

ORIGINAL

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

702-0003

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 Elgin, Joliet and Eastern Railway Company, hereinafter referred to as the "Company", the City of Joliet in Will County, hereinafter referred to as the "City", 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 correspondence that inquiry should be made into the matter of improving public safety at the crossing of the Company's track with a public highway known as Division Street located in the City of Joliet, Will County, Illinois, designated as crossing DOT 260 588N, milepost 67.95-A; and

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

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and all other pertinent data relating to the crossing have been obtained and shown on Exhibit 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 Company shall remove the existing automatic flashing light signals and install new cantilever mounted automatic flashing light signals and gates with LED signal units, controlled by constant warning time circuitry to accommodate the widened roadway;
- b) The Company shall remove the existing 48' foot full depth timber crossing surface and install a new ninety foot (90') rubber crossing surface to accommodate the widened roadway and new pedestrian walk on the north side of Division Street;
- c) The City shall widen and improve Division Street from a two (2) lane twenty foot (20') asphalt road to a four (4) lane forty five foot (45') back to back of curb asphalt roadway; with a new pedestrian walkway on the north side of the widened Division Street;

Section 3 The Company has prepared preliminary estimates of cost which are attached as Exhibits B, and B-1, to accomplish the proposed improvements which it may be required to perform; The Company shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost, and any required specifications for the proposed improvements for the approval of the Commission and Department.

Section 4 The City has prepared a preliminary plan and estimate of cost which is attached as Exhibit C, to accomplish the proposed roadway improvements which it may be required to perform; The City shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed plans, estimates of cost, and any required specifications for the proposed improvements for the approval of the Department.

Section 5 The Company and City shall each upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with their own forces or appropriate contracted services and agrees that an appropriate time for the submission of plans should be one hundred twenty (120) days, for the submission of progress reports should be six (6) months and for the completion of the proposed improvements should be twelve (12) months, from the date of Commission Order subsequent to this agreement.

Section 6 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

IMPROVEMENT	ESTIMATED COST	GCPF	COMPANY	CITY
Remove the existing AFLS and install new cantilever mounted AFLS and gates controlled by CWT circuitry	\$192,761	85% (\$163,847) 1)	Remainder (\$9,638) 2)	10% (\$19,276)
Remove the existing 48' foot full depth timber crossing surface and install a new 90' rubber crossing surface to accommodate the widened Division Street and pedestrian walk	\$88,752	----	---- 2)	100% (\$88,752)
Widen and improve Division Street from a two (2) lane 20' asphalt road to a four (4) lane 45' back to back of curb asphalt roadway; with a new pedestrian walkway on the north side of Division Street;	\$125,000	-----	----	100% (\$125,000) 3)
TOTAL	\$406,513	\$163,847	\$9,638	\$233,028

1) GCPF share of cost not to exceed indicated amount.

2) The Company should bear all future operation and maintenance costs of the warning devices and all future maintenance costs of the crossing surface.

3) The City should bear all future maintenance costs of the roadway and sidewalk.

Section 7 The City 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 8 Special Provisions: Since the highway widening work will be performed by the City and/or its contractor, roadway contractor and railroad liability insurance will be required as specified in the Illinois Department of Transportation's "Standards and Specifications for Road and Bridge Construction".

The Company and the City shall have bi-monthly coordination meetings, unless both agree the meeting(s) is not necessary, until the completion of the project.

The City will be responsible for the roadway project. This includes: providing construction supervision, preparing all billing, letting the project for bids and awarding the contract.

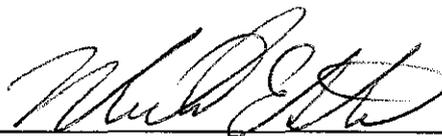
The Company and City shall each within ninety (90) days of the date of Commission's Order subsequent to this Agreement, submit to the Director of Processing, Transportation Division of the Commission, the name, title, mailing address, phone number and facsimile number of their project manager.

The Company and City shall each file a written report with the Director of Processing within fifteen (15) days of the conclusion of each calendar quarter, stating the status of expenditures of their portions of the project and the percentage of completion of the project; if the project is behind schedule the report must include a brief explanation of the reason(s) for the delay.

All bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to Mr. Henry Cronister, Bureau of Local Roads and Streets, Main Office, Illinois Department of Transportation at 2300 South Dirksen Parkway, Room 205, Springfield, Illinois, 62764. The Department shall send a copy of each bill received to the Director of Processing and Information, Transportation Division of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted to the Department and Commission no later than twenty-four (24) months from the date of Commission Order subsequent to this agreement. Authorization for reimbursement from the Grade Crossing Protection Fund shall expire twelve (12) months after the completion date specified in the Order. The Department shall, at the end of the 24th month from the Commission's Order date, de-obligate all residual funds accountable for installation costs for this project.

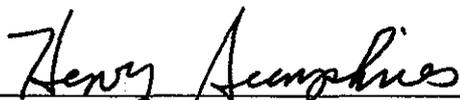
In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 9TH day of OCTOBER, 2001.



Michael E. Stead
Railroad Safety Program Administrator

Attest:



Henry Humphries,
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 966 concerning improvements at the Division Street grade crossing of the Elgin, Joliet and Eastern Railway Company track, in the City of Joliet, Will County, Illinois designated as crossing AAR/DOT # 260 588N, Milepost 67.95-A.

Executed by the Company this 15th day of October 2001.

THE ELGIN, JOLIET AND EASTERN
RAILWAY COMPANY

By:

Dennis R. Gird

Attest:

Lina M. Frost

Illinois Commerce Commission Stipulated Agreement No. 966 concerning improvements at the Division Street grade crossing of the Elgin, Joliet and Eastern Railway Company track, in the City of Joliet, Will County, Illinois designated as crossing AAR/DOT # 260 588N, Milepost 67.95-A.

Executed by the Department this 20th day of November 2001.

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

By: Jack Hook
Acting Director of Highways

Illinois Commerce Commission Stipulated Agreement No. 966 concerning improvements at the Division Street grade crossing of the Elgin, Joliet and Eastern Railway Company track, in the City of Joliet, Will County, Illinois designated as crossing AAR/DOT # 260 588N, Milepost67.95-A.

Executed by the City this 22nd day of January 20012

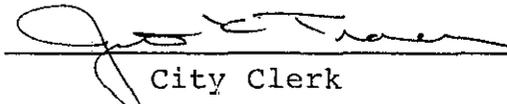
CITY OF JOLIET

By:



Mayor

Attest:



City Clerk

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR/Line EJ&E Milepost 67.95-A Inventory # 260 588N
City (I) Joliet Street Division Rd. County Will
Jurisdiction City Urban X Rural Commercial X Residential X
Street Surface Asphalt Width 20' Condition Fair
Angle 45° Tracks Tangent Yes Degree of Curve -- Superelevation --
Depth of Cut ----- Height of Fill -----

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
		<u>Main</u>	<u>FDT</u>	<u>48'</u>	<u>Fair</u>
<u> </u>					
<u> </u>					
<u> </u>					
<u> </u>					

Intersecting Roads 100' Pvt. 200' Pvt.
Traffic Control Devices Present None
ADT 4,300 Speed posted Statewide Yes
Schoolbuses Poss. Hazardous Materials Poss. Other
Rail Traffic: Ft. 17-19 @ 45 mph Pass. -- @ -- mph Switch
Simultaneous Movements No Daylight and Dark Yes
Present Protection AFLS

Advance Warning Signs Yes Pavement Marking No

Toy's
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us
rucking

Sketch of Crossing

Exhibit A
Page 1

Road

Division

EJ & E.



