

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 1710**

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 City of Highland Park (City), and the State of Illinois, Department of Transportation (Department or IDOT).

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through correspondence that inquiry should be made into the matter of improving public safety at the three highway-rail grade crossings of the Company's tracks on the Milwaukee Subdivision in Highland Park, Lake County, designated as follows:

AAR/DOT Number	Railroad Milepost	Crossing Name
176824M	24.62	Park Avenue West
176826B	23.68	Old Deerfield Road
176827H	22.39	Clavey Road

WHEREAS, proper investigation has been made of the circumstances surrounding the proposed improvements at the subject crossings by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including train movements, vehicular traffic volumes, pedestrian generators, and other pertinent data relating to the crossings have been obtained and shown on Exhibits A1 through A3, 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 improvement items are in the interest of public safety at the aforesaid crossings:

- (a) Installation of pedestrian gates at the Park Avenue West, Old Deerfield Road, and Clavey Road crossings, by the Company.
- (b) Repair of any damaged concrete sidewalk and installation of ADA truncated domes on the approaches to the Park Avenue West, Old Deerfield Road, and Clavey Road crossings, by the City. The ADA truncated domes will be installed in advance of the pedestrian gates, in adherence to the Access Board's Public Rights-of-Way Guidelines
- (c) Reconstruction of the driveway apron, sidewalk, and driveway leading to the Company's access gate in the southeast quadrant of the Clavey Road crossing. The concrete work will be completed by the City, or its assigned contractor, with the costs reimbursed by the Company.

Section 3 The Company has prepared preliminary cost estimates for the installation of pedestrian gates at the aforesaid crossings. Such improvements will be covered by Commission Order in this matter. The cost estimates are attached and incorporated herein by reference as Exhibit B. The City has prepared a cost estimate for the concrete work associated with the driveway near the Clavey Road crossing attached as Exhibit B-1.

Section 4 The Company and City shall upon Commission Order, according to the requirements contained therein, proceed toward the design and installation of pedestrian warning devices and accommodations at the above noted grade crossings, accomplishing the work with Company and City 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	CITY	COMPANY
Installation of Pedestrian Gates at the Park Avenue West crossing	\$103,191	50% \$51,596	50% \$51,595 ²	\$0 ²
Installation of Pedestrian Gates at the Old Deerfield Road crossing	\$97,560	50% \$48,780	50% \$48,780 ²	\$0 ²
Installation of an additional Pedestrian Gate at the Clavey Road crossing	\$56,676	50% \$28,338	50% \$28,338 ²	\$0 ²
Repair of any damaged concrete sidewalk and installation of ADA truncated domes on the approaches to the Park Avenue West, Old Deerfield Road, and Clavey Road crossings	No Estimate Required	0%	100%	0%
Reconstruction of the driveway apron, sidewalk, and driveway leading to the Company's access gate in the southeast quadrant of the Clavey Road crossing.	No Estimate Required	0%	0%	100%
TOTALS	\$257,427	\$128,714¹	\$128,713¹	-

Notes:

1. Total GCPF assistance for pedestrian gates not to exceed \$128,713; Total City assistance for pedestrian gate installations not to exceed \$128,713; any installation costs above the estimated amount of \$257,427 will be divided 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. The Company shall be responsible for routine maintenance associated with the pedestrian gates, and the City shall be responsible for all repair costs associated with any damage or vandalism to the pedestrian gates.

Section 6 The City is financially able and willing to pay an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution incorporated herein by reference as Exhibit C. The City shall submit a certified copy of the Resolution at the same time as the Execution Page of this Agreement is submitted to the Commission.

Section 7 Special Provisions: The Company shall be responsible for routine maintenance associated with the pedestrian gates, and the City shall be responsible for all repair costs associated with any damage or vandalism to the pedestrian gates.

The Company shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibit D, along with this executed Agreement.

The Company shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project, 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 numbers and railroad mileposts), 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 GCPF shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Room 205, Springfield, IL 62764 (See Exhibit D, page 2). All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

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 or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF 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 GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate 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, the Company shall assure that sufficient documentation for all bills is made available for review to 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 and/or highway 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 and/or highway 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 and/or highway account code for the project.
- e) Supervision - Copies of employee work hours charged to the railroad and/or highway 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, as applicable.
- 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.

