

**AGREEMENT FOR OPERATION AND MAINTENANCE
OF COMMUTER PARKING FACILITY IN THE CITY OF AURORA**

THIS AGREEMENT is entered into as of this _____ day of _____, 2016, by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**Metra**”) and the City of Aurora, an Illinois municipal corporation (“**City**”). Metra and City are hereinafter sometimes individually referred to as a “**Party**” and jointly referred to as the “**Parties**.”

RECITALS

A. Metra owns real estate located north of and adjoining Meridian Lake Drive in Aurora, Illinois, identified by permanent index numbers 07-16-202-008 and -009 and delineated on **Exhibits A-1 and A-2**, attached to and made a part of this Agreement (“**Premises**”).

B. Metra desires to grant to City the right to manage, operate, and maintain Metra’s parking lots #11, 14 and 15, located on Metra owned property and any landscaping on the Premises (“**Parking Facilities**”).

C. The Parties have determined that the management, operation, and maintenance of the Parking Facilities on the Premises are in the best interest of the public and serve a valid public purpose.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby grant to City the right to manage, operate and maintain the Parking Facilities subject to and in accordance with the following terms covenants and conditions:

1. **FEE AND TERM.** City covenants and agrees to pay Metra the sum of Ten Dollars (\$10.00) as a one-time use fee for the Parking Facilities for the Use Term, as herein defined. City's obligations and right to use the Parking Facilities under the terms and provisions of this Agreement shall commence on the day and year first above written or upon written notice from City, with written recognition and acceptance by Metra, of the first day of operation, or another date mutually accepted by the Parties, and shall continue in force and effect for a period of forty (40) years from said date (“**Use Term**”) unless otherwise terminated as provided under the terms and conditions of this Agreement. Metra or the City may at any time terminate this Agreement by giving the other Party one hundred eighty (180) days prior written notice of its intention to so terminate.

2. **PURPOSE OF USE.**

(a) The Parties agree that the purpose of this Agreement is to ensure that the Parking Facilities on the Premises are maintained and operated as Parking Facilities with daily

rates for public parking. City desires to operate and maintain the Parking Facilities pursuant to the terms and conditions of this Agreement.

(b) Parking lot fees set and collected by City shall be standardized for all patrons of the Parking Facilities and City shall under no circumstances discriminate against non-residents of the City in setting parking fees. The Parking Facilities shall be operated as a daily fee parking lot, with spaces available on a first-come, first-served basis. Metra reserves the right, at any time, to review and approve the amount of the parking fees charged by City, which approval shall not be unreasonably withheld provided, however, that any proposed increase is consistent with regional standards for Metra parking lots.

3. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business including endeavors for the convenience of its commuters and the public. City shall not interfere with or infringe upon Metra's or the public's lawful use of the said Premises so reserved. City further agrees that City and City's employees and invitees in and about said Parking Facilities shall be subject to the general rules and regulations of Metra relating to said commuter parking facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

4. **MAINTENANCE, ACCESS, AND RELOCATION.**

(a) City, at its own cost and expense, shall manage the Parking Facilities and shall be responsible for the performance of "**Routine Maintenance**" throughout the Use Term. Routine Maintenance shall include but shall not be limited to snow removal, salting, insurance, lighting and camera upkeep, sealing and patching pavement, re-striping as needed (but, no less than every five years), repairing and replacing parking signage, patrolling, and enforcing posted traffic regulations on the Premises (pursuant to, 625 ICLS 5/11-209), as well as payment of utility expenses associated with the operation of the Parking Facilities on the Premises. City shall also be responsible for capital improvements to the Parking Facilities including but not limited to major rehabilitation, excavation, demolition of structures, new construction, light standard and camera placement or replacement necessitated by damage to a structure.

(b) City shall have the duty to conduct periodic inspections of the Premises for unsafe conditions and must take reasonable precautions to warn of any hazards and prevent injury due to the conditions.

(c) In the event City fails to manage, operate or maintain the Premises and the Parking Facility in accordance with the terms and provisions of this Agreement, Metra may provide, or cause to be provided, such management, operation and maintenance services and City shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of City's receipt of a written demand for payment from Metra.

(d) City, at its own cost and expense, shall be responsible for the “**Standard Maintenance**” of all landscaping on and along the Premises. For purposes of this Agreement, Standard Maintenance shall include without limitation, watering, weeding, mowing, trimming, mulching as dictated by the specific plantings on the Premises and Parking Facilities, and the replacement or removal of dead shrubs and trees pursuant to municipal ordinances regarding landscaping.

