

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 1239**

710-0089

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), Union Pacific Railroad Company ("Company"), the Champaign County Highway Department ("County"), Compromise Township Road District ("Compromise Township") and the State of Illinois, Department of Transportation ("Department" or "IDOT").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through application for assistance from the Grade Crossing Protection Fund that inquiry should be made into the matter of improving public safety at the Penfield Road (**AAR/DOT #166 933N; railroad milepost 116.66-CC**), 2500N (**AAR/DOT #166 934V; railroad milepost 116.49-CC**), 2600N (**AAR/DOT #166 935C; railroad milepost 115.33-CC**), 2700N (**AAR/DOT #166 936J; railroad milepost 114.20-CC**), and 070E (**AAR/DOT #166 937R; railroad milepost 114.15-CC**) highway-rail grade crossings of the Union Pacific Railroad Company's track, located near Royal and Rankin, Champaign and Vermillion Counties; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossings 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 volumes, and sight distances and other pertinent data relating to the crossings has been obtained and shown on Exhibits A, A1, A2, A3 and A4, 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.

DOCKETED

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossings should be:

Penfield Road
(AAR/DOT #166 933N)

- (a) Installation of automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, by the Company.

2500N
(AAR/DOT #166 934V)

- (a) Installation of automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, by the Company.
- (b) Installation of temporary STOP signs at the 2500N crossing within 30 days of a Commission Order for the installation of new automatic warning devices, by the Company.
- (c) Reconstruction of the existing highway approach grades to meet the minimum requirements of 92 Ill. Adm. Code 1535, by Compromise Township.
- (d) Installation of an Advance Warning sign on the east side highway approach to the crossing as required by Ill. Adm. Code 1535.310, by Compromise Township.

2600N
(AAR/DOT #166 935C)

- (a) Installation of automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, by the Company.
- (b) Installation of temporary STOP signs at the 2600N crossing within 30 days of a Commission Order for the installation of new automatic warning devices, by the Company.
- (c) Reconstruction of the existing highway approach grades to meet the minimum requirements of 92 Ill. Adm. Code 1535, by Compromise Township.
- (d) Installation of an Advance Warning sign on the west side highway approach to the crossing as required by Ill. Adm. Code 1535.310, by Compromise Township.

2700N

(AAR/DOT #166 936J)

- (a) Installation of automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, by the Company.
- (b) Installation of temporary STOP signs at the 2700N crossing within 30 days of a Commission Order for the installation of new automatic warning devices, by the Company.
- (c) Reconstruction of the existing highway approach grades to meet the minimum requirements of 92 Ill. Adm. Code 1535, by the Compromise Township Road District.
- (d) Construction of a connecting road, as outlined in Exhibit C2 attached hereto, by the Compromise Township Road District.

070E

(AAR/DOT #166 937R)

- (a) Vacation of the 070E roadway adjacent to the existing 070E highway-rail grade crossing of the Company's track, by Compromise Township Road District, contingent on the completion of the connecting road.
- (b) Close, abolish, install barricades and remove old crossing surface and warning devices at the 070E crossing, by the Company, contingent on the completion of the connecting road.

Section 3 The Company has prepared detailed drawings, circuit plans, required specifications and preliminary cost estimates to accomplish the proposed safety improvements, which may be required by Commission Order. The drawings, circuit plans, specifications, and cost estimates are attached and incorporated herein by reference as Exhibits B, B1, B2 and B3.

The County has prepared preliminary plans and estimates on behalf of Compromise Township, to accomplish the proposed approach grade improvements and connecting road, which may be required by Commission Order. The drawings, specifications, and cost estimates are attached and incorporated herein by reference as Exhibits C, C1 and C2.

