

11-14-94

75-R-94

A RESOLUTION

AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT  
WITH CHICAGO & NORTHWESTERN RAILROAD COMPANY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK  
COUNTY, ILLINOIS:

SECTION 1: That the Mayor of the City of Evanston is  
hereby authorized to execute a License Agreement with the Chicago  
& Northwestern Railroad Company. Said License Agreement is marked  
as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: This Resolution shall be in full force and  
effect following its passage and approval in the manner required by  
law.

  
Mayor

ATTEST:

  
City Clerk

Adopted: November 21, 1994

# ACORD. CERTIFICATE OF INSURANCE

CSR: DJ ISSUE DATE (MM/DD/YY)  
10/12/94

**PRODUCER**

SCHEER'S INCORPORATED  
5650 S. Brainard Avenue  
La Grange, IL  
60525  
Donald W Burke Jr  
708-352-6282

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**COMPANIES AFFORDING COVERAGE**

- COMPANY LETTER **A** American Country Insurance Co.
- COMPANY LETTER **B** Casualty Insurance
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

**INSURED**  
Great Lakes Landscape Company,  
Inc. \*See Full Named Insured  
212 Maple Rd.  
Elk Grove Village, IL  
60007

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> Per Proj. Agg. <input checked="" type="checkbox"/> Blanket Addl Ins.	CHP0006582	03/31/94	03/31/95	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 1,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED. EXPENSE (Any one person) \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY	CBA0006221	03/31/94	03/31/95	COMBINED SINGLE LIMIT \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	<b>EXCESS LIABILITY</b> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	ACE0002307	03/31/94	03/31/95	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC94046059	03/31/94	03/31/95	STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000. DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

See Attached Addendum for Additional Insured's. RE: Greenbay Road  
Landscape Improvements - Contract Amount - \$868,130.

**CERTIFICATE HOLDER**

City of Evanston  
2100 Ridge Avenue  
Evanston IL 60201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donald W Burke Jr

*JAMES SCHEER*

5650 SOUTH BRAINARD AVENUE, LA GRANGE, ILLINOIS 60525 708/352-6282 Fax 708/352-6295  
**CERTIFICATE OF INSURANCE ADDENDUM**

**INSURED:** Great Lakes Landscape Company, Inc.

**POLICY NUMBER:** CMP0006582

**CERTIFICATE ISSUED TO:** City of Evanston

**JOB:** Greenbay Road Landscape Improvements

**DATE ISSUED:** May 4, 1994

**ADDITIONAL INSURED(S):**

City of Evanston - Owner  
Land Design Collaborative, Inc. - Architect  
Barton-Aschman Associates, Inc. - Civil Engineer  
Certified Consultants, Ltd. - Irrigation Consultant  
Dickerson Engineering, Inc. - Electrical Engineer

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CSR: DV ISSUE DATE (MM/DD/YY)  
10/12/94

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**COMPANIES AFFORDING COVERAGE**

- COMPANY LETTER **A** Lloyds of London
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

**REVISED**

**INSURED**

Chicago & Northwestern  
Railroad  
165 N. Canal Street  
Chicago, IL  
60606

**COVERAGES**

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> Railroad Protective	RRP0079ABC	06/01/94	11/01/95	GENERAL AGGREGATE \$ 6,000,000
	PRODUCTS-COMP/OP AGG. \$				
					PERSONAL & ADV. INJURY \$
					EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$
					MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE—POLICY LIMIT \$
					DISEASE—EACH EMPLOYEE \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
Greenbay Road Landscape  
Improvements. - Contractor - Great Lakes Landscape Company, Inc.  
RE: Greenbay Road Landscape Improvements - Contract Amount - \$868,130.