(e) Metra reserves the right to relocate the Parking Facilities or any portion thereof, at its own cost and expense, in the vicinity of the Premises with no liability for damages to City's interest in the Parking Facilities resulting from such relocation; provided, however, that Metra shall give City sixty (60) days prior written notice of its intention to relocate the existing Parking Facilities or portion thereof.

5. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

6. **PARKING REVENUES.**

(a) All parking fees or other revenue derived from City's use of the Premises and the Parking Facilities (“**Revenues**”) shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Parking Facilities. The remainder shall be deposited in a capital improvement account, designated specifically for the Parking Facilities or Metra improved facilities to be used for future renovation or rehabilitation of the Parking Facilities. City agrees not to use the revenues from the Parking Facilities or from Metra improved facilities for capital improvements to non-Metra facilities. Upon termination of this Agreement, City shall deliver all remaining revenues, including, without limitation, those on deposit in such capital improvement account, to Metra no later than one hundred eighty (180) days after termination.

(b) City shall establish and maintain adequate accounting records of all Revenues collected and expenses incurred based on generally accepted accounting principles consistent with the manner that City maintains records of its other accounts in order to ensure compliance with this Agreement. City shall permit and shall require its contractors to permit Metra, the Regional Transportation Authority (“**RTA**”), the Northeast Illinois Regional Commuter Railroad Corporation (“**NIRCRC**”) or any other agency authorized to perform such audit and inspection, to inspect all work, material and other data and records with regard to the Revenue collected and to audit the books and accounts of City and its contractors with respect to said Revenues. City shall submit to Metra, by the end of the first quarter of each year, a statement of revenues collected and spent for the operation of the Parking Facilities for the preceding year, and shall make its records available to Metra. Furthermore, City shall immediately notify Metra if the Parking Facilities are to be used in a manner substantially different from that intended by this Agreement. At the option of Metra, Metra and City shall conduct a yearly joint inspection of the Premises and the Parking Facilities to assure compliance with the terms of this Agreement.

7. **LICENSE TO OPERATE.** City shall pay for the cost of any licenses, permits, or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Parking Facilities.

8. **SIGNS.** City shall not post or place any signs on the Premises without having first received Metra's approval of the content, design and location of the sign, which approval shall not be unreasonably withheld, provided, however, that no signs shall be permitted on or about the exterior facade of the Station Facility.

9. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) City shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or City now or hereinafter carried on or covering the Premises, the Parking Facilities or any improvements thereon. City shall manage, operate, maintain, and use the Premises and the Parking Facilities in compliance with the requirements of all local, state, and federal ordinances, laws, rules, and regulations in effect during the Use Term.

(b) Throughout the Use Term, City agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-7093) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on **Exhibit B** attached to and made a part of this Agreement ("**Insurance Requirements**"). To the extent permitted by law, said insurance shall show *The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation*, as additional insureds and shall be endorsed to assume the contractual obligations of City as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) City and its agents shall not permit the existence of any nuisance on the Premises or during the operation of the Parking Facilities; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the City or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises or the Parking Facilities. If, as a result of the City's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the City shall protect, hold harmless, defend and indemnify Metra, the Regional Transportation Authority ("**RTA**") and the Northeast Illinois Regional Commuter Railroad Corporation ("**NIRCRC**") from and against any and all losses,

penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) City and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from City's use or occupancy of the Premises, City will be responsible for all costs associated with its mitigation, cleanup and any related liability. City specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from City's use or occupancy of the Premises.

(e) City's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

(f) During the Use Term, Metra may make commercially reasonable increases in the amount of insurance required by City or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

10. WAIVER AND INDEMNIFICATION.

(a) To the fullest extent permitted by law, the City hereby assumes and agrees to release, acquit and waive any rights which City may have against and forever discharge Metra, RTA and NIRCRC their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the Permitted Activities or rights granted under the terms and provisions of this Agreement or which may occur to or be incurred by the City, its employees, officers, agents and all other persons acting on the City's behalf while on the Premises or any adjoining Metra Property ("Property") or arising from the condition of the Premises or the Property during the term of this Agreement. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

(b) To the fullest extent permitted by law, the City agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in

connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the City, its employees, officers, agents, and all other persons acting on its behalf while on the Premises. Metra agrees to notify the City in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. . The City shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

(c) The indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA or the NIRCRC with respect to any construction work performed by the City or those performing on behalf of or with the authority of the City in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

11. CONTRACTOR INDEMNIFICATION AND INSURANCE.

(a) In all contracts executed by City for maintenance of the Premises and the Parking Facilities (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, City will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees or the failure to perform such work.

(b) City will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees..

