

TOI-0062

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 Union Pacific Railroad Company, hereinafter referred to as the "COMPANY", the Village of Gardner, hereinafter referred to as the "VILLAGE", 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 through informal investigation that inquiry should be made into the matter of improving public safety at the crossing of the COMPANY'S track with the public highway intersection known as Jackson Street at Jefferson Street located in the Village of Gardner, Grundy County, Illinois, designated as crossing AAR/DOT 290 521N, milepost 64.63 AO; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by representatives of the VILLAGE and by a staff member of the COMMISSION'S Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometries of the intersection, train movements, vehicular traffic volumes, and all other pertinent data relating to the crossing has been obtained and shown on Exhibits A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements 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 the proper improvements in the interest of public safety at the aforesaid crossing should be:

- (a) The pavement removal from the west leg of Jefferson Street by the VILLAGE, substantially as shown on attached Exhibit B.
- (b) The realignment of the west leg of Jefferson Street by the VILLAGE, substantially as shown on attached Exhibit B.
- (c) The resurfacing and reconstruction of the highway approaches to the main track by the VILLAGE, substantially as shown on attached Exhibit B.

Section 3 The VILLAGE has prepared a preliminary estimate of cost to accomplish the proposed improvements that it may be required to perform. Said estimate is attached as Exhibit C. The VILLAGE shall upon Order, according to the requirements contained therein, prepare detailed drawings, estimates of cost and any required specifications for the proposed improvements for the approval of the COMMISSION and DEPARTMENT.

Section 4 The VILLAGE 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 submission of plans should be thirty (30) days and for the completion of the proposed improvements should be twelve (12) months, from the date of COMMISSION Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- (a) The cost for the highway pavement removal and approach work at Jackson Street and Jefferson Street, estimated to be \$160,218, should be allocated 100% of the actual cost, in an amount not to exceed \$160,218, to the Grade Crossing Protection Fund, and the remaining cost, if any, should be borne by the VILLAGE.

Section 6 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 as Exhibit D.

Section 7 The VILLAGE shall at six (6) month intervals from the date of the COMMISSION Order until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the COMMISSION stating the status of expenditures of the project and the percentage of completion of the project; if the project is behind schedule the reports must also include a brief explanation of the reason(s) for the delay.

All bills for expenditures related to items set forth in Section 5 (a) herein authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to the District 3 Office of the DEPARTMENT at 700 E. Norris Drive, Ottawa, Illinois 61350. The

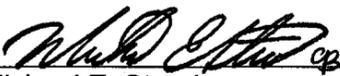
DEPARTMENT shall send a copy of all bills to the Director of Processing and Information, Transportation Division of the COMMISSION. The final bill for expenditures shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of COMMISSION Order subsequent to this Agreement. The DEPARTMENT shall, at the end of the 24th month from the COMMISSION Order date, de-obligate all residual funds accountable for the cost for this project.

The VILLAGE shall at six (6) month intervals from the date of the Order until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the COMMISSION, stating the progress made toward completion of the work herein required. Each progress report shall include the COMMISSION Order Number, the Order Date, the project completion date as noted in the Order, crossing information (Inventory Number and Railroad Milepost), type of improvement, and project manager information (the name, title, mailing address, phone number and facsimile number of the employee responsible for management of the project.)

Section 8 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 herein.

Executed by the COMMISSION this 3rd day of July, 2001.



Michael E. Stead
Rail Safety Program Administrator

Attest: 

Brian Vercruysse
Transportation Div.
Rail Safety Section

Illinois Commerce Commission Stipulated Agreement No. 961 concerning approach improvements at the Union Pacific Railroad Company grade crossing with Jackson / Jefferson Street (DOT 290 521N) located in Gardner, Illinois.

Executed by the Village of Gardner this 23rd day of July, 2001.