**CERTIFICATE HOLDER**

City of Evanston  
2100 Ridge Avenue  
Evanston IL 60201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*James Scheer*

Donald W Burke Jr

CHICAGO AND NORTH WESTERN RAILWAY COMPANY (hereinafter called "Company"), hereby licenses City of Evanston (hereinafter called "Licensee"), subject to the terms and conditions hereinafter set forth to construct, install, maintain and use one electrical cable (hereinafter called "Facility"), upon and across the right of way and property under the tracks of the Company at Evanston, Illinois pursuant to request of the Licensee and in accordance with the plan and in the location shown in yellow on map dated August 17, 1994 attached hereto, made a part hereof and marked Exhibit "A", for the sole purpose of conveying electric current at nominal potentials not to exceed 240 volts for power and lighting.

The Company may, at its option and without liability to the Licensee, revoke this license at any time by giving written notice thereof to the Licensee, if the Licensee shall use or attempt to use said facility for any other or different purpose than above specified, or if the Licensee shall violate or breach any of the following terms and conditions.

1. The Licensee will procure all necessary public authority for the construction, installation, maintenance and use of said facility, and in addition to the requirements of this license, will construct, install, maintain and use said facility in conformity with all requirements of public authority.
2. The Licensee will pay all taxes and assessments that may be levied or assessed upon or against said facility, or upon or against the premises or property of the Company because of the construction, installation and maintenance of said facility as herein provided for; and in the latter case, the Company shall render to the Licensee a bill for the proportion of taxes or assessments levied or assessed because of the presence of said facility upon its premises, and the Licensee will promptly pay the same.
3. (a) Said facility shall be constructed, installed and maintained by and at the expense of the Licensee, in a manner satisfactory to the Company. Construction of telephone, telegraph and other communication wires or cables shall comply with specifications of the Association of American Railroads. Construction of electric light, power or trolley lines shall comply with specifications of the American Railway Engineering Association, except as modified by said Exhibit "A".  
(b) If, in the judgement of the Company, it shall be necessary to provide protection including flagging or support (or both) for its tracks and property during the work of construction, installation or maintenance of said facility, the Company shall have the right to furnish such protection or support (or both) and the Licensee will promptly pay the entire cost thereof.  
(c) All material and workmanship pertaining to the construction, installation or maintenance of said facility shall be subject to the inspection and approval of the Company.  
(d) The Company shall have the right at any time to judge the necessity of repairs to said facilities, and in the event the Licensee shall fail within ten (10) days after receipt of written notice to make such repairs as the Company deems necessary, the Company may at its election revoke this license or make such repairs. The Company shall have the right to make emergency repairs to said facility in the event the Company deems such repair necessary for the safety of its tracks or property. The Licensee will promptly reimburse the Company for the cost and expense of all repairs to said facility made by the Company.