Reimbursement of labor additives will be for the most current audited and Federal Highway Administration approved company rates that have been entered into the Company billing system, as of the date of an invoice, for application to invoices for this project covered by this Agreement. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

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 6th day of February 2013.

Michael E. Stead ^{SN}

Michael E. Stead
Rail Safety Program Administrator

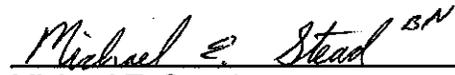
Attest:

Brian Vercruysse

Brian Vercruysse
Senior Rail Safety Specialist

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Executed by the Commission this 6th day of February, 2013.



Michael E. Stead
Rail Safety Program Administrator

Attest:



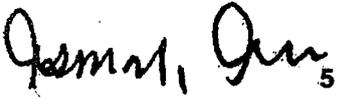
Brian Vercruysse
Senior Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement 1710, executed by Commission Staff on February 6, 2013, concerning improving public safety at the three highway-rail grade crossings of the Company's tracks in Highland Park, Lake County, designated as follows:

AAR/DOT Number	Railroad Milepost	Crossing Name
176824M	24.62	Park Avenue West
176826B	23.68	Old Deerfield Road
176827H	22.39	Clavey Road

Executed by the Illinois Department of Transportation this 5th day of March 2013.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: 
Director of Highways

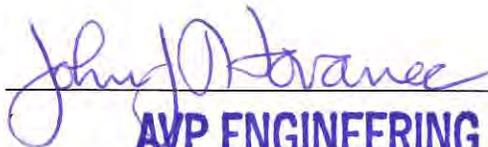
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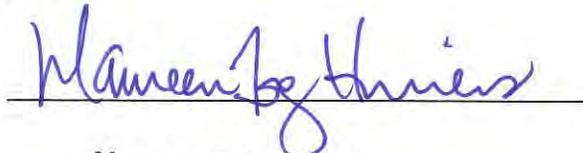
Executed by the Union Pacific Railroad Company this 7th day of May 2013.

UNION PACIFIC RAILROAD COMPANY

By:


AVP ENGINEERING

Attest:



Maureen Fong Hinners
Assistant Secretary

Illinois Commerce Commission Stipulated Agreement 1710, executed by Commission Staff on February 6, 2013, concerning improving public safety at the three highway-rail grade crossings of the Company's tracks in Highland Park, Lake County, designated as follows:

AAR/DOT Number	Railroad Milepost	Crossing Name
176824M	24.62	Park Avenue West
176826B	23.68	Old Deerfield Road
176827H	22.39	Clavey Road

Executed by the City of Highland Park this 30th day of August 2013.

CITY OF HIGHLAND PARK

By: David W. Krum 7.30.13

Attest:

Glinda Clark

APPROVED AS TO FORM ONLY
IT
CORPORATION COUNSEL

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

GENERAL INFORMATION: See Location Sketch

RAILROAD	Union Pacific Railroad Company (UP)
USDOT#, MILEPOST	176 824M, 24.62 Milwaukee Sub
STREET, CITY, COUNTY	Park Avenue West, in City of Highland Park, Lake County
JURISDICTION (RDWY)	City
LOCATION	Urban, Commercial
STREET SURFACE	Bituminous; 48' wide / 5' wide Concrete Sidewalk

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

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
Main (N-S)	Concrete	82 feet	OK
Main (N-S)	Concrete	82 feet	OK

