

completed in the fall of 2001.

WHEREFORE, the Village prays for an extension of time until December 1, 2001 to complete the work ordered to be completed by the Village in the Stipulated Agreement.

VILLAGE OF BOUREJONNAIS

By: Michael P. O'Brien
One of its Attorneys

PREPARED BY:

Michael P. O'Brien
O'BRIEN & SMITH, P.C.
220 N. Industrial Drive
Bradley, Illinois 60915
(815) 932-3440
Atty. Reg. No. 06270367

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Motion of Extension of Time upon:

Illinois Commerce Commission
Transportation Division/Rail Safety Section
527 E. Capitol Avenue
Springfield, IL 62701

Township of Bourbonnais
1350 Armour Road
Bourbonnais, IL 60914

Illinois Central Railroad Company
5027 S. 1400 W. Road
Chebanse, IL 60922

State of Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764

By depositing a copy of same in a correctly addressed, prepaid envelope and depositing same in the United States mail in Bourbonnais, Illinois on July 24, 2001

Michael P. O'Brien

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2001, between the STATE OF ILLINOIS acting by and through the ILLINOIS COMMERCE COMMISSION (the "Commission"), the VILLAGE OF BOURBONNAIS (the "Village"), an Illinois Municipal corporation, the ILLINOIS CENTRAL RAILROAD COMPANY (the "Company"), the TOWNSHIP OF BOURBONNAIS, and the STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION.

WITNESSETH:

WHEREAS, the Commission, the Village, the Illinois Central Railroad Company, the Township of Bourbomrais, and the State of Illinois Department of Transportation entered into a Stipulated Agreement regarding the installation of medians and the performance of associated improvements at the **McKnight** Road grade crossing of the Illinois Central Railroad Company tracks in the Village of Bourbomrais, Illinois, a copy of which is attached hereto as Exhibit A, and

WHEREAS, pursuant to the Stipulated Agreement the Village was to have completed the construction of various improvements at the **McKnight** Road grade crossing by May 16, 2001; and

WHEREAS, the Village's completion of the aforementioned improvement has been delayed due to plan modifications requested by the Commission and the Department of Transportation;

WHEREAS, the Village has been working diligently on this matter and the Village's plan revisions will be completed shortly, allowing the project to be bid for construction within three (3) weeks, and ultimately ensuring that the project is completed in the fall of 2001;

NOW THEREFORE, for and in consideration of the premises and mutual covenants, agreements, and stipulations herein provided, the parties hereto covenant, agree, and stipulate as follows:

1. Section 5 of the Stipulated Agreement shall be amended to allow the Village until December 1, 2001 to complete its improvements **required** under the Stipulated Agreement.
2. This Supplemental Agreement shall not effect any other provisions of the Stipulated Agreement.
3. Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm **documents** with a facsimile transmitted signature by signing an original document.

Executed on the date first written above

SIGNATURES SET FORTH BELOW

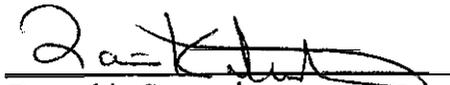
VILLAGE OF BOURBONNAIS, an Illinois
Municipal corporation,


Village President

Attest:


Village Clerk

TOWNSHIP OF BOURBONNAIS,


Township Supervisor

Attest:


Township Clerk

ILLINOIS COMMERCE
COMMISSION,

By: _____
Its: _____

ILLINOIS CENTRAL **RAILROAD**
COMPANY,

By: _____
Its: _____

STATE OF ILLINOIS DEPARTMENT
OF TRANSPORTATION.

