

**COAL CITY
VILLAGE BOARD MEETING**

**TUESDAY
NOVEMBER 21, 2017
7 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 November 8, 2017
4. Approval of Warrant List
5. Public Comment
6. Resolution 17-16 Illinois Department of Transportation
Enhancement Program Grant Support
7. Resolution 17-17 Annual Calendar of Regular Meetings
8. Authorizing the Mayor to enter into an Agreement with the Union Pacific
Railroad for Public Sanitary Improvements

9. Authorize the Village Administrator to enter into the 2017/2018 Liability and Workers Compensation Renewal

10. Authorize Purchase of High Efficiency Lighting Project

11. Report of Mayor

12. Report of Village Trustees: S. Beach
 T. Bradley
 J. Wren
 D. Greggain
 R. Bradley
 N. Nelson

13. Report of Village Clerk

14. Report of Village Attorney

15. Report of Village Engineer

16. Report of Chief of Police

17. Report of Village Administrator

18. Executive Session to discuss personnel compensation per ILCS5 120/2(c)(1)

19. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 21, 2017

RE: ITEP SUPPORT RESOLUTION

As Steve Suggs and Kevin Lindeman suggested in the past, the Board must show its support for the ITEP (Illinois Transportation Enhancement Program) application prior to submitting the application. The Village Board had authorized NCICG to submit an application and Monday evening, public discussion of the project shall continue. Steve Sugg provided an overview of some of the cut sheets to be provided with the application, which will attempt to secure additional funding for transportation enhancement elements to include beautification, landscaping, etc.

The attached Resolution shows the Board's support for the project and acknowledges the willingness to support in the local match portion of funding. This is currently being contemplated, but being awarded ITEP funding would allow more enhancement projects to take place or a greater amount of them to be completed (when determining the total scope of construction during Phase 2). In addition to the Resolution, an IDOT form can be signed by Mayor Halliday following its adoption.

Recommendation:

Adopt Resolution No. _____: Supporting the Local Funding Necessary for ITEP Participation.

**Illinois Department of Transportation
Transportation Enhancement Program
Village of Coal City**

BOARD RESOLUTION OF SUPPORT

Resolution No. _____

WHEREAS, the Village of Coal City is applying to the Illinois Department of Transportation for a Transportation Enhancement Program grant for a streetscape enhancement project on Broadway Street from Division south to Spring Street.

WHEREAS, it is necessary that an application be made and an agreement entered into with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village of Coal City applies for the grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
2. The Village of Coal City commits to providing the necessary funds to complete the project, should the project be approved, understanding that this is a reimbursement program that reimburses up to 50 percent for right-of-way and easements and up to 80 percent for preliminary engineering, utility relocation, construction engineer, and construction costs.
3. The Village of Coal City commits to providing maintenance for this project, should the project be approved, for not fewer than twenty years after completion.
4. That the President and Village Clerk on behalf of the Village execute such documents and all other documents necessary for the carrying out of said application.
5. That the President and Village Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such a grant.

Passed this _____ day of _____, 2017

Terry Halliday, Village President

ATTEST:

Pamela Noffsinger, Village Clerk



**This page must be signed by a representative of the local sponsoring agency
in order for the project to be considered for funding.**

The project sponsor certifies that it is willing and able to manage, maintain, and operate the project as a highway authority eligible to receive federal funding. The project sponsor possesses legal authority to nominate the transportation enhancement project and to finance, acquire, and construct the proposed project. The sponsor authorizes the nomination of the transportation enhancement project, including all assurances contained therein. The sponsor authorizes the person identified below as the official project representative to act in connection with the nomination and to provide such additional information as may be required. The project sponsor affirms that, if selected, the project will commence within the time periods defined by the Sunset Clause (refer to Section I of the ITEP Guidelines Manual) and in accordance with departmental policies.

I certify that the information contained in this transportation enhancement application, including attachments, is accurate and that I have read and understand the information and agree to the assurances on this form.