VILLAGE OF GARDNER

By *Tom Wise*
(Title) TOM WISE, MAYOR

Attest:

Barbara S. Bexson
Barbara S. Bexson, Clerk
Village of Gardner

Illinois Commerce Commission Stipulated Agreement No. 961 concerning approach improvements at the Union Pacific Railroad Company grade crossing with Jackson / Jefferson Street (DOT 290 521N) located in Gardner, Illinois.

Executed by the Department this 13th day of August, 2001.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By James C. Shifer
Director of Highways

Illinois Commerce Commission Stipulated Agreement No. 961 concerning approach improvements at the Union Pacific Railroad Company grade crossing with Jackson / Jefferson Street (DOT 290 521N) located in Gardner, Illinois.

Executed by the Union Pacific Railroad Company this 1 day of Oct, 2001.

UNION PACIFIC RAILROAD COMPANY

By Thomas W. Gee
(Title) CHIEF ENGINEER

Attest:

Kathy Klockner

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR/Line UP/SSWNAO Milepost 64.63 Inventory # 290 521N
City Gardner Street Jackson St./Jefferson St. County Grundy
Jurisdiction Local Urban X Rural Commercial X Residential
Street Surface bituminous Width 25' Condition
Angle 50° Tracks Tangent Yes Degree of Curve Superelevation
Depth of Cut Height of Fill

Crossing Surface

Track Centers	Elevation	Track Main	Type	Width	Condition
			Full wood panel	89'	

Intersecting Roads <100' <200' Liberty St. is 141'N

Traffic Control Devices Present: Stop sign at Liberty St.

ADT 509 Speed Statewide Yes

School Buses possible Hazardous Materials possible Other

Rail Traffic: Ft. 4 @ 60 mph Pass. 6 @ 79 mph Switch

Simultaneous Movements: No Daylight and Dark: Yes

Present Protection: AFLS with cantilevers

Advance Warning Signs Yes Pavement Marking No

Visibility Study

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	_____	_____	_____	_____
NW	_____	_____	_____	_____
SE	_____	_____	_____	_____
SW	_____	_____	_____	_____