Compromise Township shall pass a local ordinance vacating 070E adjacent to the existing grade crossing, with a stipulation that final vacation of the roadway shall not take place until a Commission Order has been issued. Compromise Township shall notify the Company when it has passed the ordinance to vacate the roadway. Following passage of the local vacation ordinance, and the complete installation of the proposed warning devices and connecting road at 2700N, the Company shall erect temporary barricades to prevent vehicular access to the 070E crossing. The temporary barricades shall be erected by the Company within three (3) business days from the date the vacation ordinance was passed by Compromise Township or the 2700N warning devices are activated and connecting road open to traffic, whichever comes later. The Company will be responsible for all costs to erect and maintain the temporary barricades.

The Company shall install temporary STOP signs at the 2500N, 2600N and 2700N crossings within thirty (30) days from receipt of a Commission Order. The Company will be responsible for all costs associated with installation and maintenance of the temporary STOP signs. The STOP signs shall remain in place until the automatic flashing light signal and gates are installed and operational.

The Company and Compromise Township shall provide all parties with written notice that the automatic flashing light signal and gate installation and the highway approach reconstruction and connecting road work has been completed within five (5) days of their respective completion. Notice may be provided by regular mail, electronic mail, or facsimile.

Within fifteen (15) business days after the removal of the crossing surface and warning devices, Compromise Township shall install permanent barricades, conforming to the requirements of 92 Ill. Adm. Code 1535.701 and the MUTCD as specified in Section 2 above, at the Company's R.O.W. line. Following completion of this work, Compromise Township shall submit written notice to all parties. The permanent barricades are to be maintained by Compromise Township.

Section 4 The Company and Road District 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 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	COMPROMISE TOWNSHIP	COMPANY
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry at the Penfield Rd, 2500N, 2600N and 2700N crossings.	\$873,269	90% \$785,942 ¹	\$0	10% \$87,327 ²
Remove Existing Crossing Surface, and Warning Devices at the 070E crossing.	No Estimate Required	\$0	\$0	100% ³
<u>Install Permanent Barricades at the 070E crossing.</u>	<u>\$5,000</u>	<u>\$0</u>	<u>100%³</u>	<u>\$5,000³</u>
Install Temporary STOP Signs at the Penfield Rd, 2500N, 2600N and 2700N crossings.	No Estimate Required	\$0	\$0	100% ⁴
Reconstruct Existing Highway Approaches and Construct Connecting Road.	\$153,560	\$153,560 ⁵	\$0	\$0
Install Advance Warning signs at the 2500N and 2600N crossings.	No Estimate Required	\$0	100% ⁶	\$0
Vacate 070E by Local Ordinance.	No Estimate Required	\$0	100%	\$0
TOTALS	\$1,526,829	\$939,502	\$0	\$92,327

Notes:

- ¹ Total Grade Crossing Protection Fund (GCPF) assistance not to exceed \$785,942; any installation costs above the estimated amount of \$873,269 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 responsible for all future operating and maintenance costs associated with the new automatic warning devices.
- ³ Compromise Township responsible for all future operating and maintenance costs associated with the permanent barricades. The Company shall make a \$5,000 payment to Compromise Township for the installation cost of the permanent barricades.
- ⁴ Company responsible for all future maintenance costs associated with the temporary STOP signs, if ordered.
- ⁵ Total Grade Crossing Protection Fund (GCPF) assistance for reconstruction of the highway approach grades and construction of the connecting road not to exceed \$153,560; any highway approach grade improvements and construction of the connecting road costs above the estimated amount of \$153,560 will be considered for payment by the GCPF, upon submittal and review of evidence to support the additional cost and subject to the approval of the Commission.
- ⁶ Compromise Township responsible for all future maintenance costs associated with the new Advance Warning signs.

Section 6 Compromise Township is not financially able to bear an equitable portion of the cost for the proposed improvements, has requested relief from said costs, and has submitted documentation attesting to the Road District's inability to pay, attached and incorporated herein by reference as Exhibit D.

Champaign County Highway Department is not required to bear any portion of the cost for the proposed improvements.

Section 7 Special Provisions: Since the highway approach grade and connecting road work will be performed by the Compromise Township Road District, railroad flagging and railroad protective liability insurance will be required for said work.

