

RESOLUTION NO. R-2025-62

**A RESOLUTION AUTHORIZING EXECUTION OF A SUPPLEMENTAL AGREEMENT
BETWEEN THE CITY OF WHEATON AND THE UNION PACIFIC RAILROAD
FOR BEAUTIFICATION PURPOSES ALONG RAILROAD RIGHT-OF-WAY**

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

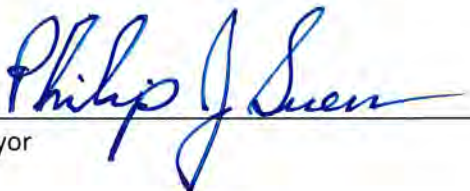
WHEREAS, the Union Pacific Railroad ("UPRR") owns right-of-way ("ROW") through the City, including the downtown; and

WHEREAS, the City and the UPRR entered into a Beautification Lease on October 1, 1997, which allowed the City to use, for beautification purposes, a portion of the UPRR ROW on the south side of the railroad tracks in the downtown; and

WHEREAS, the City and the UPRR have agreed to expand the area on the south side of the railroad tracks to include other City improvements in the UPRR ROW, thereby requiring the parties to enter into a Supplement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, the Supplemental Agreement between the City of Wheaton and the Union Pacific Railroad; and that a copy of that certain Supplemental Agreement is attached hereto and incorporated herein as Exhibit "A".

ADOPTED this 21st day of July 2025.



Mayor

ATTEST:


City Clerk

Roll Call Vote:

Ayes: Councilwoman Robbins
Councilman Weller
Councilwoman Bray-Parker
Councilwoman Brice
Councilman Brown
Mayor Suess
Councilman Clousing

Nays: None
Absent: None
Motion Carried Unanimously

:

Audit: 213791
Project: 0366499

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the 23rd day of July, 2025, between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **WHEATON, CITY OF**, Illinois Municipal Corporation, whose address is 303 W. Wesley Street, Wheaton, Illinois 60187 ("Lessee").

RECITALS:

By instrument dated October 1, 1997, Lessor and Lessee, or their predecessors in interest, entered into an agreement ("Basic Agreement"), identified as Project No. 0366499 at Wheaton, Illinois.

AGREEMENT:

IT IS AGREED between Lessor and Lessee to modify the Basic Agreement as follows:

Article 1. EFFECTIVE DATE.

This Supplemental Agreement is effective July 17, 2025.

Article 2. SUBSTITUTION OF PRINT.

The print dated March 10, 2025, attached as Exhibit 'A', shall be substituted and attached to the Basic Agreement.

Article 3. ADMINISTRATIVE HANDLING CHARGE

- A. Upon execution of this Supplemental Agreement, Lessee shall pay to Lessor an Administrative Handling Charge of Fifty Dollars (\$50.00).

Article 4. AGREEMENT SUPPLEMENT.

- A. Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

UNION PACIFIC RAILROAD COMPANY

WHEATON, CITY OF

DocuSigned by:
By: Jill Bazzell - Stenstrom
4C83A0F97FB2402...
Jill Bazzell-Stenstrom
General Director - Real Estate

By: Philip J. Sues
Printed Name: PHILIP J. SUES
Title: MAYOR



LEGEND:

LEASE AREA

UPRRCO. R/W OUTLINED - - - - -

TOTAL LEASE AREA: 1.56 ACRES +/-

CADD FILENAME	0366499
SCAN FILENAME	AERIAL PRINT

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

WHEATON, DU PAGE COUNTY, IL

M.P. 24.7 - GENEVA SUB.

CNW/IL/V2A/26
SCALE: 1" = 200'
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 3-10-2025
DSK FILE: 0366499

Approved: Insurance Group
Created: 2/10/06
Last Modified: 03/02/2012

EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) 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 "Premises" 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 combined single 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 "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

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

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts**.