ROADWAY DATA: See Location Sketch

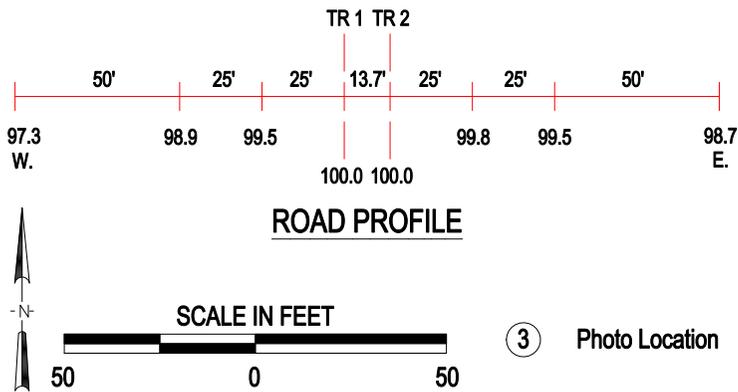
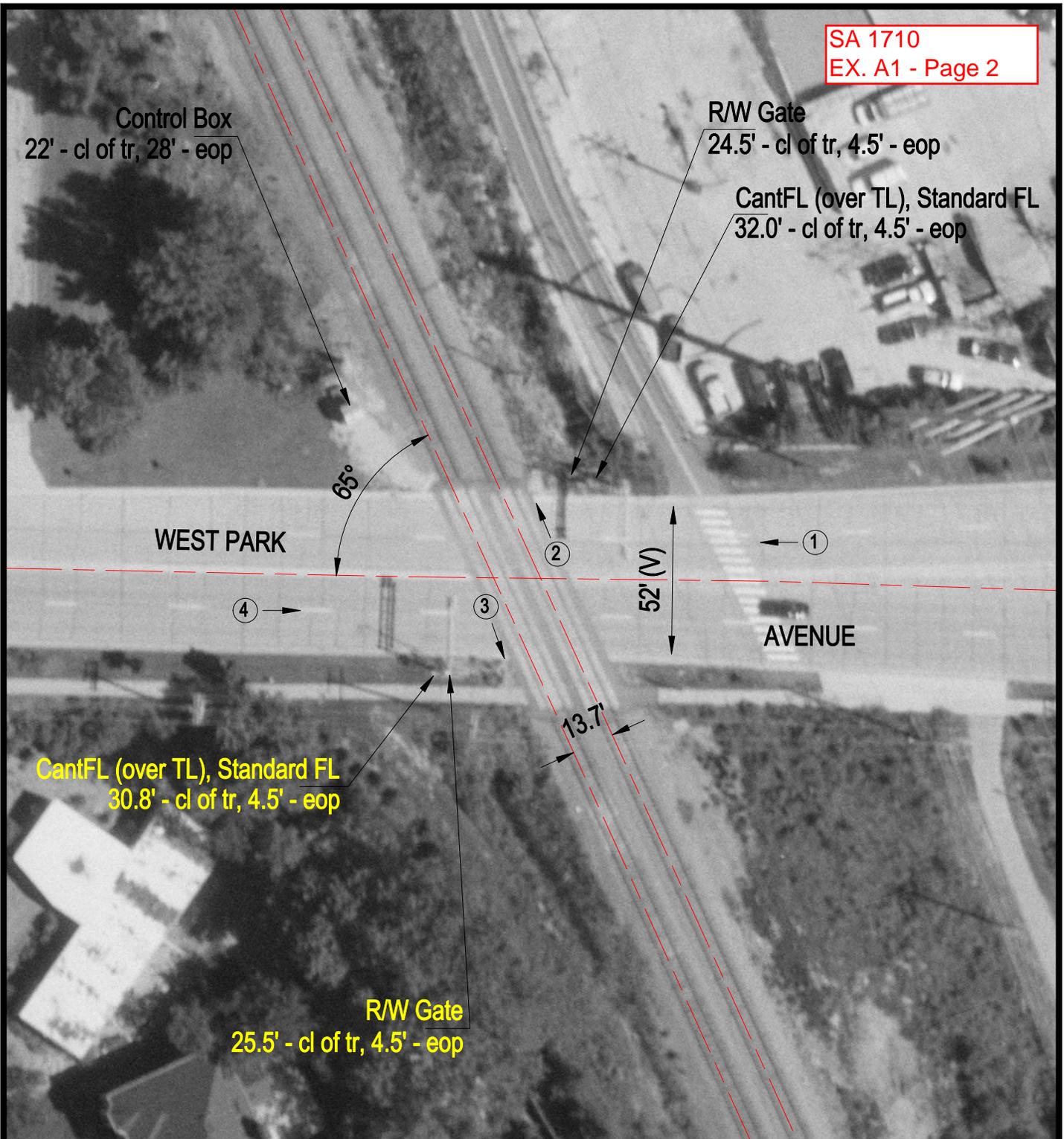
INTERSECTING ROADS:	NA; 50' East Skokie Valley Bike Trail
TRAFFIC CONTROL	NA
ADT & SPEED	3000; 30 mph
TRAFFIC TYPE	Passenger; School Buses; Trucks; Other
ADVANCE WARNING	Yes
PAVEMENT MARKING	Yes