Name: Terry Halliday
Please print

Title: Village President
Please print

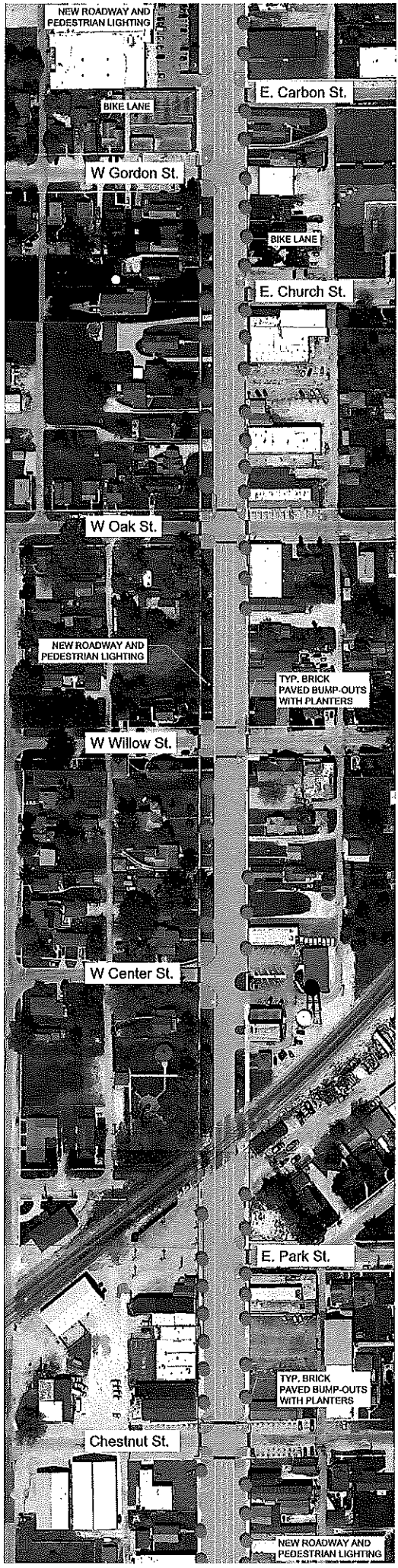
Signature: _____ **Date:** 11/21/17

Name of Sponsoring Agency: Village of Coal City

**Broadway Street Reconstruction and Streetscape
Spring Road to IL 113 (Division Street)
Village of Coal City
Construction Cost Estimate (ITEP Eligible Items)**
Design Firm Name: Christopher B. Burke Engineering

PAY ITEM NAME	UNIT OF MEASURE	UNIT PRICE	TOTAL QUANTITY	PERCENT ITEP ELIGIBLE	COST
ROADWAY LIGHT POLE AND LUMINAIRE	EACH	\$16,000	76	50%	\$608,000
PEDESTRIAN LUMINAIRE (MOUNTED TO ROADWAY LIGHT POLE)	EACH	\$2,500	76	80%	\$152,000
PEDESTRIAN LIGHT POLE AND LUMINAIRE	EACH	\$10,000	60	80%	\$480,000
CROSSWALKS (IMPRESSED PREFORMED THERMOPLASTIC)	EACH	\$7,000	12	100%	\$84,000
BUMP OUTS (INCLUDES BRICK PAVERS & PLANTERS)	EACH	\$20,000	30	100%	\$600,000
DECORATIVE SIDEWALK	SQ. FT.	\$10	60,000	100%	\$600,000
GATEWAY FEATURE	EACH	\$150,000	2	100%	\$300,000
TREES	EACH	\$800	260	100%	\$208,000

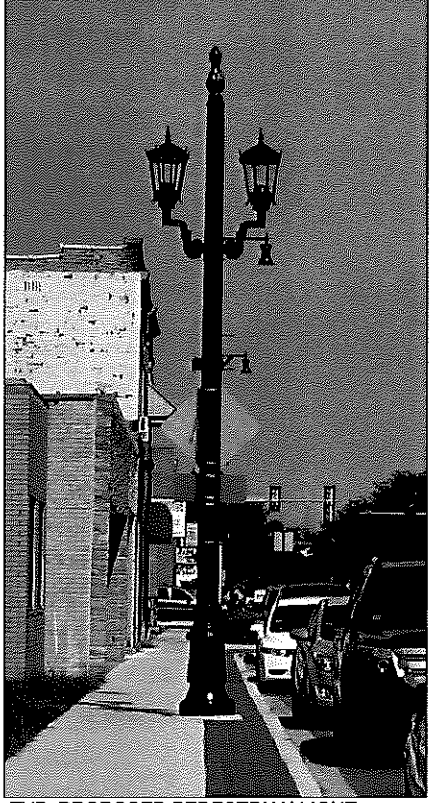
TOTAL ITEP ELIGIBLE CONSTRUCTION COST \$3,032,000



TYP. NORTH BROADWAY CROSS SECTION OF ILLUSTRATING IMPROVEMENTS



TYP. PROPOSED ROADWAY LIGHT



TYP. PROPOSED PEDESTRIAN LIGHT



EXAMPLE OF BRICK PAVED BUMP-OUT AT A CORNER



THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION ESTABLISHING THE ANNUAL CALENDAR OF REGULAR
MEETINGS OF THE VILLAGE OF COAL CITY BOARD OF TRUSTEES, AND THE
PLANNING & ZONING COMMITTEE, PLAN COMMISSION, ZONING BOARD OF
APPEALS, AND PARK BOARD FOR CALENDAR YEAR 2018**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

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

on _____, 2017

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE ANNUAL CALENDAR OF REGULAR MEETINGS OF THE VILLAGE OF COAL CITY BOARD OF TRUSTEES, AND THE PLANNING & ZONING, FINANCE, PARKS, WATER & SEWER, STREET & ALLEY, AND PUBLIC HEALTH & SAFETY COMMITTEES FOR CALENDAR YEAR 2018

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, Section 2.03 of the Open Meetings Act, 5 ILCS 120/2.03, requires the Village to prepare and make available a schedule of all of its regular meetings for the calendar year and list the times and places of the meetings; and

WHEREAS, in accordance with Section 2.02 of the Open Meetings Act, 5 ILCS 120/2.02, the Village must give public notice of the schedule of regular meetings at the beginning of each calendar year and state the regular dates, times and places of such meetings;

WHEREAS, the President and trustees of the Village of Coal City (the “Corporate Authorities”) desire to approve the regular meeting schedules for calendar year 2018 for the Village Board, Planning & Zoning Committee, Finance Committee, Parks Committee, Water & Sewer Committee, Street & Alley Committee, and Public Health & Safety Committee.

