

STATE OF ILLINOIS



ILLINOIS COMMERCE COMMISSION TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Brian Vercruysse

Rail Safety Program Administrator

September 14, 2023

Ms. Diane Lewis
Manager of Public Projects
Wisconsin Central Ltd.
17641 S. Ashland Ave.
Homewood, IL 60430
Diane.lewis@cn.ca

Mr. Stephane B. Seck-Birhame, P.E., PTOE
Bureau Chief
Bureau of Safety Programs and Engineering
Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764
Attn: Bill Pearsall, P.E.
william.pearsall@illinois.gov

Shane Schneider, P.E., MBA
Director – Division of Transportation
County Engineer
Lake County
600 W. Winchester Rd.
Libertyville, IL 60048
Shane.Schneider@lakecountyil.gov

Dear Ms. Lewis, Messrs. Schneider and Seck-Birhame:

Enclosed are copies of Stipulated Agreement 2294 concerning roadway approach and crossing surface work at the North Avenue highway-rail grade crossing of the Wisconsin Central Ltd. (COMPANY) tracks in Antioch, Lake County, Illinois. (**AAR/DOT #689750R, railroad milepost 55.92-M, Waukesha Sub.**)

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement and return it to this office, or the terms of the agreement shall be renegotiated or declared void. Please read the entire agreement before execution. We urge all parties to act expeditiously in executing the agreement so that the Commission will be in a position to enter an Order in October.

Thank you for your prompt attention to this matter. If you have any questions, or need additional information, please contact me at (312) 636-7760 or Chris Murauski, Senior Railroad Safety Specialist, at (630) 947-6283, or Christopher.Murauski@illinois.gov.

Very truly yours,

A handwritten signature in cursive script that reads "Brian Vercruysse".

Brian Vercruysse
Rail Safety Program Administrator

DRAFT

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2294**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), the Wisconsin Central Ltd. (Company or Railroad), the County of Lake (County), and the State of Illinois, Department of Transportation (Department or IDOT).

WITNESSETH:

WHEREAS, it has come to the attention of the Commission that inquiry should be made into the matter of improving public safety to the crossing surface and highway approaches, including modifications to the sidewalk, median, curb and gutter, along with needed drainage and sewer modifications at the North Avenue highway-rail grade crossings of the Company's tracks on the Waukesha Subdivision near Antioch, Lake County, designated as crossing AAR/DOT #689750R, railroad milepost 55.92-M, respectively; and

WHEREAS, proper investigation has been made of the circumstances surrounding the conditions at the subject crossing by the Commission's Transportation Bureau Railroad Section with the Railroad and County; and

WHEREAS, the physical aspects, including train movements, vehicular traffic volume and other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvement to the crossing 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 a certain improvement as hereinafter stated be made and that the cost for the proposed improvement 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 improvements in the interest of public safety at the aforesaid crossing should be:

- a) Remove and replace the crossing surface with modifications to the rail elevations at the North Avenue crossing in Lake County, by the Company;
- b) Reconstruct the highway approaches to the crossing, including paving between the

tracks, along with modifications to the sidewalk, median, curb and gutter, drainage and sewer structures, including construction engineering, by the County.

Section 3 The County has prepared preliminary plans and a preliminary estimate to complete the reconstruction of the highway approaches, attached, and incorporated herein by reference as Exhibits B1 and B2.

The County and Company shall upon the issuance of a Commission Order, according to the requirements contained therein, coordinate and complete all work subject to this Agreement.

Section 4 The Company and County shall upon Order, according to the requirements contained therein, proceed toward replacement of the surface and reconstruction of the highway approaches and all other related work at the crossing subject of this Agreement, accomplishing the work with their own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be no later than November 22, 2023.