12. IMPROVEMENTS. City shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. City shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises and the Parking Facilities to Metra's Director of Real Estate and Contract Management for review and approval (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in section 4 of this Agreement). Metra reserves the right to require

City's contactors to enter into a Right of Entry Agreement prior to commencing work on the Parking Facilities, the Premises, or any other Metra property. Metra further reserves the right to have its employees, agents or independent contractors perform such work set forth in the plans and specifications it approves and City agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors.

13. **LIENS.** City agrees not to suffer or permit any lien of mechanics or materialmen to be placed against any portion of the Premises or Parking Facilities, and in case of any such lien attaching to the Premises or Parking Facilities, City shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days or provide a bond or security acceptable to Metra sufficient to discharge such lien and any interest accrued thereon. It is further agreed by the Parties hereto that City has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of City, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Parking Facilities, and any and all liens and encumbrances created or suffered by City or its tenants shall attach to City's interest only.

14. **TAXES.** City shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises, including but not limited to real estate taxes assessed as a result of City's assignment or license of all or any portion of the Premises to a third party. City shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC, and their directors, employees and agents licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due. Metra represents that the Premises is currently exempt from real estate taxes and Metra shall use its reasonable best efforts not to take any actions during the Use Term that would result in the loss of the tax exempt status of the Premises; provided, however, that nothing in this Agreement shall be construed to prohibit the lease or license of the Premises, or any portion thereof, to a third party as long as such third party is responsible for the payment of all real estate taxes assessed against the leased or licensed premises.

15. **CAUSE FOR BREACH.** If City defaults in any of City's undertakings or obligations of this Agreement and City receives written notice of such default from Metra, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement and City's use of the Premises shall automatically cease and terminate unless such cure period is extended in writing by Metra.

16. **WAIVER OF REMEDIES.** No waiver of any default of City shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from City (a) after any default by City, (b) after the termination of City's use, (c) after the service of any notice or demand, (d) after the commencement of any suit, or (e) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Use Term or affect in any way such notice or suit, as the case may be.

17. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or City's use of the Premises by any manner, means, or contingency whatsoever, City shall, if required by Metra, remove all of City's improvements and/or property from the Premises, fill all excavations that have been made by City and deliver possession of the Premises to Metra in as good a condition as that which existed immediately prior to the commencement of the Use Term, ordinary wear and tear excepted. Should the City fail to perform such removal or restoration, then Metra, at its election, may either remove the City's improvements and property and restore the Premises to its former state at the sole expense of City or may retain the City's improvements and property as Metra's sole property. Should City retain possession or use of the Premises or any part thereof after the termination of City's use by Metra or as otherwise provided for in this Agreement, any such holding over shall not constitute an extension of City's use and City shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA and NIRCRC and their respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this Section 17 do not exclude Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

18. **REENTRY.** If City shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as provided in Section 15 above, or if City's use of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to reenter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession of the Parking Facilities; provided, however, that City shall have the right to remove certain of City's property as hereinabove provided and to use its property in any manner that does not reasonably interfere with Metra's property rights. No termination of City's use shall release the City from any liability or obligation that accrued prior to said termination.

19. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

20. **SALE OR ASSIGNMENT.** Any assignment or transfer of this Agreement or the Premises by City, without the written consent of Metra, its successors and assigns shall be void. Unless specifically released in writing by Metra, City shall remain primarily liable to Metra regardless of Metra's consent to an assignment or sublicense by City. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

21. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by Metra or City at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

- (a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Phone: (312) 322-8006
Fax: (312) 322-7098

- (b) Notices to City shall be sent to:

City of Aurora
44 East Downer Place
Aurora, Illinois 60507-2067
Attn: City Clerk
Phone: (630) 256-3070
Fax: (630) 256-3079

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

22. **USE RESTRICTIONS.** City agrees that none of the Premises and the Parking Facilities will be used, nor will City permit them to be used, for parking within twenty (20) feet of the centerline of any trackage. Any portion of the Premises within twenty (20) feet from the nearest rail of any trackage shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right of way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed by or on behalf of the City occurring within twenty (20) feet of the outer rail of any track will require flagging protection provided by Metra at City's sole cost and expense. City and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

23. **MISCELLANEOUS PROVISIONS.**

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

24. **SEVERABILITY.** Metra and City agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the Parties.

