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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2015-034**

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**AN ORDINANCE APPROVING THE GRANT OF UTILITY LICENSE  
AND EASEMENTS OVER CERTAIN PROPERTY AND  
AUTHORIZING EXECUTION OF NONEXCLUSIVE UTILITY  
LICENSE AND EASEMENT AGREEMENT WITH  
IOWA INTERSTATE RAILROAD, LTD.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

<b>1st Ward</b>	<b>TOM HAWLEY</b>	<b>GEORGE POULOS</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>FRED BILOTTO</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>CANDACE CARR</b>	<b>ALECIA SLATTERY</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**

**ORDINANCE NO. 2015-034**

**AN ORDINANCE APPROVING THE GRANT OF UTILITY LICENSE AND EASEMENTS OVER CERTAIN PROPERTY AND AUTHORIZING EXECUTION OF NONEXCLUSIVE UTILITY LICENSE AND EASEMENT AGREEMENT WITH IOWA INTERSTATE RAILROAD, LTD.**

WHEREAS, the City of Blue Island is a municipal corporation within the State of Illinois;

WHEREAS, the City of Blue Island has determined that it is appropriate to install upon certain premises, namely the premises in and about the intersection of Division Street and 123<sup>rd</sup> Street within the City, certain utilities and wirelines for use by Iowa Interstate Railroad, Ltd.;

WHEREAS, the City of Blue Island (hereinafter "the City") and Iowa Interstate Railroad (herein after "the Railroad") have expressed a willingness to enter into and memorialize a nonexclusive utility license agreement whereby the City is willing to grant to Iowa Interstate Railroad such a license;

WHEREAS, the City and Railroad have agreed on the terms and conditions of such nonexclusive utility license, subject to approval by the respective authorities of the parties.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE ISLAND, ILLINOIS, as follows:

SECTION 1. That the preambles hereto, shall be and are hereby incorporated herein by this reference.

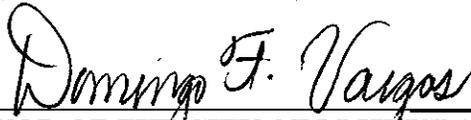
SECTION 2. That the Nonexclusive Utility License Agreement between the City and Railroad, authorized pursuant to this Ordinance, in substantially the form as attached hereto as Exhibit A, including the corresponding exhibits depicting the location, proposed lights and construction; and the same are incorporated herein by reference, be and the same is hereby authorized and approved.

SECTION 3. That the Mayor and City Clerk are hereby authorized to execute and deliver said agreement and other documents necessary effectuate the intent of this Ordinance.

ADOPTED this 24th day of November, 2015, pursuant to a roll call vote as follows:

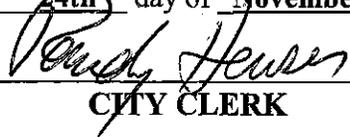
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita			X		
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson			X		
Alderman Frausto	X				
Alderman Thompson	X				
Alderman Johanson	X				
Mayor Vargas					
TOTAL	12		2		

APPROVED by the Mayor on November 24, 2015.

  
MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS

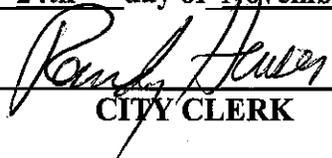
ATTESTED and Filed in my office this

24th day of November, 2015.

  
CITY CLERK

PUBLISHED in pamphlet form this

24th day of November, 2015

  
CITY CLERK

## UTILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is made this 1st day of December 2015, between IOWA INTERSTATE RAILROAD, LTD., a Delaware limited liability corporation, 5900 6<sup>th</sup> Street SW, Cedar Rapids, IA 52404 (hereinafter called "Railroad") and CITY OF BLUE ISLAND, a municipal corporation, 13051 Greenwood Avenue, Blue Island, IL 60406 (hereinafter called the "City").

### WITNESSETH

WHEREAS RAILROAD desires the use of City property for purposes of constructing and maintaining certain utility poles and wires as more specifically described below;

WHEREAS CITY is willing to grant RAILROAD permission to construct and maintain certain poles and wires upon the terms and conditions herein set forth;

NOW THEREFORE in consideration of the premises, the parties agree as follows:

1. **Grant of License, Fee.** In exchange for a one-time payment from RAILROAD to CITY in the amount of Two Thousand Dollars and no/100 (\$2,000.00), CITY shall grant to RAILROAD a License and permission to enter upon the City's property for the purposes of constructing and maintaining three light poles and two support poles with an approximate distance of 850 feet (whether one or more pipes, cables, or conduits hereinafter referred to as the "Wireline") across and along the property of the CITY near the intersection of Division and 123<sup>rd</sup> Streets in or about the City of Blue Island, Illinois and at the described location which is more particularly shown upon Exhibit A, attached hereto and incorporated herein.

2. **Subordination.** This License and the permission herein issued to RAILROAD are subject and subordinate to the rights of CITY, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, and structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.

3. **Notice to City.** RAILROAD shall, except in emergencies, give not less than seventy-two (72) hours written notice to CITY of the day, hour and location that it proposes to undertake any construction or maintenance work concerning the Wireline and in the event of an emergency shall notify CITY as soon as possible.

RAILROAD shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on CITY property for purposes of this License and at the invitation of RAILROAD, shall be deemed agents or employees of the Railroad.

4. **Permits.** RAILROAD shall, at no expense to CITY, obtain all permits and approvals required to exercise this License and RAILROAD shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. RAILROAD shall be responsible for any taxes, assessments and charges made against the Wireline.

5. **Future Improvements.** RAILROAD agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the CITY, to make such change or changes as may be necessary and reasonable in the opinion of said representative to accommodate any change or improvement which CITY may desire to make in or upon its property.