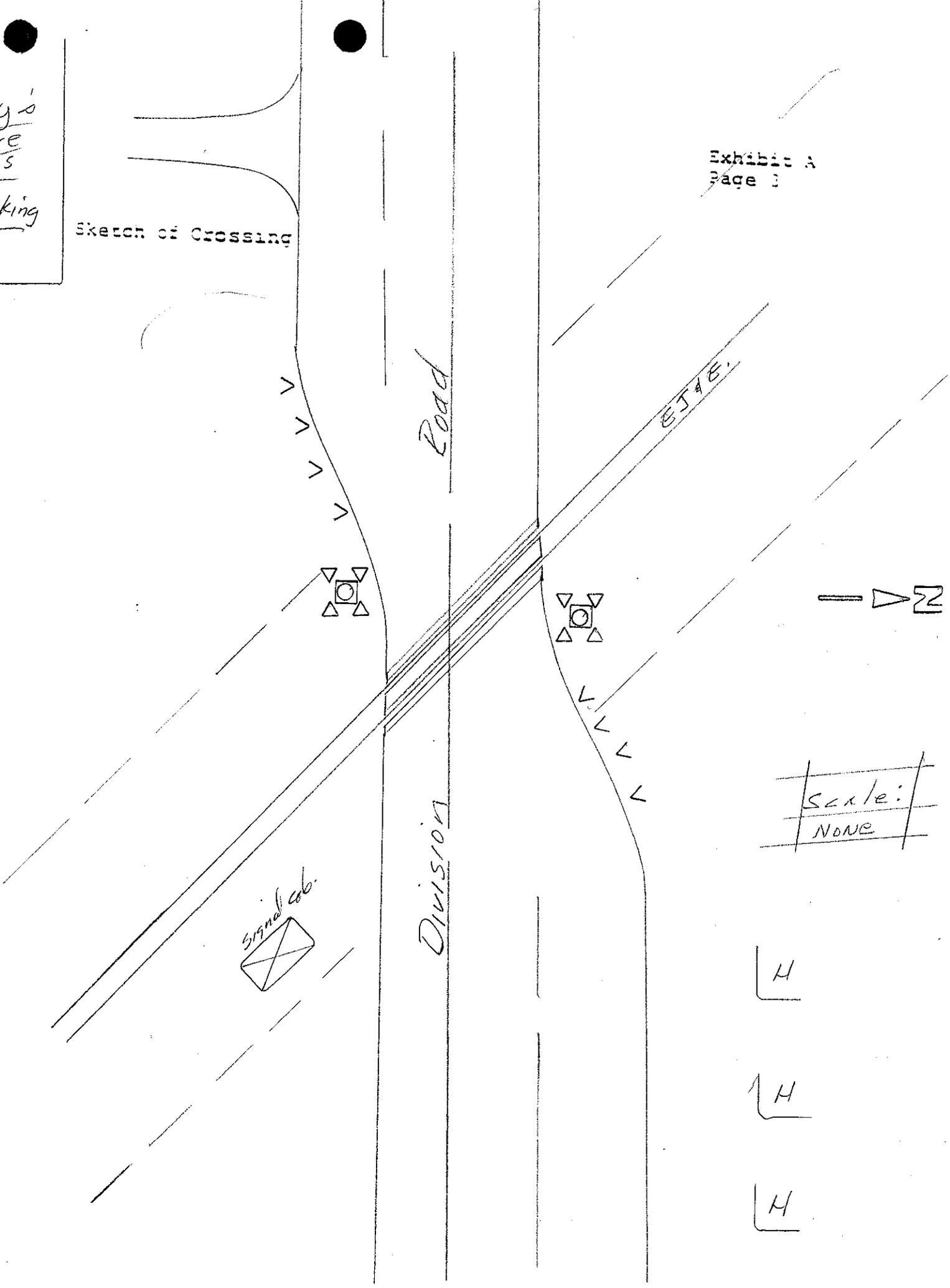
Scale:
None



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ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

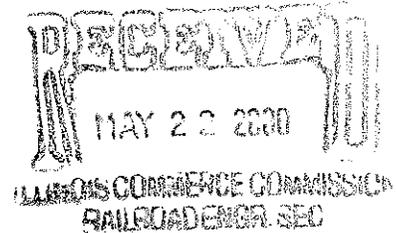
1 NORTH BUCHANAN STREET · GARY, INDIANA 46402

219 / 883-4307 · FAX 219 / 883-4257

DENNIS R. OJARD, P.E.
CHIEF ENGINEER

May 16, 2000

Mr. Michael E. Stead
Acting Railroad Safety Administrator
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62754



Subject: *Elgin, Joliet, & Eastern Railway Revised Estimate
to Install a New Crossing System at Division Street,
Crest Hill, Illinois – AAR/DOT #260 588N*

Dear Mr. Stead:

Based on a review of 2001 Crossing Projects with Mr. H. Humphries, attached find the revised estimate for the installation of a new crossing warning system for Division Street, AAR/DOT #260 588N, Crest Hill, Illinois, consisting of cantilever flashing lights, gates, and grade crossing predictor. The EJ&E is prepared to do this work by Dec. 31, 2000.