25. **ENTIRE AGREEMENT.** All of the representations and obligations of Metra and City are contained herein. Metra and City agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:**

By: _____
Donald A. Orseno, Executive Director/CEO

CITY OF AURORA:

By: _____

Printed Name

Its: _____



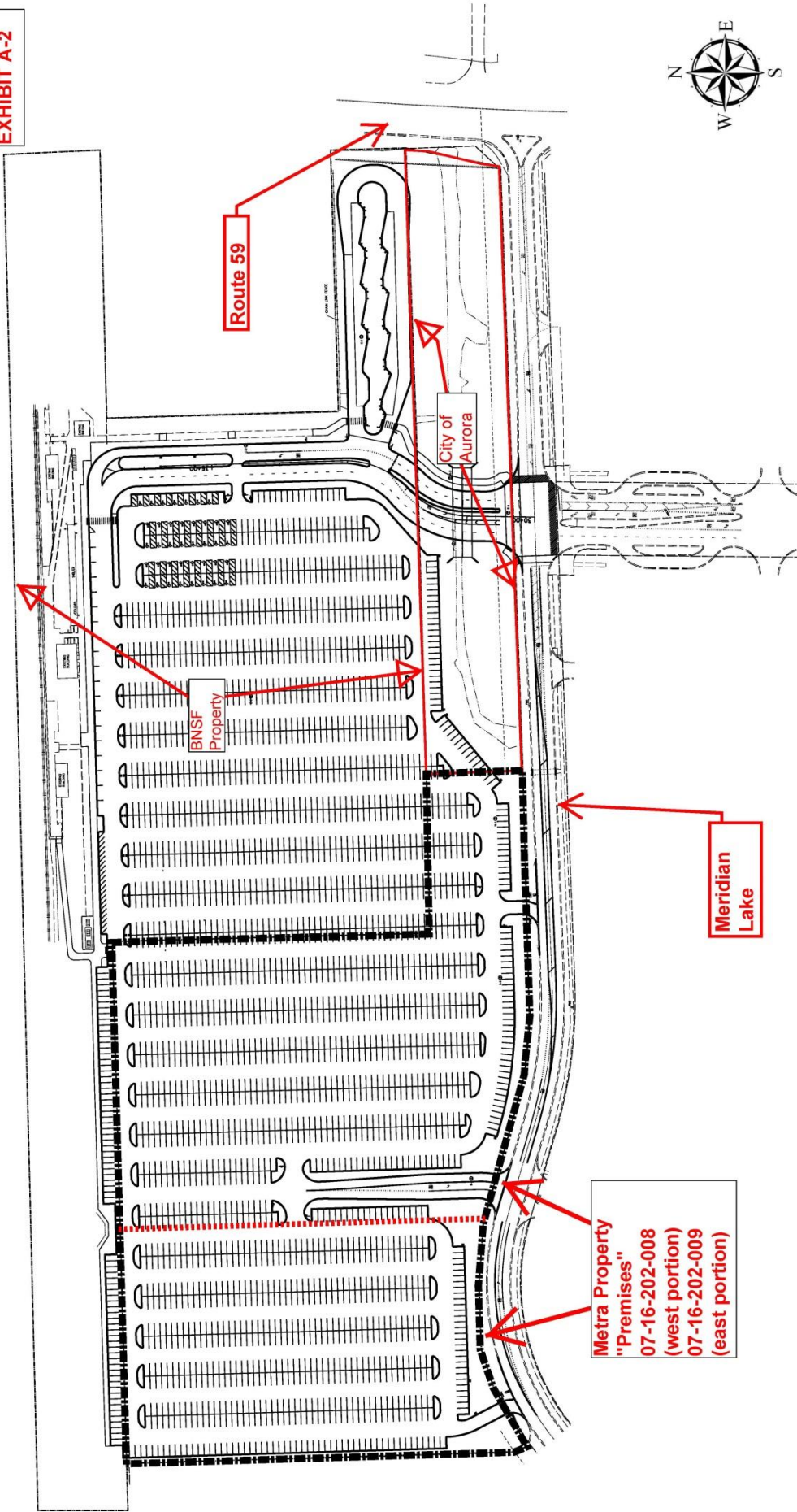


EXHIBIT B
Insurance Requirements

**PARKING FACILITY OPERATION AND MAINTENANCE AGREEMENT
FOR THE CITY OF AURORA**

Commercial General Liability Insurance (ISO Broad Form) of the type that normally provides coverage for general liability, or other liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combines single limits for bodily injury or death to person or persons and property damage per occurrence. The CGL policy shall include the following coverage limits:

Automobile Liability Insurance of the type that normally provides coverage for general liability insurance in a minimum amount of \$1,000,000 per occurrence, combines single limit for bodily injury or death to person or persons and property damage.

Workers Compensation Insurance of the type that normally provides statutory coverage in a minimum amount of \$1,000,000.

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation shall be designated as Additional Insured on said policies.