Approach Grades

South	25'	0.00 %	50'	-1.60 %	'	%
North	25'	-1.60 %	50'	-2.80 %	'	%

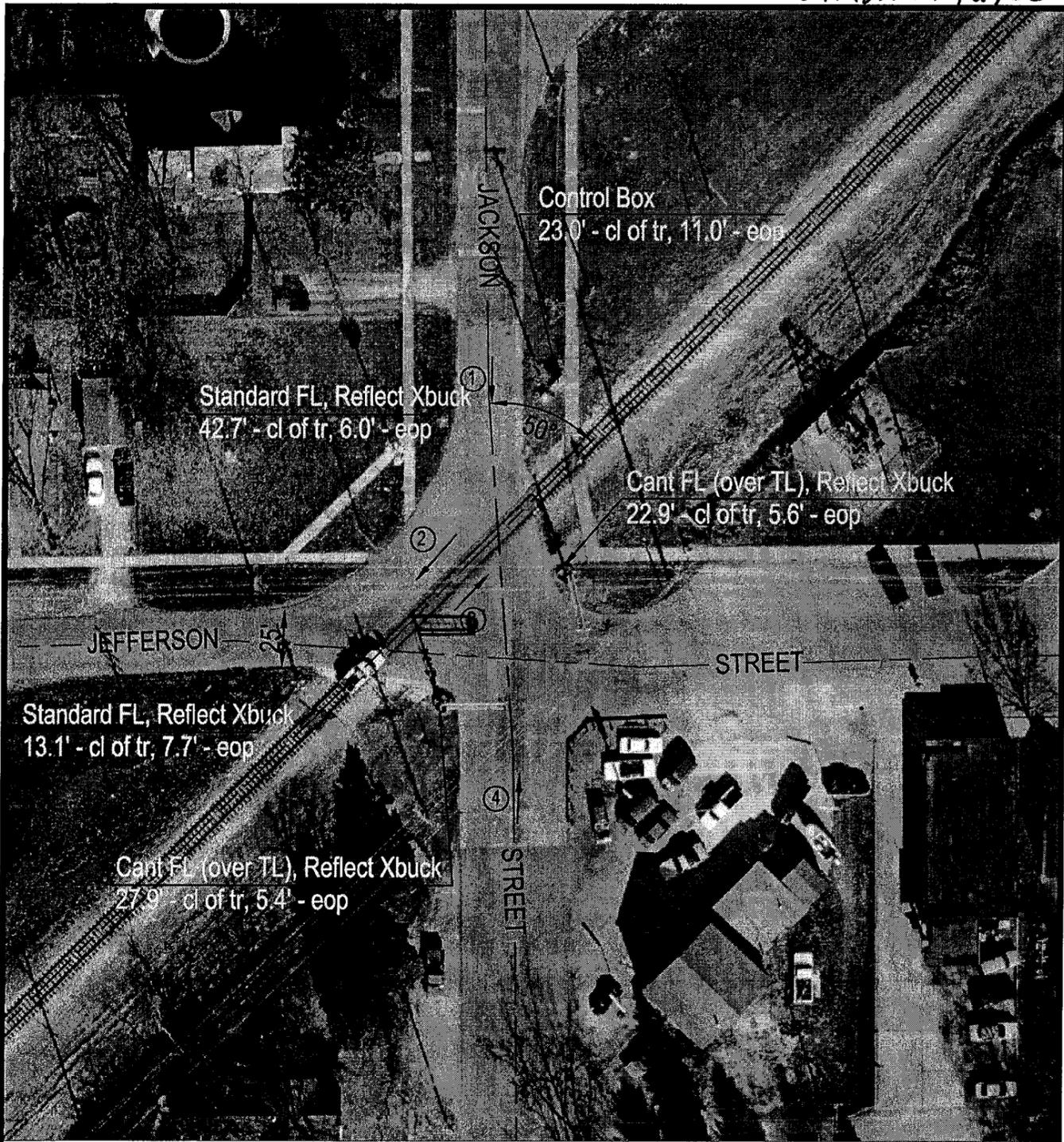
“+” grade is ascending from crossing

“-“ grade is descending from crossing

Comments: 1) Bike path east of crossing

2) A new crossing surface will be installed as part of a surface renewal project pursuant to an agreement between the Company and the Department

3) New AFLS and 4 quadrant gate arms are to be installed by separate Stipulated Agreement