Should you need further information from the EJ&E Railway Company, contact T. W. Hunter at (815) 740-6587.

Sincerely,

D. R. Ojard, P. E.
Chief Engineer

KGE/gc
Attachments

cc: J. F. Marteeny
T. W. Hunter
M. S. Halsted
Henry Humphries – Illinois ICC
Sheldon C. Latz – Will County Dept. of Hwy.

Name of Carrier: Elgin, Joliet, & Eastern Railway Company	Date: 3/29/00	Page 1 of 1
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Description and Location of Project:

Install a New Crossing Warning System with Gates, Flashing Lights, and Cantilevers at Division Street, Crest Hill, AAR/DOT #260 588N, Milepost 6.05

LOCATION: Crest Hill, IL.

Description	Unit	# of Units	Unit Cost	Material Cost	Labor	Total
Crossing Warning System Package with Bungalow, Two Gate Mechanisms, LED Lights, GCP, Crossing Controller, Crossing Recorder, Gates, Cantilevers and Associated Equipment:	lot	1	\$ 94,000	\$ 94,000		
Cantilever Foundations	ea.	2	2,500	5,000		
Signal Cable 2/C #6 awg - Twist Track	ft.	1,000	1.00	1,000		
Signal Cable 5/C #6 awg - Gate	ft.	1,000	4.70	4,700		
Signal Cable 12/C #9 awg - Gate	ft.	1,000	6.00	6,000		
Power Cable 3/C #6 awg	ft.	500	3.50	1,750		
Power Service	lot	1	3,000	3,000		
4" Ridge Conduit	ft.	100	10.00	1,000		
Other Miscellaneous Material	lot	1	5,000	<u>5,000</u>		
Subtotal Material				121,450		
Add 11% for Handling				<u>13,359</u>		
TOTAL MATERIAL:				134,809		\$134,809
Labor						
Signalman	mh	1,000	19.00		\$ 19,000	
Signal Foreman	mh	200	21.50		4,300	
Electrical Labor - Lead Lineman	mh	100	21.50		2,150	
Engineering and Accounting	mh	200	21.50		<u>3,500</u>	
Subtotal Labor					28,950	
Add Fringe (.76)					<u>22,002</u>	
TOTAL LABOR:					\$ 50,952	50,952
Equipment Rental	lot	1	7,000	7,000		<u>\$ 7,000</u>
Net Project Expenditure:						\$ 192,761

(Revised: 5/16/00)

AAR/DOT # 260 588N

ELGIN, JOLIET & EASTERN RAILWAY COMPANY
DIVISION STREET (5 CORNERS RD)
CRESTHILL, ILLINOIS
TRACK PLAN

NO.	DESCRIPTION	DATE	BY	CHK'D
1	DESIGN			
2	REVISED			
3	REVISED			
4	REVISED			
5	REVISED			
6	REVISED			
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FILE NO. CWS-0008-01 PART 1

3497+34 (7)

