

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 1373**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the Union Pacific Railroad Company ("Company"), the Village of Huntley ("Village" or "Huntley"), and the State of Illinois, Department of Transportation ("Department" or "IDOT").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through Staff of the Rail Safety Section ("Staff") that inquiry should be made into the matter of improving public safety at the Kreutzer Road and Grove Street highway-rail grade crossings of the Company's track located in the Village of Huntley, in McHenry and Kane Counties, designated as crossings AAR/DOT #174 556X, railroad milepost 53.74 and AAR/DOT #174 557E, railroad milepost 54.73, respectively; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; 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-1 and A-2, 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:

- (a) 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 at the Kreutzer Road crossing, by the Company.

- (b) 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 at the Grove Street crossing, by the Company.
- (c) Maintenance of the existing STOP signs at the Kreutzer Road and Grove Street crossings, by the Company.

Section 3 The Company has prepared preliminary cost estimates to accomplish the proposed warning device improvements, which may be required by Commission Order. The cost estimates are attached and incorporated herein by reference as Exhibits B-1 and B-2.

The Company shall upon 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 warning device 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.

Section 4 The Company shall upon Commission 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 an appropriate time for the completion of the proposed improvements should be twelve (12) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that an equitable division of cost for the proposed improvements is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	VILLAGE OF HUNTLEY	COMPANY	IDOT
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry, at the Kreutzer Road crossing	\$204,633	(95%) \$194,401 ¹	(0%) \$0	(5%) Remainder ^{2,3}	\$0
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry, at the Grove Street crossing	\$212,778	(85%) \$180,861 ¹	(10%) \$21,278	(5%) Remainder ^{2,3}	\$0
TOTALS	\$417,411	\$375,262	\$21,278	\$20,871	\$0

Notes:

- ¹ Total Grade Crossing Protection Fund (GCPF) assistance for then installation of automatic warning devices at the Kreutzer Road and Grove Street crossings not to exceed \$375,262; any installation costs above the estimated amount of \$417,411 will be divided between the GCPF and the Company in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.
- ² Company is responsible for all future operating and maintenance costs associated with the automatic warning devices.
- ³ Company responsible for all maintenance costs associated with the existing/temporary STOP signs prior to installation of the active warning devices.

Section 6 The Village of Huntley's land use plan includes increased residential development near the Kreutzer Road crossing. It is anticipated that when this development progresses, the subject crossing will be relocated as depicted in Exhibit C. The general roadway plan has been reviewed and approved by Staff and the Company. The Company has also designed the warning devices to possibly allow for the re-use of the bungalow (railroad control house) with the realignment and relocation of the Kreutzer Road crossing. If the Kreutzer Road realignment advances more rapidly, the Village will coordinate with the Company and Staff as to schedule and options to minimize duplication of work.

The Village is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached and incorporated herein by reference as Exhibit D.

Section 7 Special Provisions: The Company shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibit E, along with this executed Agreement.

The Company 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 E, 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 S. Dirksen Parkway, Springfield, IL 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 8 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 9 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.

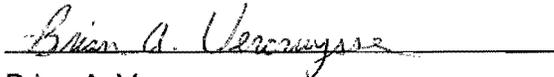
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 12th day of November 2008.



Michael E. Stead
Rail Safety Program Administrator

Attest:



Brian A. Vercruysse
Senior Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement 1373, executed by Commission Staff on November 12, 2008, concerning improvements at the Kreuzer Road and Grove Street highway-rail grade crossings of the Union Pacific Railroad Company's track located in the Village of Huntley, in McHenry and Kane Counties, designated as crossings AAR/DOT #174 556X, railroad milepost 53.74 and AAR/DOT #174 557E, railroad milepost 54.73, respectively.

Executed by the Village of Huntley this 18 day of December 2008.

VILLAGE OF HUNTLEY

By: *Barbara Hae*



Attest:

Rita M. Mahan

Illinois Commerce Commission Stipulated Agreement 1373, executed by Commission Staff on November 12, 2008, concerning improvements at the Kreuzer Road and Grove Street highway-rail grade crossings of the Union Pacific Railroad Company's track located in the Village of Huntley, in McHenry and Kane Counties, designated as crossings AAR/DOT #174 556X, railroad milepost 53.74 and AAR/DOT #174 557E, railroad milepost 54.73, respectively.