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	18 per day @ 50 mph
PASSENGER TRAFFIC	NA
WARNING DEVICES	Cantilevered AFLSG

COMMENTS: See Page 2 for an Aerial View (Location Sketch) of the crossing.

See Page 3 for Pedestrian Generator Review.



Crossing #:	176824M
Location:	Lake Co., City of Highland Park (I)
Lat/Long:	42°11'22" / 87°49'38"
Railroad:	UP
Street:	West Park Avenue
Railroad Milepost:	24.62
Crossing Protection:	Train Activated Devices

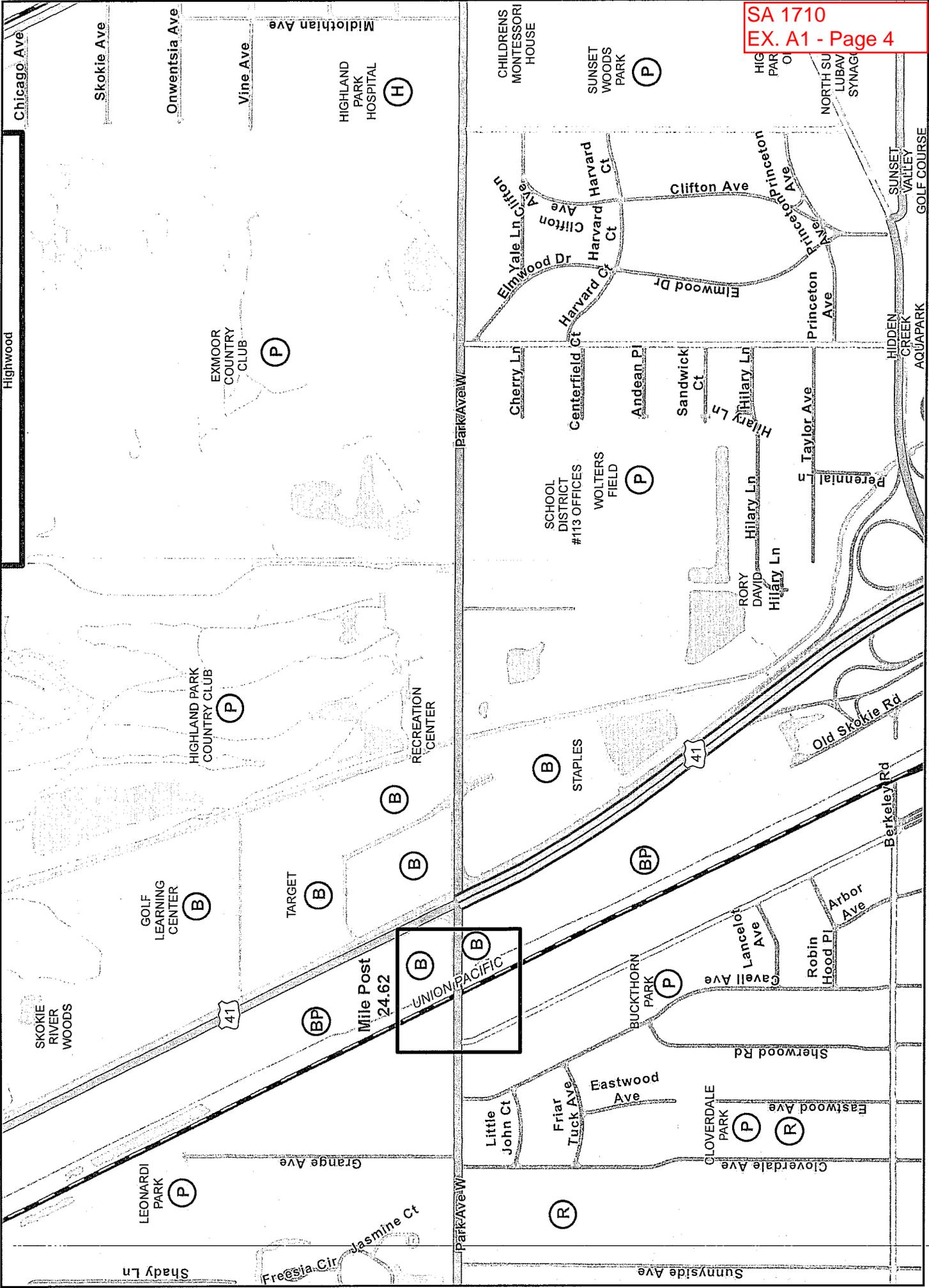
AAR/DOT No. 176 824M

Milepost 24.62

Park Avenue West

Generators	Yes	NA	Generators	Yes	NA
Residential Areas	X		Shopping Centers		
Parks	X		Hospitals	X	
Recreation Areas	X		Employment Center		X
Churches		X	Government Offices		X
Schools		X	Local Businesses	X	
Libraries		X	Industrial Plants		X
Existing Bicycle Trails	X		Public Transportation Facilities		X
Planned Bicycle Trails		X	Other ()		

CHECKLIST FOR BICYCLE TRAVEL GENERATORS IN PROJECT VICINITY
Figure 17-1.A



SA 1710
EX. A1 - Page 4



- R: Residential Areas
- P: Parks
- P: Recreational Area
- BP: Existing Bike Trails
- H: Hospital
- B: Local Businesses

Park Ave West Crossing



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

GENERAL INFORMATION: See Location Sketch

RAILROAD	Union Pacific Railroad Company (UP)
USDOT#, MILEPOST	176 826B, 23.68 Milwaukee Sub
STREET, CITY, COUNTY	Old Deerfield Road, in City of Highland Park, Lake County
JURISDICTION (RDWY)	City
LOCATION	Urban, Commercial
STREET SURFACE	Bituminous; 28' wide / 5' wide Concrete Sidewalk

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

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
Main (N-S)	Rubber	69 feet	OK
Main (N-S)	Rubber	69 feet	OK
Siding (N-S)	Rubber	69 feet	OK