The Company and Compromise Township shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibits E and E1, along with this executed Agreement.

The Company and Compromise Township 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 Exhibits E and E1, 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 and Township Project Manager.

All bills for highway approach grade improvement work specified in Section 2 authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Department's District 5 Office, located at 13473 Illinois Highway 133, P.O. Box 610, Paris, IL 61944, Attn: David Speicher, Local Roads Engineer. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The Department shall not obligate any funds 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, Orders or any Supplemental Order(s) issued for this project, notify the Department to de-obligate all residual GCPF assistance accountable for this project. Notification may be by regular mail, electronic mail, fax, or phone.

All bills for warning device improvement 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, notify the Department to de-obligate all residual funds accountable 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, the 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.

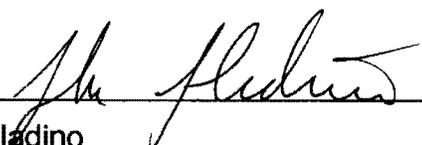
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 11th day of February 2009.



Michael E. Stead
Rail Safety Program Administrator

Attest:



John Saladino
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement 1239, executed by Commission Staff on February 9, 2009, concerning improvements at the Penfield Road, 2500N, 2600N, 2700N and 070E highway-rail grade crossings of Union Pacific Railroad Company's track, near Royal and Rankin, Champaign and Vermillion Counties, designated as crossings AAR/DOT #166 933N, railroad milepost 116.66-CC, AAR/DOT #166 934V, railroad milepost 116.49-CC, AAR/DOT #166 935C, railroad milepost 115.33-CC, AAR/DOT #166 936J, railroad milepost 114.20-CC and AAR/DOT #166 937R, railroad milepost 114.15-CC, respectively

Executed by the Illinois Department of Transportation this 23rd day of March 2009.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Christine M. Reed
Christine M. Reed, Director of Highways / Chief Engineer

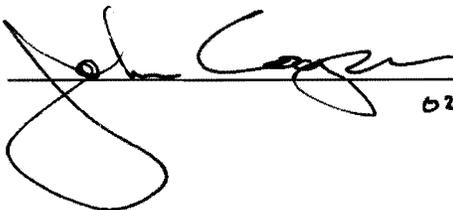
Illinois Commerce Commission Stipulated Agreement 1239, executed by Commission Staff on February 9, 2009, concerning improvements at the Penfield Road, 2500N, 2600N, 2700N and 070E highway-rail grade crossings of Union Pacific Railroad Company's track, near Royal and Rankin, Champaign and Vermillion Counties, designated as crossings AAR/DOT #166 933N, railroad milepost 116.66-CC, AAR/DOT #166 934V, railroad milepost 116.49-CC, AAR/DOT #166 935C, railroad milepost 115.33-CC, AAR/DOT #166 936J, railroad milepost 114.20-CC and AAR/DOT #166 937R, railroad milepost 114.15-CC, respectively

Executed by Champaign County Highway Department this 10 day of February 2009.

CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

By: 

Attest:


02/10/09

Illinois Commerce Commission Stipulated Agreement 1239, executed by Commission Staff on February 9, 2009, concerning improvements at the Penfield Road, 2500N, 2600N, 2700N and 070E highway-rail grade crossings of Union Pacific Railroad Company's track, near Royal and Rankin, Champaign and Vermillion Counties, designated as crossings AAR/DOT #166 933N, railroad milepost 116.66-CC, AAR/DOT #166 934V, railroad milepost 116.49-CC, AAR/DOT #166 935C, railroad milepost 115.33-CC, AAR/DOT #166 936J, railroad milepost 114.20-CC and AAR/DOT #166 937R, railroad milepost 114.15-CC, respectively.

Executed by Compromise Township Road District this 10th day of October 2009.