3523+57

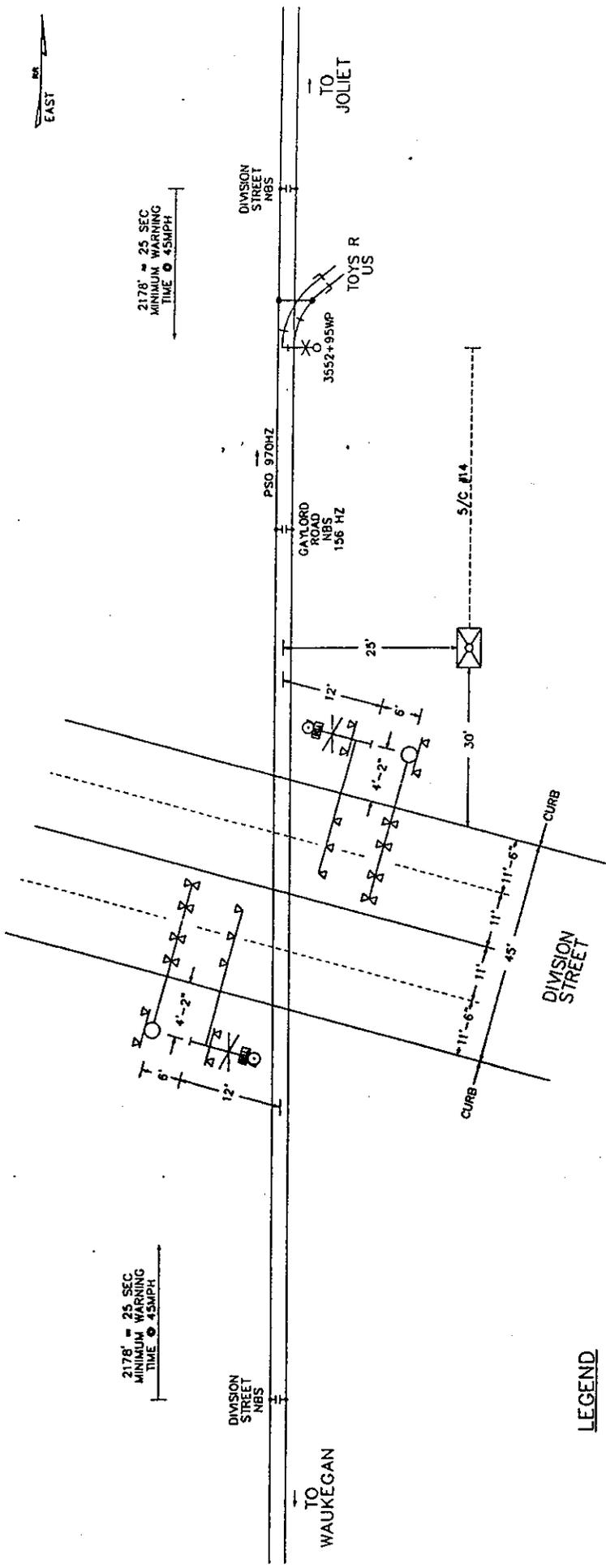
3550+14 (6)

3551+98

3552+95

3568+26

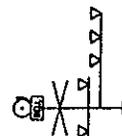
3602+94 (5)



2178' = 25 SEC
MINIMUM WARNING
TIME @ 45MPH

2178' = 25 SEC
MINIMUM WARNING
TIME @ 45MPH

LEGEND

-  6'x6' POWER COAT BUNGALOW
-  MODEL 40 GATE WITH LED LIGHTS, GATE ARM - 26'
-  22' CANTILEVER WITH LED LIGHTS
-  MULTI FREQUENCY NARROW BAND SHUNT