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. REGULAR VILLAGE BOARD MEETING SCHEDULE FOR 2018.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2018 schedule for its regular Village Board meetings in accordance with the schedule attached hereto as **Exhibit A** and, by this reference, incorporated herein and made a part hereof. The starting time of all regular Village Board meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates, notice and agendas for any such special or rescheduled regular meeting shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 3. REGULAR PLANNING AND ZONING BOARD, PLANNING COMMISSION, AND ZONING BOARD OF APPEALS MEETING SCHEDULES FOR 2018.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2018 schedule for the Planning and Zoning Board committee, the Planning Commission and the Zoning Board of Appeals, all of which meet contemporaneously, in accordance with the cumulative schedule attached hereto as **Exhibit B** and, by this reference, incorporated herein and made a part hereof. The starting time of all Planning and Zoning Board, Planning Commission, and Zoning Board of Appeals meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates of the Planning and Zoning Board, Planning Commission or Zoning Board of Appeals, notices and

agendas for any such special or rescheduled regular meetings shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 4. REGULAR PARK BOARD COMMITTEE MEETING SCHEDULES FOR 2018.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2018 schedule for the Park Board committee in accordance with the schedule attached hereto as **Exhibit C** and, by this reference, incorporated herein and made a part hereof. The starting time of all Park Board meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates of the Park Board, notice and an agenda for any such special or rescheduled regular meeting shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 5. OTHER COMMITTEE MEETINGS.

All meetings of the Finance, Water & Sewer, Street & Alley, and Public Health & Safety Committees shall be conducted on an irregular basis as special meetings as and when the need to convene arises. Such meetings shall be publicly noticed and distributed to media in accordance with the requirements of the Open Meetings Act.

SECTION 6. RESOLUTION OF CONFLICTS.

All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. 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 8. 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 _____, 2017, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

VILLAGE OF COAL CITY
BOARD OF TRUSTEES
2018 REGULAR MEETING SCHEDULE

JANUARY

Wednesday – January 10, 2018
Wednesday – January 24, 2018

FEBRUARY

Wednesday - February 14, 2018
Wednesday –February 28, 2018

MARCH

Wednesday – March 14, 2018
Wednesday – March 28, 2018

APRIL

Wednesday – April 11, 2018
Wednesday – April 25, 2018

MAY

Wednesday – May 9, 2018
Wednesday – May 23, 2018

JUNE

Wednesday – June 13, 2018
Wednesday – June 27, 2018

JULY

Wednesday – July 11, 2018
Wednesday – July 25, 2018

AUGUST

Wednesday – August 8, 2018
Wednesday – August 22, 2018

SEPTEMBER

Wednesday – September 12, 2018
Wednesday – September 26, 2018

OCTOBER

Wednesday – October 10, 2018
Wednesday – October 24, 2018

NOVEMBER

Wednesday – November 14, 2018
Wednesday – November 28, 2018

DECEMBER

Wednesday – December 12, 2018

EXHIBIT B

VILLAGE OF COAL CITY
PLANNING AND ZONING BOARD, PLANNING COMMISSION, and ZONING
BOARD OF APPEALS

2018 COMBINED REGULAR MEETING SCHEDULE

JANUARY

Tuesday – January 2, 2018
Monday – January 15, 2018

FEBRUARY

Monday – February 5, 2018
Monday – February 19, 2018 (legal holiday)

MARCH

Monday – March 5, 2018
Monday – March 19, 2018

APRIL

Monday – April 2, 2018
Monday – April 16, 2018

MAY

Monday – May 7, 2018
Monday – May 21, 2018

JUNE

Monday – June 4, 2018
Monday – June 18, 2018

JULY

Monday – July 2, 2018
Monday – July 16, 2018

AUGUST

Monday – August 6, 2018
Monday – August 20, 2018

SEPTEMBER

Monday – September 17, 2018

OCTOBER

Monday – October 1, 2018
Monday – October 15, 2018

NOVEMBER

Monday – November 5, 2018
Monday – November 19, 2018

DECEMBER

Monday – December 3, 2018
Monday – December 17, 2018

EXHIBIT C
VILLAGE OF COAL CITY
PARK BOARD
2018 REGULAR MEETING SCHEDULE

JANUARY

Tuesday – January 16, 2018

FEBRUARY

Tuesday – February 20, 2018

MARCH

Tuesday – March 20, 2018

APRIL

Tuesday – April 17, 2018

MAY

Tuesday – May 15, 2018

JUNE

Tuesday – June 19, 2018

JULY

Tuesday – July 17, 2018

AUGUST

Tuesday – August 21, 2018

SEPTEMBER

Tuesday – September 18, 2018

OCTOBER

Tuesday – October 16, 2018

NOVEMBER

Tuesday – November 20, 2018

DECEMBER

Tuesday – December 18, 2018

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 21, 2017

RE: UP RAILROAD SANITARY PIPELINE CROSSING AGREEMENT

As part of the offsite improvements to take place according to the Redevelopment Agreement with Hoffman Transportation, the sanitary utility is to be extended from its current point of ending southward and then will take a 90 degree turn and head westward along the north side of Hoffman's property and end after it crosses the Union Pacific Railroad. In order to do this, the UP requires an agreement to be in place with the local utility who shall own the sanitary line and be responsible for its annual and regularly occurring maintenance.