COMPROMISE TOWNSHIP ROAD DISTRICT

By: Marvin J. Johnson

Attest:

Jeff Blum

Illinois Commerce Commission Stipulated Agreement 1239, executed by Commission Staff on February 9, 2009, concerning improvements at the Penfield Road, 2500N, 2600N, 2700N and 070E highway-rail grade crossings of Union Pacific Railroad Company's track, near Royal and Rankin, Champaign and Vermillion Counties, designated as crossings AAR/DOT #166 933N, railroad milepost 116.66-CC, AAR/DOT #166 934V, railroad milepost 116.49-CC, AAR/DOT #166 935C, railroad milepost 115.33-CC, AAR/DOT #166 936J, railroad milepost 114.20-CC and AAR/DOT #166 937R, railroad milepost 114.15-CC, respectively

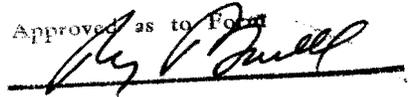
Executed by Union Pacific Railroad Company this 18 day of MAY 2010.

UNION PACIFIC RAILROAD COMPANY

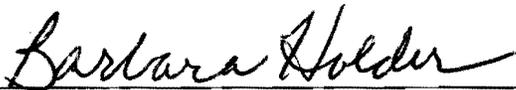
By:


AVP ENGINEERING

Approved as to Form



Attest:



Barbara Holder
Assistant Secretary

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

GENERAL INFORMATION: See Location Sketch

RAILROAD	Union Pacific Railroad Company
USDOT#, MILEPOST	166 933N, MP 116.60-CC
STREET, CITY, COUNTY	Penfield Rd., near Royal, Champaign County
JURISDICTION (RDWY)	Champaign County
LOCATION	Rural
STREET SURFACE	22' Asphalt, Good condition

CROSSING DATA: Also see Location Sketch (Page 3) for roadway profile and track centers.

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
SE-NW	Concrete Panels	70'	Good

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	None
TRAFFIC CONTROL	None
ADT & SPEED	950 ADT@ 55 mph unposted
TRAFFIC TYPE	Passenger, School buses, Hazardous Materials all possible
ADVANCE WARNING	Yes
PAVEMENT MARKING	Yes

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	20 Per day @ 60 mph, Day & Night - Yes
PASSENGER TRAFFIC	None
WARNING DEVICES	AFLS

NOTES:

VISIBILITY STUDY: See Location Sketch

Train Speed	60	MPH
Roadway Speed	55	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	518	FEET
Along Tracks	647	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	1441	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.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	*	Ok	*	Crops
NW	*	Ok	*	Crops
SE	*	Ok	*	Building
SW	*	Ok	*	House

*Note: Automatic flashing light signals and gates (AFLS&G) eliminate the need to satisfy minimum Site Distance criteria.