Executed by the Illinois Department of Transportation this 9th day of January 2009

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Christine M. Reed_{DWL}
Director of Highways

Illinois Commerce Commission Stipulated Agreement 1373, executed by Commission Staff on November 12, 2008, concerning improvements at the Kreuzer Road and Grove Street highway-rail grade crossings of the Union Pacific Railroad Company's track located in the Village of Huntley, in McHenry and Kane Counties, designated as crossings AAR/DOT #174 556X, railroad milepost 53.74 and AAR/DOT #174 557E, railroad milepost 54.73, respectively.

Executed by the Union Pacific Railroad Company this 18th day of April 2009.

UNION PACIFIC RAILROAD COMPANY

By: John J. Havanec
AVP ENGINEERING

Attest:

C. W. Taylor

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

GENERAL INFORMATION: See Location Sketch

RAILROAD	Union Pacific Railroad Company
USDOT#, MILEPOST	174 556X, MP 53.74
STREET, CITY, COUNTY	Kreutzer Road, near Huntley, Kane Co.
JURISDICTION (RDWY)	Rutland Township (600')
LOCATION	Residential, Agriculture, Industrial
STREET SURFACE	Bituminous, 30', Good Condition

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

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
1	Rubber Panel	24'	Good

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	NA
TRAFFIC CONTROL	NA
ADT & SPEED	5500 @ 30 MPH (5%Trucks)
TRAFFIC TYPE	Cars, trucks, trailers (passenger, work, truck)
ADVANCE WARNING	Yes
PAVEMENT MARKING	Yes

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	4 Per day @ 40 MPH Day & Night
PASSENGER TRAFFIC	NA
WARNING DEVICES	Crossbucks with STOP Signs

NOTES:

VISIBILITY STUDY: See Location Sketch

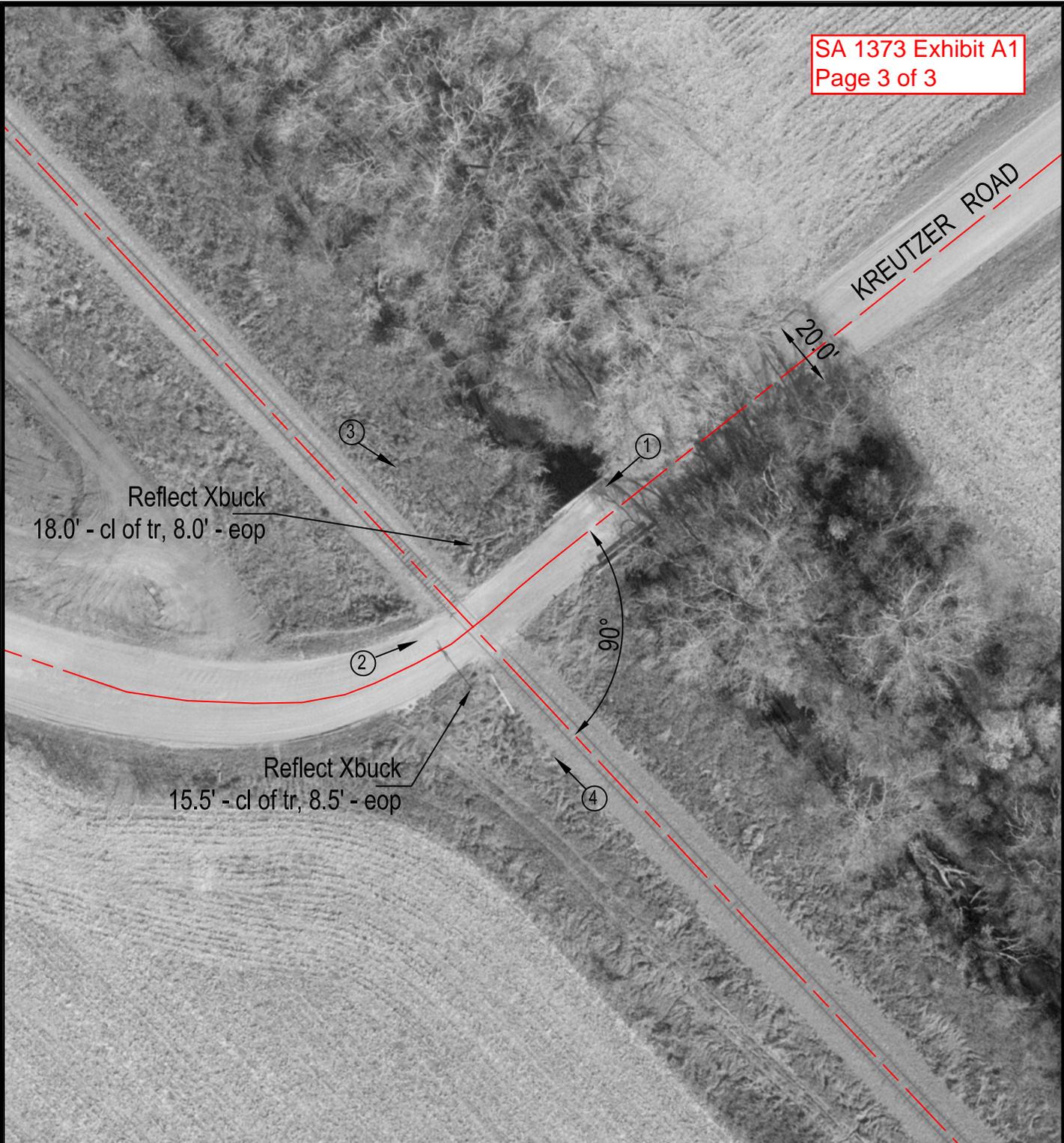
Train Speed	40	MPH
Roadway Speed	30	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	208	FEET
Along Tracks	382	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	951	FEET