Section 5 The parties agree that an equitable division of cost for the proposed improvement is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	COMPANY	County
Engineering: development of contract plans and estimates for the reconstruction of the highway approaches.	\$40,000	\$0	100% \$40,000	\$0 ⁴
Remove and replace the crossing surface with modifications to the rail elevations.	No estimate required	\$0	(100%) No estimate required ²	\$0
Reconstruct the highway approaches including paving between the tracks along with modifications to the sidewalk, median, curb and gutter, drainage and sewer structures. [Includes construction engineering; roadway/crossing closure and detour during construction; and flagging costs above five (5) days.]	\$160,000	(100%) \$160,000 ¹	\$0 ³	\$0 ⁴
TOTALS	\$200,000	\$160,000¹	\$40,000	\$0⁴

Notes:

1. Total GCPF assistance not to exceed \$160,000; any such costs above the estimated amount of \$160,000 will be paid by the GCPF upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

2. Company responsible for all material, labor, equipment, and disposal costs associated with removal and replacement of the crossing surface at the subject crossing; Company responsible for all future maintenance costs associated with the new crossing surface and related work.
3. Company to waive fees associated with Contractor Right of Entry agreement. Company will provide five (5) days of railroad flagging at its cost; additional days of flagging protection will be reimbursed from the GCPF to the County.
4. County and its consultant to develop contract plans for construction, and the County to select a contractor to construct the project and perform construction engineering using internal forces. Company to reimburse County for development of contract plans.

Section 6 The engineering and all construction efforts by the County and Railroad shall be completed in a coordinated manner to limit the time the crossing is closed, and to ensure that the grades through the track superelevation and highway approaches provide suitable transitions.

Section 7 Special Provisions: Since the highway approach grade rehabilitation at the crossing will be performed by the County or its contractor, flagging and contractor liability insurance will be required for said work. Railroad flagging for the roadway work will be provided per Section 5. The County's Contractor shall provide liability insurance.

The County, if required by the Illinois Department of Transportation, shall submit detailed plans and estimates for the proposed approach improvements for review and approval to Illinois Department of Transportation, Region 1 Engineer, District 1 Attn: Engineer of Local Roads and Streets, 201 WEST CENTER COURT, SCHAUMBURG, ILLINOIS 60196.

The County shall submit to the Director of Processing and Information, Transportation Bureau of the Commission, a completion report when all work is complete.

All bills for work specified in Section 2 of this Agreement authorized for reimbursement from the GCPF shall be submitted to IDOT at the Central Office and/or District 1 as noted above per the direction of IDOT. 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 this 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 improvement 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 to the Department or the Department's representative. The minimum documentation that must be made available is outlined as follows:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on 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 project.
- e) Supervision - Copies of employee work hours charged to 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.
- k) Travel - Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 9 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by the Department prior to travel.

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 twenty-one (21) 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 14th day of September 2023.



Brian Vercruysse
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2294, executed by Commission Staff on September 14, 2023, concerning improving public safety by replacing the crossing surface at the North Avenue highway-rail grade crossing of the Company's tracks in Antioch, Lake County, Illinois, designated as crossing AAR/DOT #689750R, railroad milepost 55.92-M.

Executed by Lake County this _____ day of _____ 2023.

LAKE COUNTY

By: _____

Illinois Commerce Commission Stipulated Agreement 2294, executed by Commission Staff on September 14, 2023, concerning improving public safety by replacing the crossing surface at the North Avenue highway-rail grade crossing of the Company's tracks in Antioch, Lake County, Illinois, designated as crossing AAR/DOT #689750R, railroad milepost 55.92-M.

Executed by Wisconsin Central Ltd. this _____ day of _____ 2023.

Wisconsin Central Ltd.