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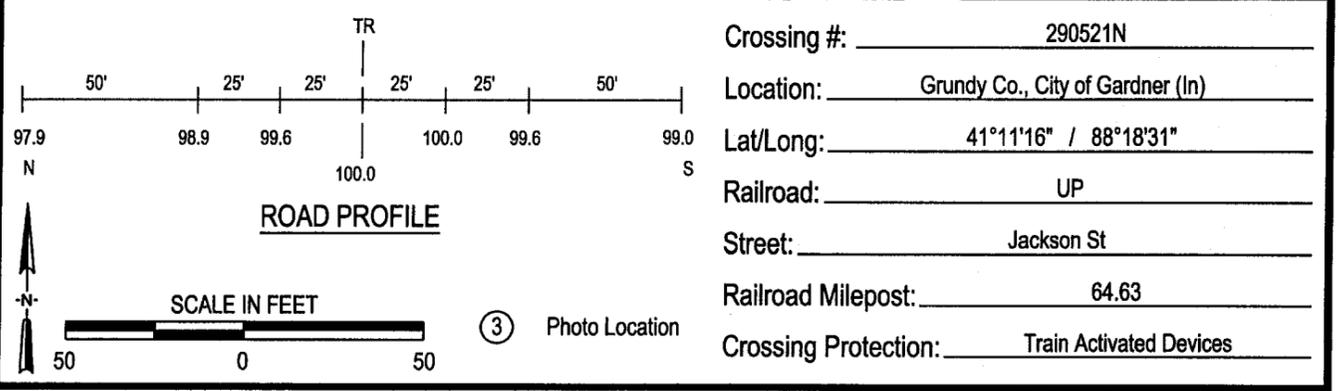
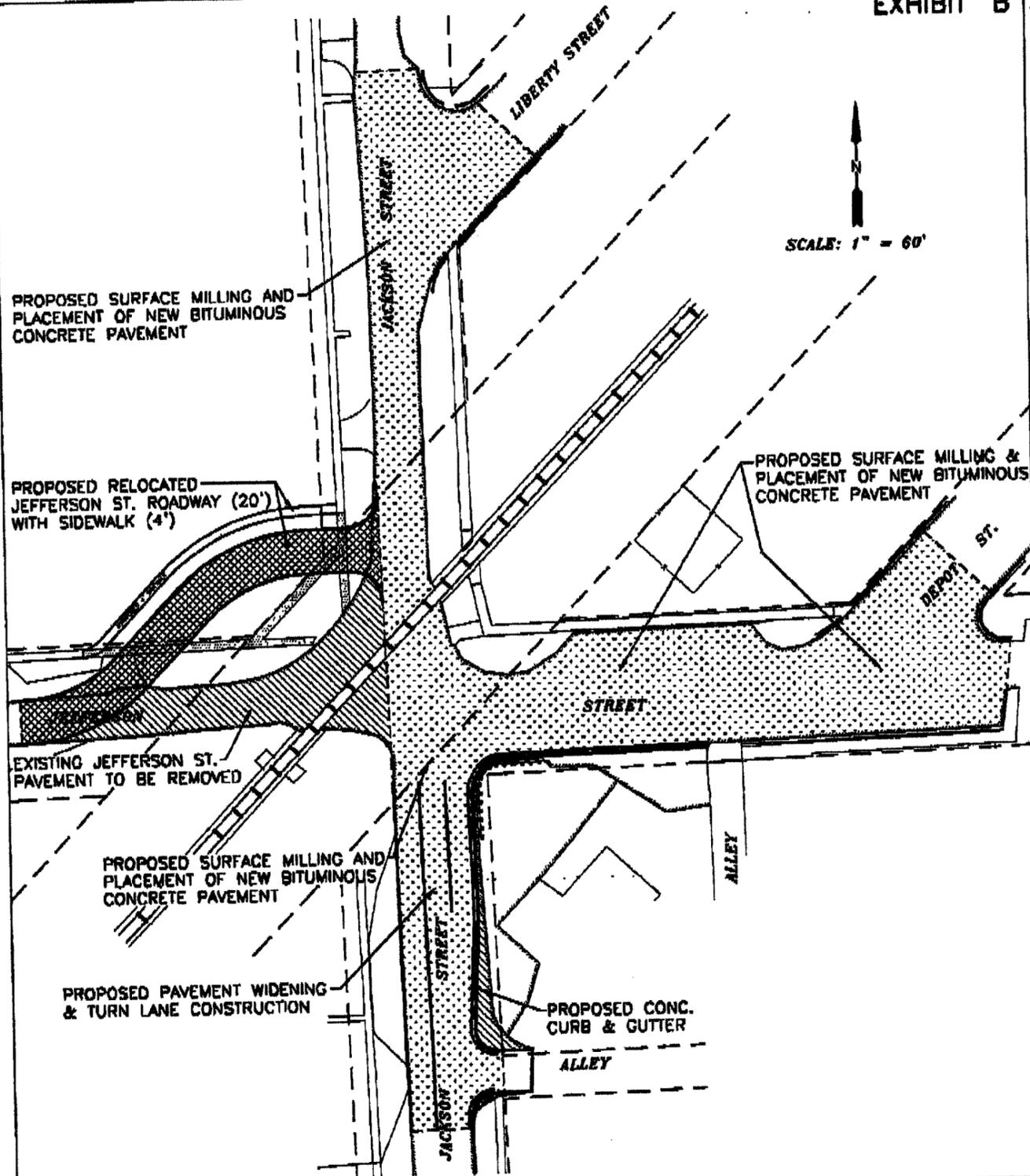


