated several eggs were thrown at her residence and just wanted this incident documented.

05-21-18 at 5:27 PM, police responded to an E. North St residence for the theft of two dirt bikes. The complainant stated he believes his nephew is responsible since the Grundy County Sheriff's Department was questioning him regarding another stolen vehicle. Police advised the owner to locate the VIN's so the dirt bikes can be entered into LEADS. Police contacted the complainant the next day who advised the dirt bikes were returned by the Grundy County Sheriff's Department.

Arrest Summary

Operating an Uninsured Motor Vehicle	1
Expired Registration	1
Retail Theft	1
Burglary from Motor Vehicle	1
Theft under \$500	1
Criminal Trespass to Real Property	1
Domestic Battery	1
Revoked D.L.	1

Coal City Police Department
Weekly Summary of Activities
Thursday 05-24-18 – Wednesday 05-30-18

During this period, there were 47 calls for service, 21 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

05-24-18 at 8:32 AM, police responded to a W. Walnut At. Residence to remove a subject. The complainant stated she was not at home but her adult daughter had invited friends over and she was afraid they would steal items from the home. The subject stated they would leave the residence.

05-27-18 at 9:56 PM, police responded to a S. Enrietta Dr. for a domestic disturbance call. The complainant stated she and her husband were involved in a heated agreement regarding disciplining their son. Police were able to resolve this incident.

05-30-18 at 10:41 PM, police responded to a S. Broadway St. residence for a domestic disturbance call. The complainant stated she was moving back in with her boyfriend when an argument started. Police were able to resolve this incident when the complainant and her children left the residence.

Arrest Summary

Felony Theft	1
Forgery	1
Expired Registration	1

Coal City Police Department
Weekly Summary of Activities
Thursday 05-31-18 – Wednesday 06-06-18

During this period, there were 47 calls for service, 17 verbal warnings and 1 assist Grundy County Sheriff's Dept.

Significant Incidents

05-31-18 at 10:37 AM, police responded to the villages North Park for a criminal damage to property report. Village maintenance personnel noticed the cabinet storing camera equipment had been broken into. Police observed the locks were cut off and wires were dangling from the box. Cyber Broadcast was contacted who replaced the locks and cleaned up the wires and advised the camera system was not damaged. Police reviewed the surveillance footage but due to weather and poor lighting no footage was provided.

06-01-18 at 7:00 AM, police responded to a N. Irving St. residence for a residential burglary report. The complainant stated they had just returned home from a 5 day vacation when they found a glass milk jug containing approximately 400 – 500 in USC & coin. Police observed no forced entry and the resident provided police of a possible suspect. Evidence technician Jones processed the scene and police are continuing to investigate this incident.

06-03-18 at 8:59 AM, police responded to a N. Lincoln St. for a graffiti complaint. The homeowner stated over the previous evening someone wrote a vulgar word on her shed with a black marker. Police spoke with neighbors and canvassed the area with negative results and will be providing an extra patrol of the residence.

Arrest Summary

Retail Theft	1
Speeding	1
Suspended D.L.	1
Operating an Uninsured Motor Vehicle	2
Seatbelt Violation	1
No Valid D.L.	1

Coal City Police Department
Weekly Summary of Activities
Thursday 06-07-18 – Wednesday 06-13-18

During this period, there were 37 calls for service, 18 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

06-09-18 at 8:42 PM, police responded to a W. Maple St. for a Fraud report. The complainant stated she joined a promotional group on Google. She was told she could purchase a brand new I-Phone for 150 USC but first has to purchase a \$150.00 I-Tune gift card. The gift card would not activate and was told to purchase another card. When that card would not activate she was told to go to another store and purchase a different type of card. The complainant stated she purchased \$2,000.00 worth of cards before realizing it was a scam. She was advised a report should be made to the Attorney General's office.

06-13-18 at 3:44 PM, police received 2 reports of a young male driver if a dirt bike in the Trotter Dr. area. Police observed a blue & white dirt bike with a 16 yr. old Coal City male driving. The male was given a verbal warning for riding a dirt bike on village streets and was advised if he was caught again tickets would be issued.

Arrest Summary

Speeding	3
Operating an Uninsured Motor Vehicle	1
Warrant	1
Possession of Controlled Substance	1
Possession of Hypodermic Needles	1
Suspended D.L	1
Expired Registration	1
No CDL when Required	1
Inadequate Mud flaps	1
No Brake Lights	1
Improper Lane Usage	1

We wanted to say "Thank
you" for the retirement
party - All the planning,
hard work, decorating,
Cooking + gifts were
very much appreciated!
We loved it, so
thank you!

He really is loving
this retirement thing! Ha!

Thanks Again!

**EVEN THOUGH
YOU DIDN'T HAVE TO DO IT,
YOU DID IT ANYWAY.
AND IT WAS
MUCH APPRECIATED.**

Jim + Michele Kerkner