By:_____

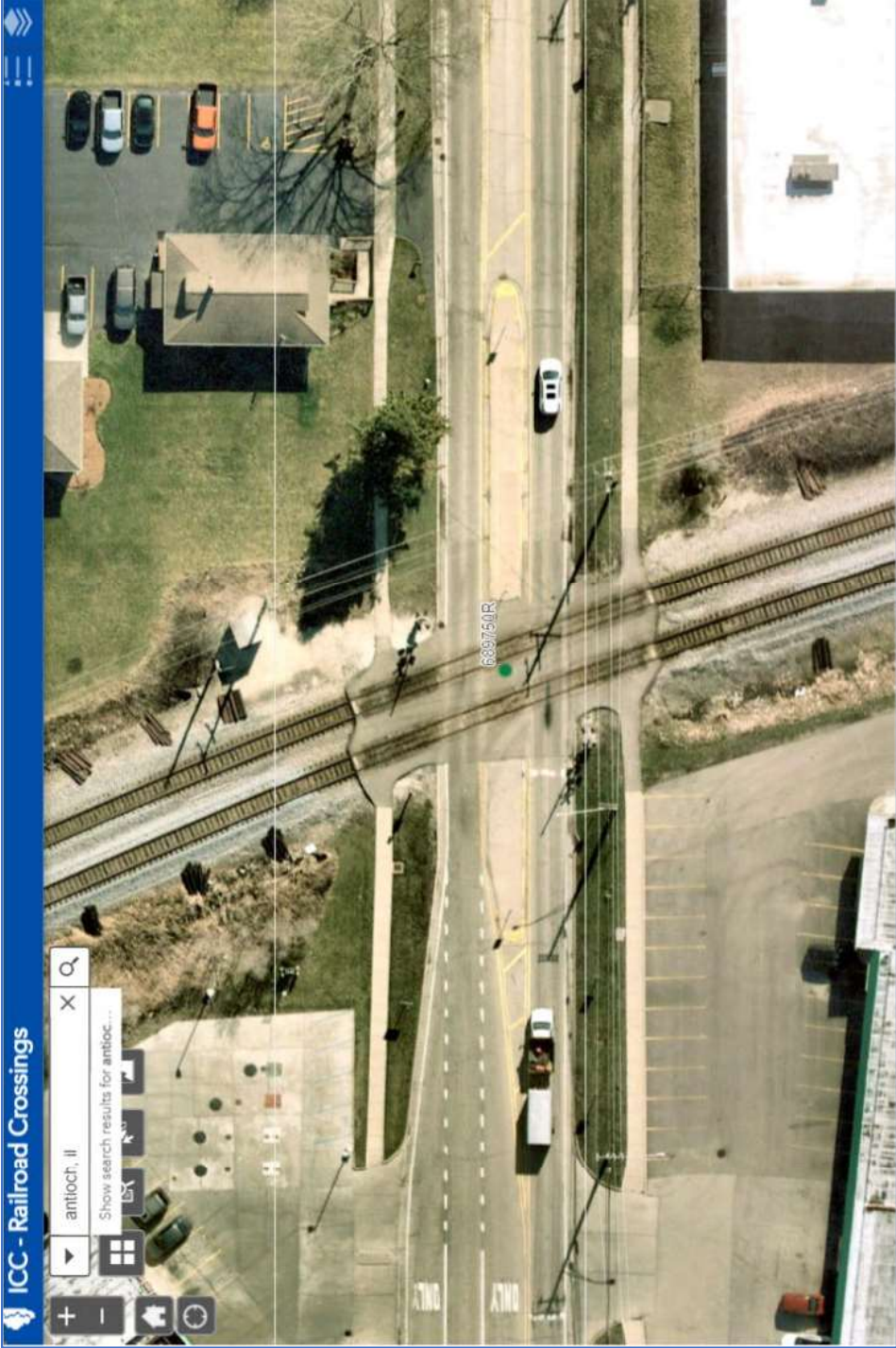
Illinois Commerce Commission Stipulated Agreement 2294, executed by Commission Staff on September 14, 2023, concerning improving public safety by replacing the crossing surface at the North Avenue highway-rail grade crossing of the Company's tracks in Antioch, Lake County, Illinois, designated as crossing AAR/DOT #689750R, railroad milepost 55.92-M.

Executed by the Illinois Department of Transportation this _____ day of _____ 2023.