In short, there are long-term insurance requirements that are already possessed within the Village's liability insurance coverage and then there will be certain coverages necessary for the subcontractor installing the sewer. In addition, the subcontractor must abide by certain requirements next to the rail including necessary notifications.

This agreement has been reviewed with both the Village Attorney and the Village's Liability insurer.

Recommendation:

Authorize Mayor Halliday to enter into a Pipeline Agreement with the Union Pacific Railroad for the Sanitary Utility that shall be constructed beneath the UP, south of Spring Road.

PIPELINE CROSSING AGREEMENT

Mile Post: 59.2, Pequot Subdivision/Branch
Location: Coal City, Grundy County, Illinois

THIS AGREEMENT (“Agreement”) is made and entered into as of November 02, 2017, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **VILLAGE OF COAL CITY**, to be addressed at 515 South Broadway Street, 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 thirty (30) inch cased pipeline for transporting and conveying domestic sewage 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 October 17, 2017 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 domestic sewage, 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. 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 3. 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 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. 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

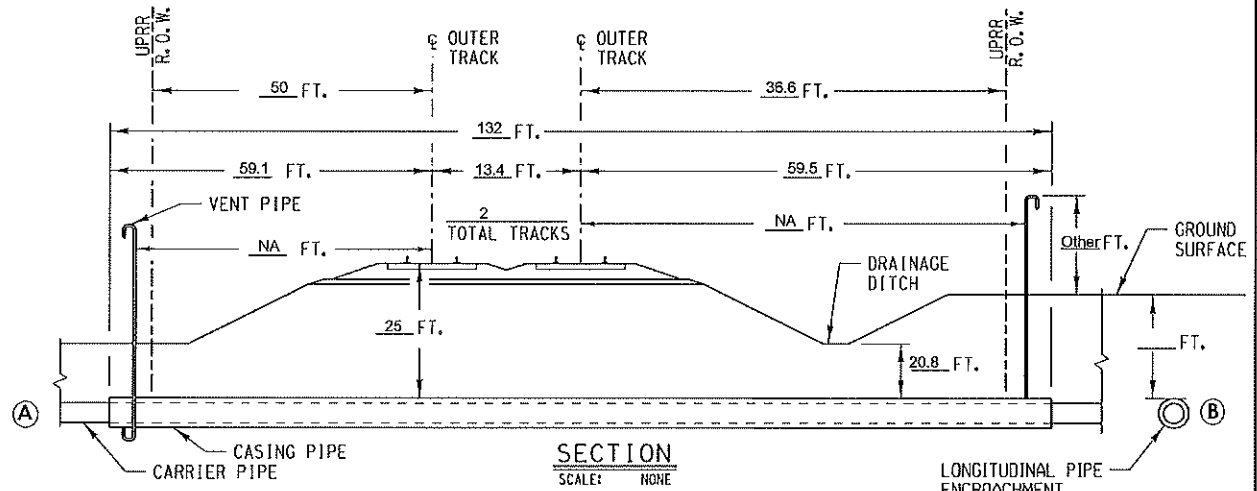
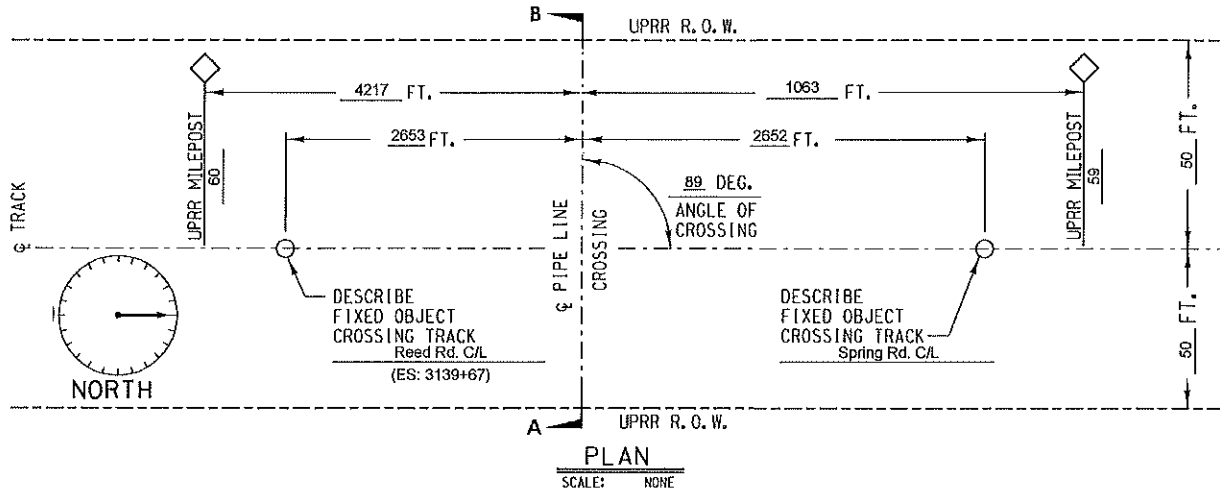
VILLAGE OF COAL CITY

