

COPY

T07-0047

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 1274**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the Illinois State Toll Highway ("Tollway"), the BNSF Railway Company ("Company"), the Village of North Aurora ("Village"), and the State of Illinois, Department of Transportation ("Department" or "IDOT").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through project correspondence regarding the expansion of Interstate 88 ("I-88"), that inquiry should be made into the matter of improving public safety at the South Street and Grant Street highway-rail grade crossings of the Company's track in the Village of North Aurora, Kane County, designated as crossings AAR/DOT #069 683M, railroad milepost 2.43 and AAR/DOT #069 685B, railroad milepost 2.80, respectively; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossings by representatives of the Commission's Transportation Division Railroad Section, Tollway, Company, Village, and IDOT; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossings have been obtained and shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossings upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund ("GCPF") of the Motor Fuel Tax Law ("MFT") be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossings should be completed in conjunction with the widening of Interstate 88 over the Fox River, BNSF Railway, and Illinois Route 25:

DOCKETED

- (a) Relocation of the South Street crossing approximately 100 feet south from under the new I-88 structure, aligning with Mettel Road, by the Tollway. [NOTE: This includes improving the crossing approach grade from a maximum 12% to 8%, and requires lowering Illinois Route 25 and Mettel Road (depicted in Exhibit B)].
- (b) Installation of a new crossing surface at the relocated South Street crossing, by the Company.
- (c) Installation of new automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, and equipped with an event recorder and a remote monitoring system, by the Company.
- (d) Clear trees and brush between Illinois Route 25 and the railroad right-of-way, north of South Street, by the Tollway.
- (e) Installation of traffic signals at the Illinois Route 25 and Grant Street intersection (for construction staging), and interconnect to the Illinois Route 56/25 traffic signal, by the Tollway. Also, interconnect the Illinois Route 25/Grant Street traffic signal to the Grant Street/BNSF crossing warning devices, by the Tollway and BNSF.
- (f) Restrict eastbound left turning movement from relocated South Street to northbound Illinois Route 25, by the Village.

Section 3 With the installation of the construction traffic signal at Grant Street, it is anticipated that South Street will be closed to the public and open only to construction traffic and emergency vehicles while the relocated South Street is constructed. The Tollway will be responsible for acquiring any right of way necessary for the traffic signal. The Tollway and Company may enter into a separate construction access agreement while permanent easements are established for the relocated South Street crossing. Relocated South Street will not be open to the public (except to emergency and construction traffic) until the completion of the Tollway project. The anticipated completion is the Spring of 2009.

Section 4 Upon completion of the South Street relocation, it is anticipated that the traffic signal at the Illinois Route 25 and Grant Street intersection will remain as a permanent span wire installation with jurisdiction, maintenance, and other provisions established via separate agreement by IDOT and the Village.

Section 5 The Company and Tollway have prepared preliminary cost estimates to accomplish the proposed safety improvements, which may be required by Commission Order. The cost estimates are attached and incorporated herein by reference as Exhibits C-1 and C-2.

The Company shall upon a Commission Order, according to the requirements contained therein, prepare and submit duplicate copies of detailed drawings, detailed circuit plans, and any required specifications for the proposed improvements for the approval of the Commission. The Company agrees that an appropriate time for the submission of plans

should be ninety (90) days from the date of a Commission Order approving this Agreement.

The Tollway has prepared detailed plans for the relocation of South Street, and shall upon a Commission Order, according to the requirements contained therein, prepare and submit detailed traffic signal plans for the Illinois Route 25 at Grant Street intersection for the approval of IDOT and Commission Staff. The Tollway agrees that an appropriate time for the submission of the plans should be sixty (60) days from the date of a Commission Order approving this Agreement.

Section 6 The Tollway and Company shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that the crossing surface should be installed within 3 months from the date of a Commission Order approving this Agreement, and an appropriate time for the completion of the other proposed improvements should be twenty four (24) months from the date of a Commission Order approving this Agreement.

Section 7 The parties agree that an equitable division of cost for the proposed improvements is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	VILLAGE	COMPANY	TOLLWAY	IDOT
Relocate South Street, modify approaches, and align with Mettel Road.	\$2,016,285	(17%) \$342,768 ¹	\$0	\$0	(83%) \$1,673,517	\$0
Install New Crossing Surface for relocated South Street.	\$170,736	\$0	\$0	\$0 ²	(100%) \$170,736	\$0
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry at the South Street Crossing.	\$177,453	(100%) \$177,453 ³	\$0	\$0 ⁴	\$0	\$0
Install Temporary Traffic Signal at Illinois Route 25 and Grant Street, and interconnect to the Grant Street/BNSF warning devices.	\$150,000	\$0	\$0	\$0	(100%) \$150,000	\$0
TOTALS	\$2,514,474	\$520,221	\$0	\$0	\$1,994,253	\$0

Notes:

¹ Total Grade Crossing Protection Fund (GCPF) assistance for South Street roadway approach improvements not to exceed \$342,768.

² Company responsible for all future operating and maintenance costs associated with the new crossing surface at South Street.