3. (e) If at any time it shall be necessary in the judgement of the Company to change the location, elevation or method of construction or installation of said facility, such change will be made by the Licensee, at its sole expense, and in the manner requested by the Company, within thirty (30) days after receipt of written notice thereof from the Company.
4. If at any time the Company shall deem it necessary to change, alter or rearrange any of the tracks, electrical conductors, poles, wires, appurtenances, structures or other facilities located upon, over or across the right of way or property of the Company because of the construction, installation, maintenance or use of said facility, the Licensee will promptly pay to the Company the entire cost and expense of making any such change, alteration or rearrangement.
5. The Company shall have the right to use, occupy and enjoy its tracks and property, or permit the use or occupancy thereof by others, for such purposes, in such manner, and at such times as the Company shall desire, the same as if this instrument had not been executed by it. If any such use shall necessitate any change in the location or construction of said facility or any part thereof, such change shall be made by the Licensee, at its own cost and expense upon demand of the Company, and the Company shall not be liable to the Licensee on account thereof, or on account of any damage growing out of any use which the Company may make or permit to be made of its said tracks and property. As an alternative to changing the location of construction of the facility, the Company may request the Licensee to disconnect said facility during the period of the Company's construction. The costs of any Licensee personnel that the Licensee deems necessary to observe or inspect such construction shall be borne by the Licensee.
6. Licensee agrees that in the construction, maintenance, and use of the facility, it will comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety; and Licensee agrees to indemnify and hold harmless the Company from any and all claims, demands, lawsuit or liability for loss, fines, damage, injury, and death and all expenses and costs, including attorneys' fees, resulting from or arising out of the construction, maintenance, or use of the facility, including any discharge or emission therefrom or for the violation of any law, standard, regulation, or permit requirement relating to environmental pollution or contamination or to occupational health and safety.
7. It is understood and agreed by the Licensee that said facility is subject to and may increase the dangers and hazards of the operation of the railroad of the Company and that this license is subject to all risk thereof. Therefore, the Licensee assumes and agrees to protect, indemnify and save harmless the Company, its officers, agents, employees, invitees and other licensees, from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property whatsoever or injury to or death of any person whomsoever from any cause whatsoever, arising or growing, directly or indirectly (1) out of the construction, installation, maintenance, renewal, existence, use or removal of said facility, (2) out of any defect in said facility or any failure thereof, (3) out of any act or omission of the Licensee, its officials, agents or employees while on or about the right of way or property of the Company or while working on or using said facility, or (4) out of the failure of the Licensee, its officials, agents or employees to abide by or comply with any of the terms or conditions of this license, even though such loss, damage, injury or death may have been caused or contributed to by the operation of the Company's railroad or by the condition of its property. The Licensee will also indemnify and save harmless the Company, from all liability for damages sustained by the Licensee by reason of want or failure at any time of title on the part of the Company to all or any part of the premises upon or across which the facility is located. Notice to or knowledge by the Company of any act or omission by the Licensee which is or might be a breach by the Licensee of any of the terms or conditions of this Agreement to be performed by the Licensee and the acquiescence by the Company in or to such act or omission, shall neither be considered to relieve the Licensee of any obligation assumed by it under this paragraph nor be considered to be a waiver or release by the Company of any rights granted to it under this paragraph. This paragraph shall not apply to damage or injury caused by the willfull misconduct or gross negligence of the Company.

8. The Licensee shall remove all debris, material, false work and the like, caused by or used during the construction, installation or maintenance of said facility, from the right of way and property of the Company in a manner satisfactory to the Company.
9. In order to operate its business, the Company reserves the right to cause the Licensee to relocate the Facility, or any part thereof, at Licensee's cost, to another location along the Company's right-of-way. In the event Licensee fails to cause such relocation within thirty (30) days from receipt of written notice from the Company to do so, or in the event Licensee fails to comply with any other provisions of this Licensee and following written notice to Licensee of the defaulted item, Licensee fails to cure the defaulted item within thirty (30) days from receipt of such notice, or if such relocation or such defaulted item is not reasonably susceptible of being accomplished or cured, as the case may be, within such thirty (30) day period or fails thereafter to diligently prosecute such relocation or cure to completion, then in either such events, the Licensee shall promptly and in the manner directed by said Chief Engineer, remove all construction thereby authorized from the premises of the Company and leave said premises in the same condition in which they were before the installation of the same. Upon default of the Licensee so to do, the Company may remove the same and restore its premises, and Licensee will promptly pay to the Company the cost of so doing.
10. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such waiver.
11. This license is personal to the Licensee, and is not assignable or transferable without the written consent of the Company first obtained; provided, however, that in case of any assignment, passing or transfer of ownership of said facility without the Company's written consent to said assignment, the Licensee and the new user or owner shall both be jointly and severally liable to the Company under all of the terms and conditions hereof and this license shall be deemed a joint license to said parties, revocable forthwith by written notice which the Company at its option may serve upon said parties at any time.
12. The benefits of this license shall accrue to the Company, its successors and assigns. In accepting this license, the Licensee covenants and agrees to perform and to be bound by all of the terms and conditions hereof to be performed by the Licensee, even though the performance thereof may not be required by the Company until after the revocation or termination of this License.
13. All property of whatsoever kind and nature in which the Company has a leasehold interest or which is used by the Company wholly or in part regardless of ownership thereof, shall for the purpose of this agreement be deemed property of the Company and be owned by the Company.
14. In case any of the terms or provisions of this license have been performed or carried out prior to the actual date of execution hereof, it is understood and agreed that this license shall nevertheless be of the same force and effect as though same had been executed by the parties prior to such performance.