By: _____
Jason Murray
RE - Utilities

By: _____
Name Printed: _____
Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED

B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____

C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE

D) CARRIER MATERIAL PLASTIC, IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED DOMESTIC SEWAGE,
 OPERATIONAL PRESSURE 30 PSI, MAOP 30 PSI,
 WALL THICKNESS (INCH)/ SCHEDULE 35, DIAMETER 30 IN.,
 CATHODIC/COATING PROTECTION NO

E) CASING MATERIAL STEEL PIPE, IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 132 FT.,
 WALL THICKNESS 0.5925 IN., DIAMETER 42 IN.,
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS OPEN AT THE ENDS.

F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 59.5 AND 59.1.



EXHIBIT "A"

SUBDIVISION: Pequot Sub.	
TRACK TYPE: MAINLINE	
M.P.: 59.20	LAT.: 41.266105741687
E.S.M.: 3113+14	LONG.: -88.28073620796
NEAREST CITY: COAL CITY	COUNTY: GRUNDY
STATE: IL	
APPLICANT: VILLAGE OF COAL CITY	
FILE NO.: 0305938	DATE: 10/17/2017

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"):

Geshiwm, Lance D.
MANAGER OF TRACK MAINTENANCE
309/531-1494
ldgeshiw@up.com
811 W CHESTNUT
BLOOMINGTON, IL 61701

CORNWELL, Curtis R.
MANAGER OF SIGNAL MAINTENANCE
402/8 501-3539
crcornwe@up.com
101 RAILROAD ST
VILLA GROVE, IL 61956

- 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.

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.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

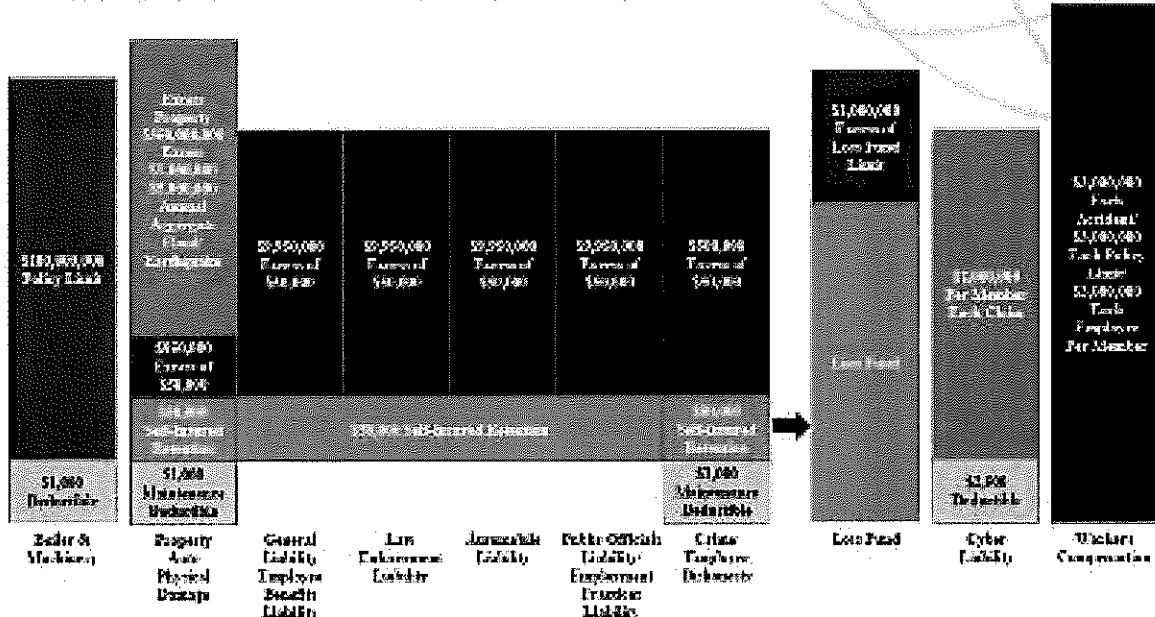
DATE: November 21, 2017

RE: ANNUAL WORKERS' COMPENSATION AND LIABILITY INSURANCE RENEWAL

Each year, the Village purchases liability insurance as well as workers' compensation insurance to guard against the out-of-pocket costs of potential claims against the Village due to its operations and to protect the property including buildings and equipment. Much like homeowner's insurance, as the policy is utilized to payout for damages more frequently the cost of renewal increases. Coal City has a slight increase after a very favorable decrease in 2016. Due to Coal City's status as being an initial member, the Insured But Not Reported (IBNR) value is set to become an asset at the conclusion of 2017. Currently, \$137,980 remains from the first year the consortium banded together. This is the residual value aside from the amount that had been originally saved by funding the Loss Fund at 85%, which saved IMIC \$90,000 initially in 2014. This amount is being considered for distribution in the first quarter of 2018.