TO WAUKEGAN

TO JOLIET

DIVISION STREET NBS

DIVISION STREET NBS

GAYLORD ROAD NBS 156 HZ

3552+95WP

TOYS R US

PSO 970HZ

S/C #14

DIVISION STREET

CURB

CURB

3547+80

Estimate for renewal of Division St. Crossing - DOT/AAR 260 588N

<u>Labor</u>	<u>Units/Hrs</u>	<u>Unit Cost</u>	<u>Cost</u>	<u>Total Cost</u>
Track Foreman	80	\$ 19.91	\$ 1,588.80	
RMO	100	\$ 17.70	\$ 1,770.00	
Track Labor	200	\$ 16.14	\$ 3,228.00	
Crane Operator	100	\$ 18.75	\$ 1,875.00	
STO	20	\$ 18.75	\$ 375.00	
Truck Driver	30	\$ 17.01	\$ 510.30	
B & B Foreman	48	\$ 19.31	\$ 926.88	
B & B Carpenter	190	\$ 17.79	\$ 3,380.10	
Signal Maintainer	24	\$ 19.83	\$ 476.92	
Welder Foreman	30	\$ 19.31	\$ 579.30	
Welder	30	\$ 17.77	\$ 533.10	
Sub-Total			\$14,812.20	
Labor Additive @127.04%			\$18,817.42	
Total Estimated Labor				\$33,629.62
<u>Material</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>	
Hy-Roll Rubber	80	\$ 175.00	\$15,750.00	
Roll - 136#	240	\$ 14.10	\$ 3,384.00	
Switch Ties - 8'	80	\$ 35.00	\$ 2,800.00	
Pendrol Plates	160	\$ 13.00	\$ 2,080.00	
Splice Bars	6	\$ 75.00	\$ 450.00	
Filter Fabric	1	\$ 400.00	\$ 400.00	
Drainage Material	1	\$ 300.00	\$ 300.00	
Granite Ballast	250	\$ 12.50	\$ 3,125.00	
Boutet Weld Kits	6	\$ 100.00	\$ 600.00	
Sub-Total			\$28,689.00	
Material Additive @ 15%			\$ 4,333.35	
Total Estimated Material				\$33,222.35
<u>Equipment</u>	<u>Units/Day</u>	<u>Unit Cost</u>	<u>Cost</u>	
Tamper	1.5	\$1,160.00	\$ 1,740.00	
Ballast Regulator	1.5	\$ 544.00	\$ 816.00	
Tie Crane	2	\$ 130.00	\$ 260.00	
Air Compressor	2	\$ 88.00	\$ 176.00	
Gang Truck	10	\$ 65.00	\$ 650.00	
Payloader	5	\$ 360.00	\$ 1,800.00	
Crane	3	\$1,130.00	\$ 3,390.00	
Total Estimated Equipment				\$ 8,632.00
United Rentals (barricades)				\$ 5,000.00
Sub-Total				\$80,683.97
Contingencies +/- 10%				\$ 8,068.40
Total Estimated Cost				\$88,752.37

This estimate provides no blacktopping cost. This work will be done by the City of Joliet's approved blacktoppers. This estimate provides the City of Joliet 50 hours of straight time flagging for paving contractor. This project will be billed on actual time and material.

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

Date November 6, 2001

Agreement # 966

The City Council for the City of Joliet
(Board or Council of City)

meeting on Nov. 6, 2001, Resolved to authorize City Clerk and City Manager
(Date) (Name, Office)

to act as its designated agent in the processing of this Stipulated agreement and
that the City of Joliet is financially willing and able to
(City)

bear the cost for the proposed improvements as may be assigned to it according
to Section 5 of this Agreement.

See attached Resolution No. 5012.

RESOLUTION NO. 5012

A RESOLUTION APPROVING A STIPULATED AGREEMENT WITH THE STATE OF ILLINOIS / ILLINOIS COMMERCE COMMISSION FOR THE IMPROVEMENTS TO THE CROSSING OF DIVISION STREET WITH THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

Whereas, the Mayor and City Council of the City of Joliet find it in the best interest of the City to enter into an Agreement with the State of Illinois / Illinois Commerce Commission for the improvements to the grade crossing of Division Street with the Elgin, Joliet and Eastern Railway Company.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby approve attached Stipulated Agreement with the State of Illinois / Illinois Commerce Commission for the improvements to the grade crossing of Division Street with the Elgin, Joliet and Eastern Railway Company.

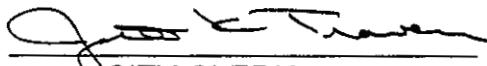
SECTION 2: The City Manager and City Clerk are hereby authorized to execute the Agreement on behalf of the City.

SECTION 3: This Resolution shall be in effect upon its passage.

PASSED this 6th day of November, 2001.



MAYOR



CITY CLERK

VOTING YES MAYOR SCHULTZ and COUNCILMEN BROPHY, GIARRANTE, HACKER, LEDESMA, SHETINA, TURK and UREMOVIC.

VOTING NO NONE.

ABSTAINING NONE. COUNCILMAN DORRIS (absent).