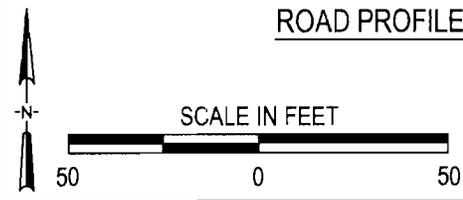
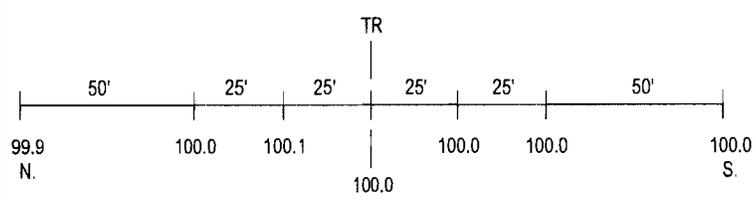
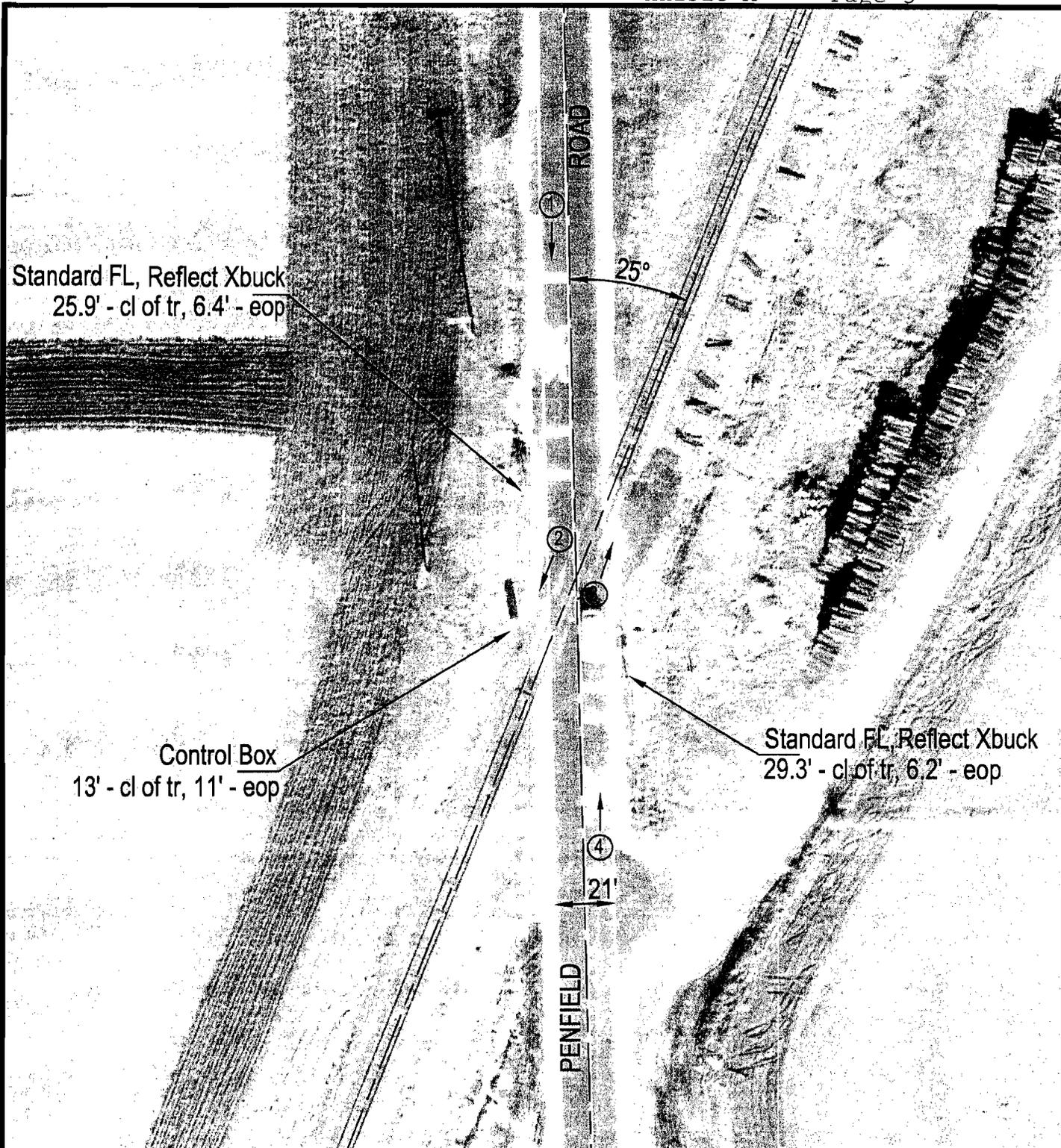
APPROACH GRADES: See Location Sketch

DIRECTION/North			DIRECTION/South		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
See page 3					

Distance measured from outermost rail.

COMMENTS:

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



③ Photo Location

Crossing #: 166933N
 Location: Champaign Co., City of Royal (N)
 Lat/Long: 40°14'14" / 87°56'54"
 Railroad: UP
 Street: Penfield Road
 Railroad Milepost: 116.60
 Crossing Protection: Train Activated Devices