IMIC Public Entity Package Program

2017-2018 Protected Self-Insurance Structure



The IBNR is a Pre-Decurrence Residual. Only one Retention applies in the event of a multiple coverage loss.

10/26/17/17/17

©2017 IMIC Public Entity Package Program

As a reminder to the Board, Coal City entered into the Illinois Municipal Insurance Cooperative (IMIC), which carried an initial membership requirement of 3 years. Since its inception, the group has grown as other municipalities attempt to identify means of controlling the cost for these necessary coverages. Each of the members contributing to a loss fund spreads the liability across a larger number of communities and limits the liability of each member retaining only a portion of the total claims to be paid out from IMIC assets (self-insured retention). To date, claims have mainly been paid from the self-insured retention; some, including the Village's tornado experience, exceeded \$50,000 and utilized the first layer of excess liability coverage (insurance purchased to cover claims exceeding \$50,000 up to \$2 million). *Due to the past success of IMIC, the entire group is enjoying annual reliable renewals that include lower rates and more coverage. This year the entire pool is sharing in savings from Cyber Liability being an included coverage (no longer purchased separately) and the structure has been changed so that Workers Compensation (IPRF) is provided to the entire pool with a 10% discount.* The coverage is provided so that any occurrence counts as one occurrence across the entire group; i.e. if a tornado hits in Coal City and Braidwood (also an IMIC member), there is only one deductible to be paid and the claim accelerates through the excess coverage layers as one total number. This means all of the municipalities do not need to fear one weather event hitting in multiple locations – this will count as one occurrence and only take a maximum of \$50,000 from the loss fund.

Coal City's renewal is a 5% increase from the expiring renewal for liability and workers' compensation insurance coverages. This year's renewals are listed below. The specific coverages for each of the policies are provided for your review. Gallagher has provided fully bounded insurance renewal documentation, however, summaries have been provided. Coal City continues to be a leader within the consortium with its risk assessment and continued training for all of the Village's employees – this due to the focus of the Department Heads and participation of the Safety Committee. Coal City's training risk and safety training outstrips most of the other municipalities. This approach is being embraced with Loss Control across the entire municipal group for the upcoming year

<i>Coverage</i>	<i>Expiring Premium</i>	<i>Next Year's Premium</i>
Workers Compensation	\$84,224	\$82,229
Liability	129,920	<u>147,010</u>
Cyber Liability	<u>3,166</u>	
	\$217,310	\$229,239

Due to the Village's membership within IMIC, the cooperative has agreed upon the rates set for each of its member municipalities.

Recommendation:

Renew the Workers' Compensation Coverage with IMIC liability coverages, as outlined for 2018 totaling \$229,239.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 21, 2017

RE: COMED SPONSORED HIGH EFFICIENCY REPLACEMENT PROJECT

The Village of Coal City has been approached on a few occasions to consider various energy efficiency programs. This year, a trade ally of the DCEO – Twin Supplies, Ltd., completed a project for the Village of Diamond very successfully. Taking advantage of an incentive provided by ComEd allows Coal City to receive short-term and long-term benefits. In the short-term, all of the existing street lights that do not utilize LED heads will be replaced, except for the ones on Broadway, which are expected to get replaced within the next year or two. Over the long-term, the electricity usage on these accounts will be significantly less. The lights to be replaced will utilize 76% less than their former counterparts.

In order to get these fixtures replaced, Twin Supplies, Ltd. has requested the approval of \$13,267.41. Since they are an approved vendor by DCEO, they shall wait for ComEd's payment prior to billing the Village of Coal City. The total amount of project being provided between materials, equipment, and labor is \$33,805.59. This 60% discount and the long-term impact upon the monthly electrical bill savings results in the need to take advantage of the ComEd incentive prior to its expiration at year's end. Twin Supplies will complete all of its work abiding by prevailing wage requirements.

In addition to the street light, the lights within Village Hall will be replaced as well. Due to their age, the current fixtures were being replaced whole ballast and all because the old fluorescent tubes were no longer available. This replacement will get one unified type of fixture throughout Village Hall. While the long-term savings does not equate to saved dollars it will result in less power used. The Village's use of energy for lighting at Village Hall is provided within the franchise agreement. The lights at the Police Department were previously updated throughout the building.

Recommendation:

Approve the expenditure of \$13,267.41 to update the Village's Street Lights to High Efficiency LED fixtures.

TWIN SUPPLIES, LTD.