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

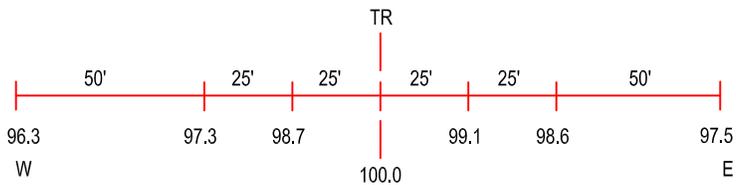
COMMENTS:

Crossing Meets Profile Requirements

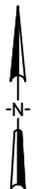
See Page 3 for a Location Sketch (Aerial Photo) of the crossing.



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ROAD PROFILE



③ Photo Location

Crossing #: 174556X
 Location: Kane Co., City of Huntley (Near)
 Lat/Long: 42°09'10" / 88°24'39"
 Railroad: UP
 Street: Kreutzer Road
 Railroad Milepost: 53.71
 Crossing Protection: Sign

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

GENERAL INFORMATION: See Location Sketch

RAILROAD	Union Pacific Railroad Company
USDOT#, MILEPOST	
STREET, CITY, COUNTY	Grove Street, in Huntley, McHenry Co.
JURISDICTION (RDWY)	Village
LOCATION	Residential and Industrial
STREET SURFACE	Bituminous, 24', Good Condition

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

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
1	Rubber Panel	28'	Good

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	NA
TRAFFIC CONTROL	NA
ADT & SPEED	1500 @ 30 MPH (5%Trucks)
TRAFFIC TYPE	Cars, trucks, trailers (passenger, work, truck)
ADVANCE WARNING	Yes
PAVEMENT MARKING	Yes

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	4 to 5 Per day @ 45 MPH Day & Night
PASSENGER TRAFFIC	NA
WARNING DEVICES	Crossbucks with STOP Signs

NOTES:

VISIBILITY STUDY: See Location Sketch

Train Speed	40	MPH
Roadway Speed	30	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	208	FEET
Along Tracks	382	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	951	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:

Crossing Meets Profile Requirements

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