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## Agenda Memo

Crest Hill, IL

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<b>Meeting Date:</b>	March 18, 2024
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Digital Sign License Agreement-Caton Farm Rd at Weber

**Summary:** Attached is a License Agreement with Natural Gas Pipeline Company of America LLC (NATURAL) for an easement in the northeast corner of Caton Farm Rd and Weber Rd. Chris Spesia and myself have worked with representatives of the pipeline company on this License Agreement.

The attached are highlights of what is contained in the license agreement:

- Allow the city a license to construct, operate, maintain, repair, replace and/or remove a digital monument sign, landscaping and electrical service connection within the area shown in exhibit B.
- The city cannot install any other items not described above in the area shown in exhibit B.
- The City is responsible for all costs associated with the construction of the digital monument sign, NATURAL will not provide any funds.
- No digging within the easement area until NATURAL is given 48 hours advance notice.
- The city or contractors shall notify Illinois One Call (811) prior to any work beginning.
- For any work within 25 ft of a NATURAL pipeline, the city or its contractors shall cover all costs for an approved third-party damage prevention inspector (NATURAL Representative) for the duration of the project.
- All earth-moving equipment and other heavy equipment working on NATURAL's property must be approved by NATURAL representative.
- No materials, fill, spoiled or other materials shall be stored on their property.
- There cannot be any major grade changes to the area shown in exhibit B without written consent of NATURAL.
- Natural drainage must be maintained and not impede flow to adjacent properties.
- Any items on or under the property shown in exhibit B that are disturbed will be required to be repaired at the City's expense.
- The City shall defend, indemnify and hold harmless NATURAL for any claims due to items within the area defined in exhibit B.

- The city will be required to provide and maintain certain insurance requirements. These requirements were reviewed by the city attorney and the city insurance representative for compliance.
- The License agreement will terminate after a period of 12 consecutive months after the city ceases to use the area described in the agreement. All items will be removed at the city's expense.
- If the city breaches any covenant, condition or other obligations under this license agreement it shall terminate within thirty (30) written notice from NATURAL.
- The city shall be liable for and shall reimburse NATURAL upon demand for all reasonable attorney's fee, costs and expenses incurred by NATURAL in enforcing this agreement.

Questions?

**Recommended Council Action:** Approve the execution of the License Agreement with Natural Gas Pipeline Company of America LLC for an easement in the northeast corner of Caton Farm Rd and Weber Rd.

**Financial Impact:**

**Funding Source:** n/a

**Budgeted Amount:** n/a.

**Cost:** n/a

**Attachments:**

NGPL-Crest Hill License Agmt with Exhibits (CSpesia REVISED EXECUTION VERSION Feb 5 2024).pdf