High Efficiency Lighting

ESTIMATE

http://twinsupplies.net 1010 JORIE BLVD, Suite 124 OAK BROOK, IL 60523
 PHONE: (630) 590-5138 FAX: (630) 537-1045 EMAIL: info@twinsupplies.net

Date	Estimate #
11/9/2017	565-12-584D

Village of Coal City 515 S. Broadway Coal City, IL 60416
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Ship To
Village of Coal City 515 S. Broadway Coal City, IL 60416

Customer Contact	Customer Phone
Matt fritz	815-634-8608

Rep	Project
NS	

Item	Description	Qty	Rate	Total
LUMECON- LF-LG-60-NW-SF	***VILLAGE HALL*** ***EXTERIOR*** LUMECON 62 WATTS LED LARGE FLOOD; SLIPFITTER; 90,000 HR 10 YEAR WARRANTY 7680 LUMENS (DLC)	2	499.00	998.00
LUMECON- LF-MD-25-DB-1-NW	LUMECON - MEDIUM FLOODLIGHT, 2434 LUMENS ,24W, 4700K, ADJUSTABLE KNUCKLE (DLC)	2	289.00	578.00
PHILIPS-ROADFOCUS 108W GRAY	***STREETLIGHTS*** ***REPLACING 400W FIXTURE*** ****DIVISION STREET***** RFM108W48LED4K-T-R3M UNIVRCD GY 106W; ROAD FOCUS; 48LED; TYPE 3; 12,279 LUMENS;UNIV VOLT;4000K;GRAY FINISH; 10 YEAR WARRANTY; 10K SURGE PROTECTOR; TWIST LOCK RECEPTACLE. # RFM108W48LED4K-T-R3M-UNIV-DMG-RCD-WC10 BR	29	439.00	12,731.00
TORK-SHORTING CAP	TORK - SHORTING CAP LED TO COMPLETE THE CIRCUIT 120-480V ***REPLACING 250W FIXTURE***	29	10.00	290.00

Subtotal

Sales Tax (0.0%)

Total



Check out some of our projects on our blog:
<http://twinsupplies.net/blog/>

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Customer Contact	Customer Phone
Matt fritz	815-634-8608

Rep	Project
NS	

Item	Description	Qty	Rate	Total
PHILIPS-ROADFOCUS 72W G2	72W; ROAD FOCUS; 32LED; TYPE 3; 8,514 LUMENS;UNIV VOLT; 4000K; GRAY FINISH; 10 YEAR WARRANTY; 10K SURGE PROTECTOR; TWIST LOCK RECEPTACLE. # RFM108W48LED4K-T-R3M-UNIV-DMG-RCD-WC10 GY3	58	395.00	22,910.00
TORK-PHOTO CONTROL	TORK - LED TWIST-LOCK PHOTO CONTROL FOR OUTDOOR STREET LIGHTING. 105-305 V. 15 YEAR WARRANTY	58	27.00	1,566.00
LABOR	LABOR		7,400.00	7,400.00
LIFT CHARGE	BOOM TRUCK - LIFT CHARGE		600.00	600.00
COMED PSEE REBATE	COMED PUBLIC SECTOR ENERGY EFFICIENCY PROGRAM INCENTIVE (BASED ON APPROVAL) REQUESTED - TWIN SUPPLIES WAITS 4-6 WEEKS FOR THE INCENTIVE CHECK. YOU PAY THE NET COST OF THE PROJECT. NET 10 DAYS (\$33,805.59)		-33,805.59	-33,805.59

Thank you for your business!

Subtotal \$13,267.41

Sales Tax (0.0%) \$0.00

Total \$13,267.41



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Energy savings are great, but incentives are even better! By upgrading to more efficient lighting systems, you are eligible for one or more of the incentive programs available to public and private facilities -- in some cases paying for 75-100% of the total project cost! In order to help facilitate the project, our experienced grant writers take care of all the paperwork from start to finish at no charge to you. This way, you can rest assured that you will receive the maximum incentive for which your facility qualifies. As an added bonus, Twin waits for the incentives to be paid to you before collecting payment on that amount.

Please visit the following links to learn more about these incentive programs:

- Municipal & Public Facilities -- DCEO Illinois Energy Now Program
- Municipal & Public Facilities -- Illinois Clean Energy Foundation
- Private Sector Facilities -- ComEd Smart Ideas For Your Business
- Private Sector Facilities -- Ameren ActOnEnergy Program

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ILLINOIS PUBLIC SECTOR TRADE ALLIES

TRADE ALLY INFO TWIN SUPPLIES, LTD

COMPANY INFO

Twin Supplies, Ltd
1010 Jorie Blvd
Suite 124
Oak Brook, IL 60523
Phone: (630) 590 5138
Fax: (630) 537-1045
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PRIMARY CONTACT

Alex Wax
Grant Administrator

LED STREET LIGHT INCENTIVE WORKSHEET

June 1, 2017 through December 31, 2017

DIRECTIONS: Please save a copy of this form to your computer by selecting "FILE/SAVE AS" before entering text and numbers. Then fill in your information electronically and select "SAVE." Note that this form requires Adobe Reader® version 11.0 to function properly. Download the most recent version of Adobe Reader® at <http://get.adobe.com/reader>.