By: _____
Its: _____



STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission hereinafter referred to as the "Commission", the Illinois Central Railroad Company hereinafter referred to as the "Company", the Village of Bourbonnais hereinafter referred to as the "Village", the Township of Bourbonnais hereinafter referred to as the "Township" and the State of Illinois. Department of Transportation hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, it has come to the attention of the Commission that inquiry should be made into the matter of **improving** public safety at the grade crossing of the Company's tracks with McKnight Road (DOT 288 933B) in Bourbonnais, Kankakee County, Illinois; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid rail-highway grade crossing by the Commission's Railroad Section Staff; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvement upon a 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 **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 statewide traveling public, the Grade Crossing Protection Fund of the Motor Fuel Tax Law 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 in the interest of public safety the following improvement should be made:

- a. the Village should install raised medians and perform associated roadway **work** on McKnight Road near the Company's tracks substantially as set **forth** ~~in~~ Exhibit **D** attached hereto;
- b. the Company should extend the crossing surfaces 4 feet on each end to accommodate the roadway widening provided herein;

Section 3: The Village has prepared an estimate of cost to accomplish the proposed **roadway** work which it may be required to perform; said estimate is attached as Exhibit **B**, and shall **upon** Order, according to the requirements contained therein, prepare detailed plans and

specifications for the proposed improvement for the approval of the Commission and the Department.

Section 4: The Company has prepared an estimate of cost to accomplish the proposed crossing surface widening which It may be required to perform; said estimate is attached as Exhibit **C**.

Section 5: The Company and Village shall upon the Commission's Order, according to the requirements contained therein, proceed toward the completion of the work proposed herein accomplishing the improvements with their own forces or appropriate contracted services and agree that an appropriate time for the submission of any plans should be two (2) months **from** the date of the Commission Order, the submission of progress reports should be three (3) months from the date of the Commission Order and for completion of the work should be six (6) months from the date of the Commission Order subsequent to this Agreement. Said progress reports shall include the name, title, mailing address, phone number and facsimile number of the Company and Village employee responsible for management of the project.

Section 6: The parties hereto agree that an equitable division of cost to perform the proposed improvement should be:

- a. the cost for the Company to perform the crossing surface extensions as set forth in attached Exhibit C, estimated to be \$7,435, should be allocated 100% of the actual cost, not **to** exceed \$7,435, **to the Grade** Crossing Protection Fund of the Motor Fuel Tax Law (GCPF), and any remaining cost, and all future **cost** of maintenance, **to the Company**;
- b. the cost for the Village to perform the roadway work as set forth in attached Exhibit **B**, estimated to be \$36,947, should be allocated 100% of the actual **cost**, not to exceed \$36.947, to the GCPF, and any remaining cost, and all future maintenance cost to the Village (or per any agreement it may have with the Township);

Section 7: This agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this agreement by all parties, the Commission shall within 60 days enter an appropriate order accepting or rejecting such stipulation according to the provisions contained herein.

Section 8: All bills for expenditures authorized to be reimbursed from **the** Grade Crossing Protection Fund for the crossing surface work shall be submitted to Department personnel as follows: Mr. Darrell **McMurray**, Bureau Chief, Engineer of Local Roads and Streets, Room 205, 2300 S. Dirksen **Parkway**, Springfield, Illinois 62764. Attention: Hank Chronister, **Sr.**; all bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund **for the** roadway work shall be submitted to the District **office** of the Department; the final bill for expenditures from each party shall be clearly marked "Final Bill", and authorization for reimbursement from the Grade Crossing Protection Fund shall expire and the Department shall de-obligate all residual Grade Crossing Protection Fund money twelve (12) months after the completion date specified in the Order.

Section 9: The Company and the Village shall file a written report with the Director of Processing and Information of the Commission within fifteen (15) days of the conclusion of each calendar quarter. stating the status of expenditures of their respective portion of the total project and percentage of **completion** of their respective portion of the **project**; if the **project** is behind schedule the report (s) must include a brief explanation of the reason **(s)** for the delay.

In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 18th day of July, 2000



Michael E. Stead
Rail Safety
Program Administrator

Attest:


Daniel S. Drewes
Rail Safety Section

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR/Line Illinois Central Railroad Co. Milepost 51.35 -M Inventory # 288 933B
City Bourbonnais Street McKnight Road County Kankakee
Jurisdiction Bourbonnais Urban - Rural X Commercial & Residential ---
Street Surface Bituminous Width 22 Condition Good
Angle 82 degrees Tracks Tangent X Degree of Curve --- Superelevation ---
Depth of Cut -- Height of Fill' 2'-3'