15. The Licensee will require all contractors performing work on or adjacent to the Company's right-of-way to furnish to the Company a railroad Protective Liability Insurance Policy written in the name of the railroad company and to carry regular Public Liability and Property Damage Insurance, and having limits of liability not less than the following:

Railroad Protective Liability Insurance

- \$2,000,000 Combined Single Limit Occurrence.
- \$6,000,000 Aggregate Limitation.

General Liability Insurance:  
Personal Injury

- \$ 500,000/Person
- \$1,000,000/Occurrence
- \$ 500,000/Occurrence
- \$1,000,000/Aggregate

Property Damage

Workmen's Compensation:

Employee Injuries  
Employer's Liability

- Statutory
- \$ 100,000

Evidence of said insurance coverage shall be furnished to the Company Engineering Services at 165 N. Canal Street, Chicago, Illinois 60606, for approval and no work shall be performed nor shall the Licensee's contractor be permitted to enter upon the Company's right-of-way until insurance coverage has been approved by the Company.

In Witness Whereof, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at Chicago, Illinois.

ATTEST:

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By: \_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Chief Engineer Construction and Public Works

Pursuant to authority granted by resolution of the \_\_\_\_\_  
of the \_\_\_\_\_, adopted \_\_\_\_\_.

The undersigned, the Licensee mentioned in the foregoing license, hereby accepts the same subject to the terms and conditions therein stated.

ATTEST:

CITY OF EVANSTON

By: \_\_\_\_\_  
City Clerk

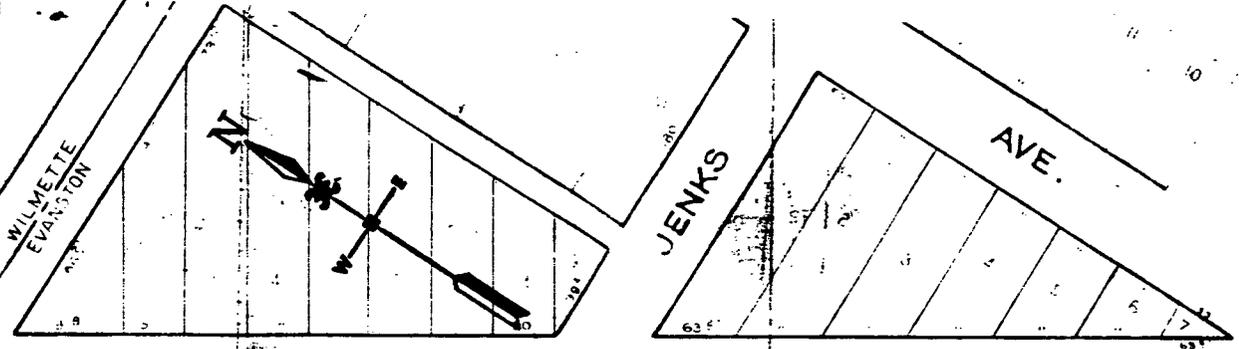
By: \_\_\_\_\_ (Seal)  
City Mayor

**NOTE:**  
 NO MEN OR EQUIPMENT TO BE WORKED CLOSER THAN  
 50 FT FROM CENTERLINE OF NEAREST TRACK  
 WITHOUT TRANSPORTATION COMPANY EMPLOYEE IN  
 CHARGE PRESENT.

NO PUSHFIT TO BE CLOSER THAN 25 FT. FROM  
 CENTERLINE OF NEAREST TRACK.

PIPE TO BE BORED AND JACKED INTO PLACE.