EXHIBIT 'B'



CHAMLIN & ASSOCIATES, INC.		
CONSULTING ENGINEERS & LAND SURVEYORS		
<small>PERU</small>	<small>ILLINOIS</small>	<small>MORRIS</small>
SCALE: 1" = 60'	JACKSON & JEFFERSON STS. GARDNER, ILLINOIS	
DATE: 6/25/01	DRAWN BY: MAB	FILE NO.:

Exhibit C
 Page 1

Engineer's Estimate Of Cost

Estimate No. 1 Date June 1, 2001

Summary By GRC Prices By GRC Checked By GRC

Client Village of Gardner

Project Village of Gardner - Jefferson/Jackson

Streets / IP Railroad Crossing

Roadway Improvement

NO.	ITEMS	QTY.	UNIT	UNIT PRICE	COST
1.	Earth Excavation	350	c.y.	9.00	3,150.00
2.	Guard Rail Removal	60	l.f.	5.00	300.00
3.	Sidewalk Removal	820	s.f.	2.00	1,640.00
4.	Bituminous Concrete Pavement Removal (Old Roadway)	880	s.y.	2.00	1,760.00
6.	Pavement Repair for Watermain	135	s.y.	60.00	8,100.00
6.	Bituminous Concrete Repair	70	s.y.	25.00	1,750.00
7.	Bituminous Concrete Removal, Curb & Sidewalk	250	s.y.	4.00	1,000.00
8.	Catch Basin Relocation	3	each	800.00	2,400.00
9.	Catch Basin Installation	2	each	1000.00	2,000.00
10.	6" Watermain Replacement	520	l.f.	30.00	15,600.00
11.	6" Watermain Valves	4	each	500.00	2,000.00
12.	6" Watermain Fittings	8	each	300.00	2,400.00
13.	Soil Stabilization Fabric	450	s.y.	2.00	900.00
14.	Aggregate Base Course, 9", Type A	250	ton	15.00	3,750.00
15.	Bituminous Material Prime Coat (MC-30)	200	gal.	3.00	600.00
16.	Bituminous Material Prime Coat (RC-70)	331	gal.	3.00	993.00
17.	Bituminous Concrete Surface Course, 1½"	320	ton	45.00	14,400.00
18.	Bituminous Concrete Binder Course, 1½"	40	ton	50.00	2,000.00
19.	Shoulder Stone	20	ton	38.00	760.00
20.	Cold Milling, 1½"	3310	s.y.	3.00	9,930.00
21.	PCC Driveway Pavement	28	s.y.	45.00	1,260.00
22.	Combination Curb & Gutter, 24"	275	l.f.	15.00	4,125.00
23.	PCC Sidewalk 4" x 4"	1020	s.f.	5.00	5,100.00
24.	Storm Sewer, 12"	80	l.f.	20.00	1,600.00
25.	Topsoil, Seeding, Fertilizer, Mulch	0.25	acre	20,000.00	5,000.00
26.	Railroad Warning Symbols	3	each	150.00	450.00
27.	Thermoplastic Pavement Marking, 4"	760	l.f.	1.00	760.00
28.	Thermoplastic Pavement Marking, Arrows	3	each	50.00	150.00

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

RECEIVED
JUL 30 2001

Illinois Commerce Commission
RAIL SAFETY SECTION

Date 07-23-01

Agreement # 961

The VILLAGE OF GARDNER COUNCIL
(Board or Council of Township, Village, City, County, etc.)

meeting on 07-23-01, Resolved to authorize Tom Wise, Mayor
(Date) (Name, Office)

to act as its designated agent in the processing of this Stipulated agreement and
that the VILLAGE OF GARDNER is financially willing and able to
(Township, Village, City, County)
bear the cost for the proposed improvements as may be assigned to it according
to Section 5 of this Agreement.