ROADWAY DATA: See Location Sketch

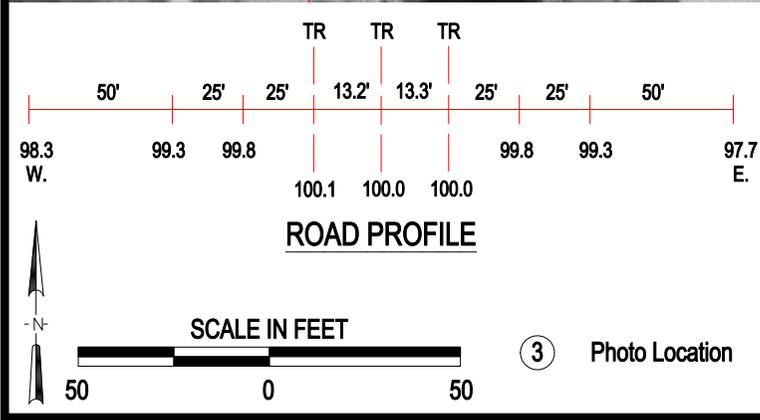
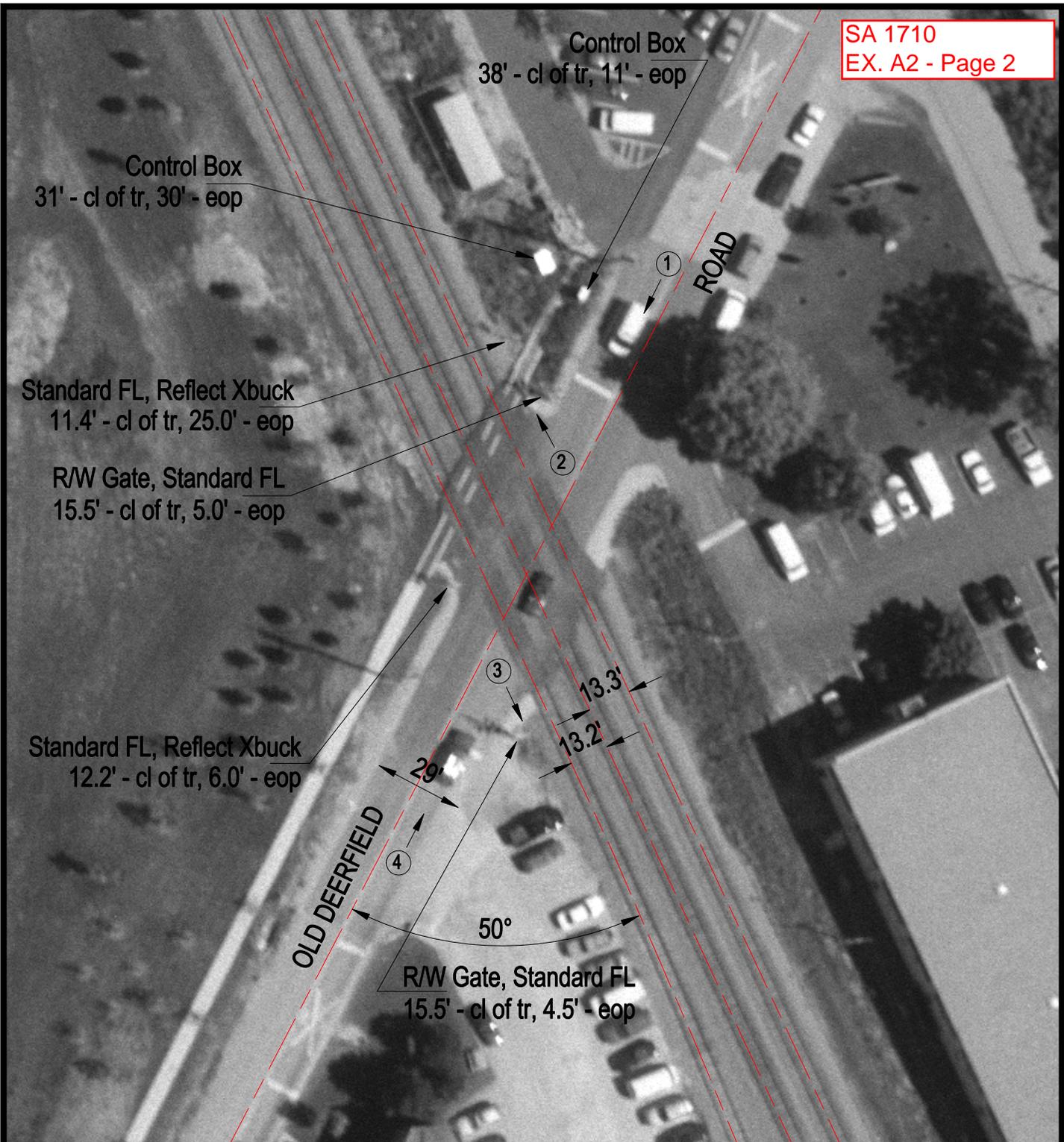
INTERSECTING ROADS:	NA
TRAFFIC CONTROL	NA
ADT & SPEED	3450; 35 mph
TRAFFIC TYPE	Passenger; School Buses; Trucks; Other
ADVANCE WARNING	Yes
PAVEMENT MARKING	Yes

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	18 per day @ 50 mph
PASSENGER TRAFFIC	NA
WARNING DEVICES	AFLSG/ Pedestrian Flashers

COMMENTS: See Page 2 for an Aerial View (Location Sketch) of the crossing.

See Page 3 for Pedestrian Generator Review.



Crossing #:	0490050
Location:	Lake Co., City of Highland Park (I)
Lat/Long:	42°10'36" / 87°49'12"
Railroad:	UP
Street:	Old Deerfield Road
Railroad Milepost:	N/A
Crossing Protection:	Train Activated Devices