³ Total Grade Crossing Protection Fund (GCPF) assistance for the installation of automatic warning devices at the South Street crossing not to exceed \$177,453. Any installation costs above the estimated amount of \$177,453 will be assigned to the GCPF, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

⁴ Company responsible for all future operating and maintenance costs associated with the new

Section 8 Special Provisions: The Company and Tollway shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibits D and D1, along with this executed Agreement.

The Company and Tollway shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit D, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company Project Manager.

All bills for work specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The final bill for expenditures from each party shall be clearly marked "Final Bill". The Department shall not obligate any assistance from the Grade Crossing Protection Fund for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the Grade Crossing Protection Fund should be deobligated. Upon completion of the review, the Commission shall notify the Department to deobligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

SECTION 9 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, Company shall assure that sufficient documentation for all bills is made available for review by the Department or the Department's representative. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the railroad account code for the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; number of hours the equipment was used and the railroad account code for the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the railroad account code for the project.
- e) Supervision - Copies of employee work hours charged to the railroad account code for the project.

- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice.
- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.

Section 10 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 10th day of May 2007.



Michael E. Stead
Rail Safety Program Administrator

Attest:



Brian A. Vercruyse
Senior Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement 1274, executed by Commission Staff on May 10, 2007, concerning improvements at the South Street and Grant Street highway-rail grade crossings of the BNSF Railway Company's track in the Village of North Aurora, Kane County, designated as crossings AAR/DOT #069 683M, railroad milepost 2.43 and AAR/DOT #069 685B, railroad milepost 2.80, respectively.

Executed by the Village of North Aurora this 11 day of JUNE
2007.

VILLAGE OF NORTH AURORA

By:



Attest:



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Executed by the BNSF Railway Company this 21st day of MAY 2007.

BNSF RAILWAY COMPANY

By:  _____

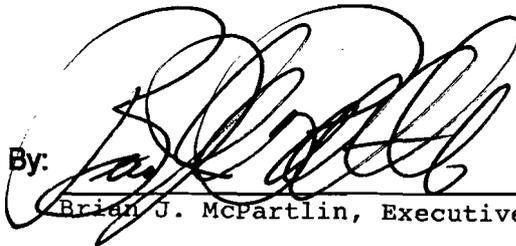
Attest:

 _____

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Executed by the Illinois State Toll Highway this 12th day of June 2007.

ILLINOIS STATE TOLL HIGHWAY

By: 
Brian J. McPartlin, Executive Director

Attest:



Illinois Commerce Commission Stipulated Agreement 1274, executed by Commission Staff on May 10, 2007, concerning improvements at the South Street and Grant Street highway-rail grade crossings of the BNSF Railway Company's track in the Village of North Aurora, Kane County, designated as crossings AAR/DOT #069 683M, railroad milepost 2.43 and AAR/DOT #069 685B, railroad milepost 2.80, respectively.

Executed by the Illinois Department of Transportation this 29th day of May 2007.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By 
Milton R. Sees, Director of Highways/Chief Engineer

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch

RAILROAD	BNSF Railway Company
USDOT#, MILEPOST	069 683B, MP 2.43
STREET, CITY, COUNTY	South Street, in North Aurora, Kane County
JURISDICTION (RDWY)	Village of North Aurora
LOCATION	Commercial/Industrial
STREET SURFACE	Bituminous, 24'

CROSSING DATA: See Location Sketch for roadway profile and track centers

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
1	Timber	24'	Meets 92 IAC 1535

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	Illinois Route 25
TRAFFIC CONTROL	Stop Signs
ADT & SPEED	100 @ 30 MPH (35% Trucks)
TRAFFIC TYPE	Cars, trucks, trailers (passenger, work)
ADVANCE WARNING	No
PAVEMENT MARKING	No

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	4 Per day @ 20 MPH, Day & Night and switching
PASSENGER TRAFFIC	NA
WARNING DEVICES	Automatic Flashing Light Signals/ Bell

NOTES:

VISIBILITY STUDY: See Location Sketch

Train Speed	20	MPH
Roadway Speed	30	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	208	FEET
Along Tracks	191	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	476	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

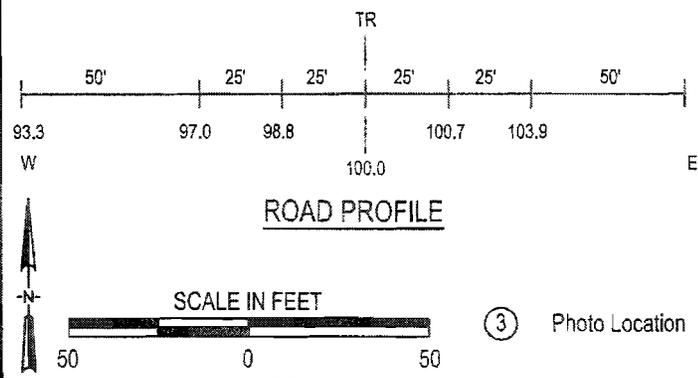
COMMENTS:

See Page 3 for a Location Sketch (Aerial Photo) of the crossing.

Crossing to be relocated per Exhibit B.



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Crossing #: 069683M
 Location: Kane Co., City of North Aurora (In)
 Lat/Long: 41°47'48" / 88°19'05"
 Railroad: BNSF
 Street: South Street
 Railroad Milepost: 2.43
 Crossing Protection: Train Activated Devices