General Specifications

1. A pre-approval application is required; review instructions on the standard and custom incentives pre-approval and final application form. Wait for pre-approval before starting your project.
2. All lighting projects are expected to comply with the Illuminating Engineering Society of North America (IESNA) recommended lighting levels or the local code.
3. Refer to the Default Fixture Wattage Reference Table on page 4 to determine baseline wattage.
4. In addition to the completion of the Watt Reduction Worksheet, the applications must include the LED Streetlight Tracking Sheet detailing all installed/retrofitted fixtures.
5. Original manufacturer's specifications sheets must be submitted with pre-approval and final applications to verify measure eligibility. Measure eligibility information can be found under individual specifications in this worksheet.
6. Photographs of the manufacturer and wattage must be submitted with the pre-approval application for each existing fixture.
7. LED Streetlights are defined as a light illuminating a street or road, typically mounted on a tall pole. This does not include parking lot lights.

LED Fixtures

SPECIFICATIONS

1. Product must be listed on the DesignLights™ Consortium Qualified Products List available at <http://www.designlights.org/>.

Please complete the watt reduction worksheet on the following page.

EQUIPMENT TYPE and DEFINITION	UNIT	INCENTIVE
LED Fixtures Replacement of an existing street lighting system with a new lighting system containing LED fixtures (project does not have to be a one-for-one replacement).	Reduction in connected watts	Municipal owned streetlights \$1.47 per watt reduced
		Municipal owned streetlights that operate 24 hrs/day \$2.63 per watt reduced

Company Name: Village of Coal City

LED STREET LIGHT INCENTIVE WORKSHEET

June 1, 2017 through December 31, 2017

Default Fixture Wattage Reference Table

This table is to be used as a reference for determining the wattage of baseline (existing) fixtures. Wattages for all new (proposed) fixtures should be referenced from the new product specifications.

There are many factors that affect the input wattage of a fixture: ballast factor, lamp quality, system voltage, etc. The more information that is provided about your project, the more accurate the incentive and energy savings calculations can be. If there is any doubt as to which fixture type is correct, the conservative wattage will be used. **To verify the number and type of fixture used in incentive calculations are as accurate as possible, pictures are required as defined in General Specifications item #6.**

This table is made up of the most common fixtures but does not include all fixture types. If a fixture type is not listed on this table, it does not necessarily mean that the fixture is not eligible for an incentive. Please visit ComEd.com/BizIncentives or call us at 855-433-2700 if you have any questions.

HID

NOMINAL WATTS	PULSE START METAL HALIDE	METAL HALIDE	MERCURY VAPOR	HPS
50		72	74	66
70		95		95
75			93	
100		128	125	138
150		190		188
175	208	215	205	
200	232			250
250	288	295	290	295
350	400			
400	456	455	455	465
450	506			
700			780	
750	818	850		835
1000	1080	1080	1075	1100
1500		1610		

Coal City Police Department
Weekly Summary of Activities
Thursday 11-02-17 – Wednesday 11-08-17

During this period, there were 28 calls for service, 14 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

11-02-17 at 3:34 PM, police met with a Broadway St. pharmacy for a possible fraud report. The complainant stated a female came to the pharmacy wanting a prescription of hers refilled. Her prescription was denied but asked if she could pick up a prescription for a friend. On today's date, a Carbon Hill resident tried to pick up her refill and was advised a friend had already picked it up. The customer stated she did not give permission for anyone to pick up her prescription. Police officers are continuing to investigate this incident.

11-06-17 at 3:41 PM, police responded to a N. 2nd Ave. residence for a criminal damage to property report. Upon inspection, it appeared someone tried to use channel locks on the doorknob based on impressions. It appeared entry was not made.

11-08-17 at 3:15 PM, police responded to a Circle Dr. apartment for a juvenile problem. The complainant stated her 15-year-old son, she had gotten into an argument, and he left the apartment. Police were able to locate the juvenile and return him to the residence.

Arrest Incidents

Disobeying a Traffic Control Device	1
Improper Overtaking	1

Coal City Police Department
Weekly Summary of Activities
Thursday 11-09-17 – Wednesday 11-15-17

During this period, there were 44 calls for service, 11 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

11-10-17 at 1:18 PM, Police responded to a S. Marguerite St. residence for a criminal damage to property report. The complainant stated she observed several pry marks on two doors leading into the residence. The complainant stated no entry was made but suspects it was the prior tenant. Police advised they would provide extra patrol on the residence.

11-13-17 at 10:46 AM, Police received a walk in complaint for harassment by electronic means. The complainant stated he has been receiving several vulgar text messages from an unknown number. The complainant stated he believes it is his ex-girlfriend. Police returned a call to the number provided and left a message but got no response.

11-15-17 at 7:09 AM, police responded to a W. Division St. apartment for a domestic disturbance call. The complainant stated her ex-boyfriend came over the previous evening for her birthday and continued drinking. The complainant stated he started calling her names and grabbed her and she wished for him to leave. Due to his level of intoxication, police advised to have a relative pick him up.

Arrest Incidents

Failure to Reduce Speed to Avoid an Accident	2
D.U.I.	1
D.U.I. over .08	1
Speeding	4