6. **Protection of Property.** RAILROAD shall at its expense take such reasonable measures as may be necessary and adequate in connection with its property or the property of CITY to protect facilities of CITY and that of others using CITY's property from interference by induction, conduction, physical contact or otherwise attributable to RAILROAD's exercise of this License.

7. **Renewal or Removal of Wireline.** In the event CITY elects to renew, replace, repair or alter any facilities or to construct new facilities or to make other use of the property covered by this License, and in connection therewith requires the relocation or removal of the Wireline or should the Wireline need renewal or repair, the RAILROAD shall, within sixty (60) days of receipt of CITY's notice of the same, arrange for such relocation, removal, renewal or repair at RAILROAD's risk and expense. In the event relocation or removal is requested, the Wireline shall be relocated to such a location on CITY's property which does not frustrate the purposes of this License or frustrate the CITY's use of the property or development of the same.

8. **City Costs.** Cost and expense for work performed by the City pursuant to this Agreement shall consist of the direct cost of labor and material plus City's standard additives in effect at the time the work is performed. All payments required of Railroad under this Agreement shall be made promptly upon presentation of a bill.

9. **Indemnification**

A. RAILROAD, as further consideration for this License, agrees to indemnify and save harmless CITY, its officers, employees, and agents, from any injuries or damages to persons or to property arising from or related to any act attributable to or resulting from the exercise of this License regardless of the negligence of CITY, its officers, employees, or agents. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as an indemnification against the sole negligence, gross negligence, or willful misconduct of the CITY its officers, employees, or agents.

10. **Term.** This Agreement shall continue in force for a period of Ninety-nine (99) years from and after the date hereof, subject, however, to the right of RAILROAD to terminate the Agreement. Should the RAILROAD terminate the Agreement, it shall remove the Wireline and facilities from the CITY's property at RAILROAD's expense.

11. **Execution of Agreement.** This Agreement shall not be binding on either party hereto until all parties have executed the space provided below.

12. **Binding Effect: Assignability.** This Agreement shall be binding on the successors and assigns of the parties hereto. However, neither party shall assign or otherwise transfer this Agreement or any of its rights and interest to any firm, corporation, or individual, without the prior written consent of the other party, except either party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control with a party hereto, or any

entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party.

**13. Amendments.** No amendment, change, or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties by their authorized representatives.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed in duplicate, the day and year above first written.

**IOWA INTERSTATE RAILROAD, LTD.**

By: *[Signature]*

Title: *CH ENGR*

**CITY OF BLUE ISLAND, IL**

By: *[Signature]*

Title: *Mayor*

ATTEST:

By: *[Signature]*

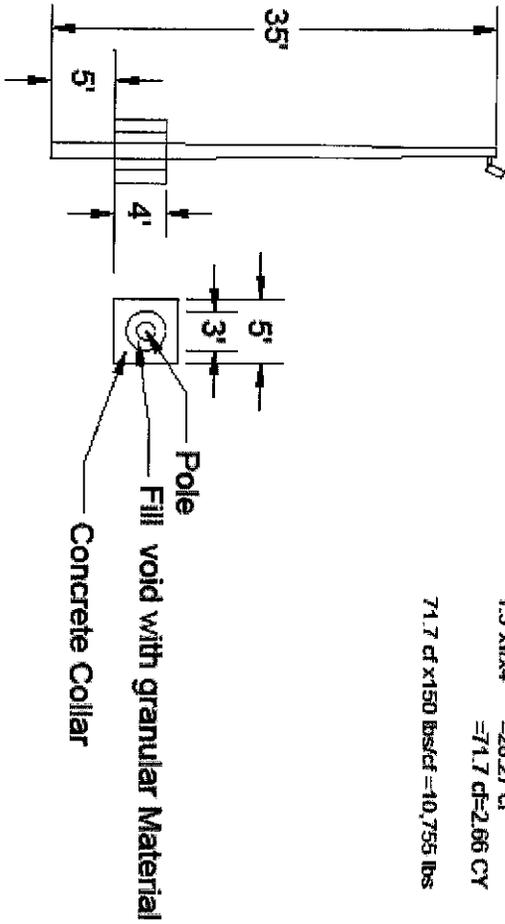
ATTEST:

By: *[Signature]*

Exhibit A



A-1



Concrete Collar  
 5'x5'x4' = 100 cf  
 1.5'x10'x4' = 28.27 cf  
 = 71.7 cf = 2.66 CY  
 71.7 cf x 150 lbs/cf = 10,755 lbs

REVISION#	BY	DATE	
<b>Proposed Lights</b> IANS Yard Lights Blue Island, Cook Co., IL		Drawn By: GOWANCO Date: 8-11-15 DWG: IANS Yard Lights-02-13 BI Light Pole Lighting.dwg	

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     ss.

CERTIFICATE

I, Randy Heuser, certify that I am the duly elected and acting Municipal Clerk of the City of Blue Island of Cook County, Illinois.

I further certify that on **November 24 2015** the Corporate Authorities of such municipality passed and approved Ordinance No. **2015 - 034** entitled: **AN ORDINANCE APPROVING THE GRANT OF UTILITY LICENSE AND EASEMENTS OVER CERTAIN PROPERTY AND AUTHORIZING EXECUTION OF NONEXCLUSIVE UTILITY LICENSE AND EASEMENT AGREEMENT WITH IOWA INTERSTATE RAILROAD, LTD.**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2015 - 034** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **November 24, 2015** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **24th** day of **November, 2015**.

(SEAL)

\_\_\_\_\_  
Municipal Clerk