D. Pollution Liability insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

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

Other Requirements

F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. 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 Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

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



Project: 0366499

WHEATON, CITY OF
305 W. Westley StreetBox 727
Wheaton, Illinois 60189

RE: Supplemental Agreement for Lease Covering Use of Railroad Property at Wheaton, Illinois

Dear Lessee;

Attached for your permanent record is a fully executed original of the Supplemental Agreement for the above-referenced Lease.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Lessee shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. In any event, you should thoroughly review the terms and conditions of this Lease.

In compliance with the Internal Revenue Service's policy regarding Form 1099, please be advised that 946001323 is Union Pacific Railroad Company's Federal Taxpayer Identification Number and we are doing business as a corporation.

All future insurance notices should be forwarded to:

Dana L Brummund- Real Estate Department
Project: 0366499
Union Pacific Railroad
1400 Douglas St. STOP 1690
Omaha, NE 68179-1690

Sincerely,

DocuSigned by:

Dana Brummund

85463B5C74EE4CE
Dana L Brummund

Sr Mgr Real Estate - Real Estate
(402) 544-8644
dlbrummund@up.com

Certificate Of Completion

Envelope Id: 95EC4A3A-C5FD-481B-8A88-195758080F9E

Status: Completed

Subject: Complete with Docusign: Supplemental Lease - City of Wheaton - Lessee Signed - 07.2025 - 036649...

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

DANA BRUMMUND

AutoNav: Enabled

1400 Douglas St MS910

Envelopeld Stamping: Enabled

Omaha, NE 68179

Time Zone: (UTC-06:00) Central Time (US & Canada)

DLBRUMMUND@UP.COM

IP Address: 198.47.158.210

Record Tracking

Status: Original

Holder: DANA BRUMMUND

Location: DocuSign

7/23/2025 12:39:00 PM

DLBRUMMUND@UP.COM

Signer Events

JILL BAZZELL - STENSTROM

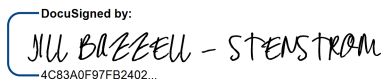
JCBAZZELL@UP.COM

Gen Dir Field Operations East

Union Pacific

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

4C83A0F97FB2402...

Signature Adoption: Pre-selected Style
Using IP Address: 173.229.244.178

Timestamp

Sent: 7/23/2025 12:41:11 PM

Viewed: 7/23/2025 12:46:54 PM

Signed: 7/23/2025 12:47:45 PM

Electronic Record and Signature Disclosure:

Accepted: 5/13/2025 9:53:28 AM

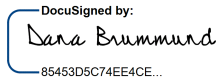
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Dana Brummund

dlbrummund@up.com

Sr Manager Real Estate

Security Level: Email, Account Authentication
(None)

DocuSigned by:

85453D5C74EE4CE...

Signature Adoption: Pre-selected Style
Using IP Address: 198.47.158.210

Sent: 7/23/2025 12:47:47 PM

Viewed: 7/23/2025 12:53:14 PM

Signed: 7/23/2025 12:53:28 PM

Electronic Record and Signature Disclosure:

Accepted: 7/23/2025 12:53:14 PM

ID: 136c875a-bbc7-43e7-a15d-cb29bdeb174c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Dawn Didier

ddidier@wheaton.il.us

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 7/23/2025 12:53:30 PM

Viewed: 7/23/2025 12:54:40 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/23/2025 12:41:11 PM
Certified Delivered	Security Checked	7/23/2025 12:53:14 PM
Signing Complete	Security Checked	7/23/2025 12:53:28 PM
Completed	Security Checked	7/23/2025 12:53:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Union Pacific Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Union Pacific Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 517-2864

To contact us by email send messages to: vondasimmons@upcontractor.up.com

To advise Union Pacific Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at vondasimmons@upcontractor.up.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Union Pacific Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to vondasimmons@upcontractor.up.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Union Pacific Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to vondasimmons@upcontractor.up.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Union Pacific Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Union Pacific Corporation during the course of your relationship with Union Pacific Corporation.