Track Centers	Elevation	Crossing Surface			Condition
		Track	Type	Width	
		Siding	FDT	32'	Good
<u>14</u>	<u>level</u>	Main	FDT	32'	Good

Intersecting Roads 100' Yes -- west 200' --

Traffic Control Devices Present ---

ADT 1,300 Speed 25 mph Statewide &

School buses No Hazardous Materials Possible Other --

Rail Traffic: Ft. 22 @ 60-70 mph Pass. 4 @ 79 mph Switch X

Simultaneous Movements Yes Daylight and Dark Yes

Present Protection AFLS & Gates

Advance Warning Signs Yes Pavement Marking Yes

Exhibit B

Preliminary Estimate of Quantities / Cost for
 Village of Bourbonnais, Illinois
 McKnight Road Grade Crossing Improvements

NO. ITEM UNIT QUANTITY UNIT COST COST

1	Earth Excavation	cu.yd.	190	\$ 8.50	\$ 1,615.00
2	Combination Concrete Curb & Gutter, Ty. B6.12	ln.ft.	581	\$ 16.00	\$ 8,976.00
3	Raised Curbed Median-Concrete	ln.ft.	180	\$ 45.00	\$ 8,100.00
4	Pavement Widening & Restoration	sq.yd.	215	\$ 31.00	\$ 6,665.00
5	Paint Pavement Markings & Signage	l.sum	1	\$ 900.00	\$ 900.00
6	Aggregate Shoulders, Ty. "B"	ton	30	\$ 20.00	\$ 600.00
7	Turf Restoration	sq.yd.	100	\$ 8.00	\$ 800.00
8	Storm Sewer - 12" R.C.P. (includes inlets)	ln.ft.	35	\$ 50.00	\$ 1,750.00

ESTIMATED TOTAL CONSTRUCTION COST = \$ 29,406.00

PLUS 10% CONTINGENCIES / UNFORSEEN = \$ 2,940.60

PLUS DESIGN AND CONSTRUCTION OBSERVATION ENGINEERING = \$ 4,600.00

TOTAL ESTIMATED PROJECT COST = \$ 36,946.60

Note: Recommend Allocating \$38,000.00 for Project.

date: 6/23/00
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ILLINOIS CENTRAL RAILROAD
OFFICE OF ENGINEER-TRACK

INDIAN OAKS, IL.
V.S. IL-1

CHICAGO DISTRICT
M.P. 5 2

MIDWEST DIVISION
FILE 52/3

EXTEND 2-EA EXISTING KOPPERS CROSSINGS WITH ONE 6 FT KOPPERS EXTENSION
AT EACH CROSSING AT MCKNIGHT ROAD (DOT# 288 933 B) WITH ROADWAY CLOSED
TO VEHICULAR TRAFFIC.

2000 PRICES

ESTIMATED QUANTITIES NOT TO BE USED TO REQUISITION MATERIAL

COST CODE	DESCRIPTION	UNIT COST	QUANTITY	UNIT	TOTAL COST
u - h	- - - P - -				

FHFM

ADDITIONS AND BETTERMENTS

KING MATL - SOLID TIMBER	66.63	16.00	T.F.	1066.08
SHIFT/INSTALL CROSSING	17.73	120.00	M.H.	2127.60
LAG SCREWS 3/4"X12"	1.10	56.00	EACH	61.60
CONTRACT APPROACH WORK	500.00	1.00	L.S.	500.00
TRAFFIC CONTROL	500.00	1.00	L.S.	540.00
FRT, c o MATL	50.08	865.40	TNMI	25.96
PER DIEM				780.00

MATERIAL	1127.68			
SALES TAX 0.05			56.38	
HANDLING 0.0610			72.23	
LABOR	2127.60			
ENGINEERING			0.00	
ACCOUNTING			26.60	
OTHER	1025.96			
COMPOSITE ADP. - DIRECT LABOR			1877.03	
COMPOSITE ADD. - ENGIN + ACCT LABOR			22.16	
SUBSISTENCE			780.00	
RENTAL OF EQUIPMENT			319.14	
CONTINGENCIES			0.00	
SDS-TOTAL A&B				7434.78