PLAN SCALE 1"=100'

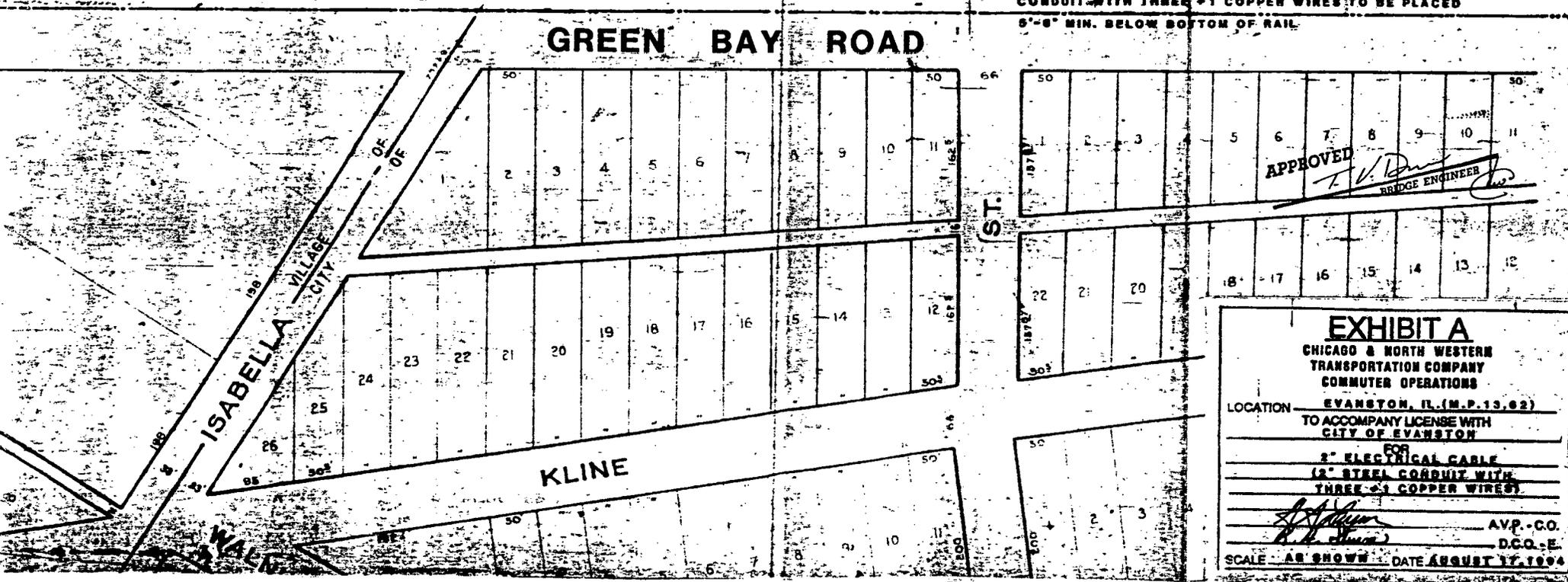


TO KENOSHA

TO CHICAGO

GREEN BAY ROAD

120/240 VOLTAGE ELECTRICAL CABLE IN 2" STEEL  
 CONDUIT WITH THREE #1 COPPER WIRES TO BE PLACED  
 6"-8" MIN. BELOW BOTTOM OF RAIL



APPROVED  
*T. V. [Signature]*  
 BRIDGE ENGINEER

**EXHIBIT A**

CHICAGO & NORTH WESTERN  
 TRANSPORTATION COMPANY  
 COMMUTER OPERATIONS

LOCATION EVANSTON, IL. (M.P. 13.02)

TO ACCOMPANY LICENSE WITH  
 CITY OF EVANSTON

FOR  
 2" ELECTRICAL CABLE  
 (2" STEEL CONDUIT WITH  
 THREE #1 COPPER WIRES)

*[Signature]* AVP.-CO.  
*[Signature]* D.C.O.-E.

SCALE AS SHOWN DATE AUGUST 17, 1994