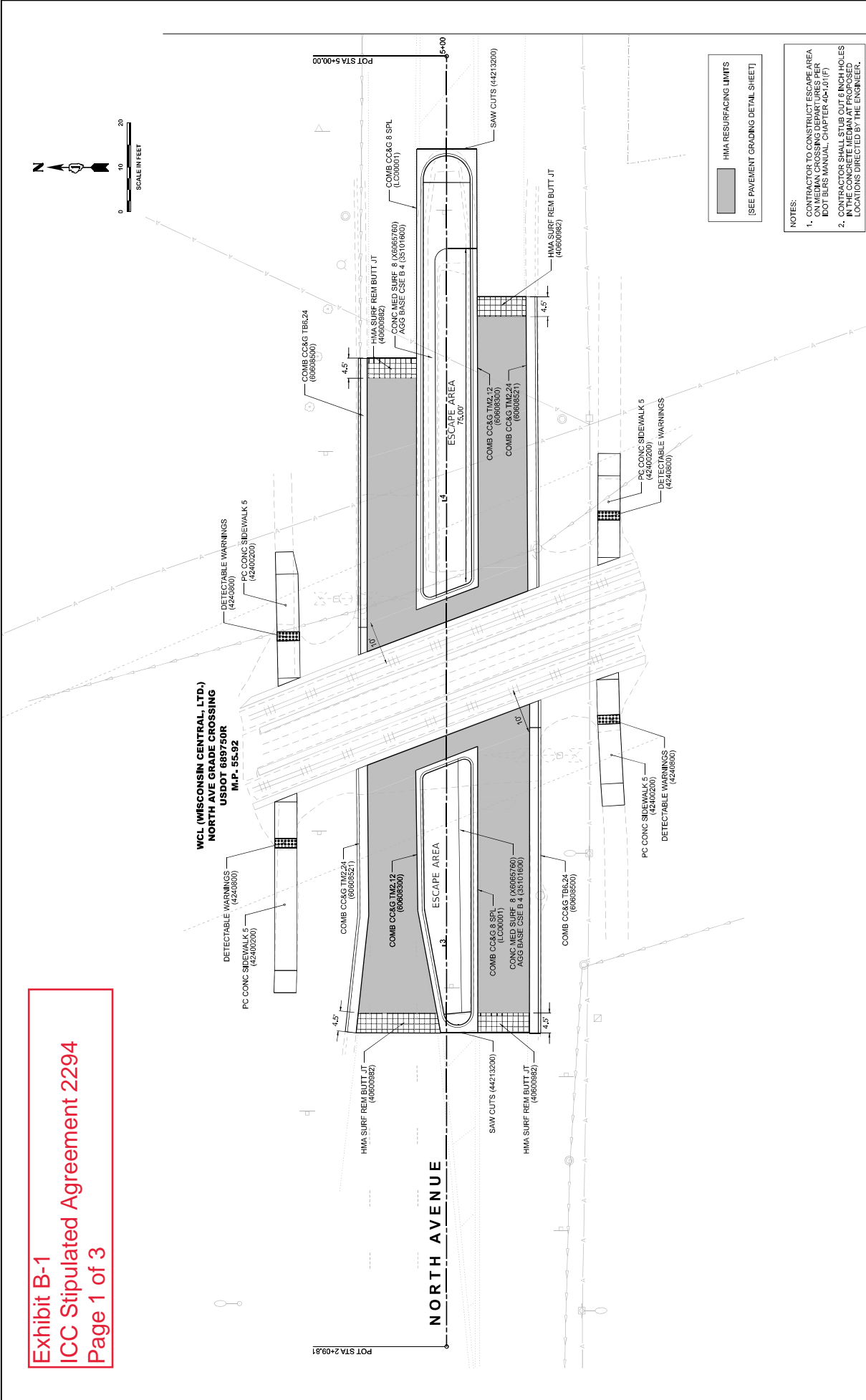
BUREAU OF SAFETY PROGRAMS
AND ENGINEERING
ILLINOIS DEPARTMENT OF
TRANSPORTATION

By: _____

ILLINOIS COMMERCE COMMISSION
 STIPULATED AGREEMENT 2294
 EXHIBIT A - CROSSING DATA FORM



Railroad	Wisconsin Central Limited
Milepost	55.92
ICC Line Code	M
Type	Public
Private Crossing-Public Access	Unk
Grade/Position	At Grade
County	Lake
City	ANTIOCH
In or Near	In
Township	ANTIOCH
Street	NORTH AVENUE
Highway	FAU172
Warning Device	Gates
RR Division	CHICAGO TERMIN
RR Subdivision	WAUKESHA
RR Branch	MAIN
Tracks-Main	2
Tracks-Other	0
Hwy Surface	Concrete
Trains-Total	40
Trains-Passenger	22
Passenger Train Type	Commuter
Train Speed-Timetable	50
Train Speed-Min	1
Train Speed-Max	50
Highway Speed	30
AADT	8,850
AADT Year	2019
Hwy Lanes	2



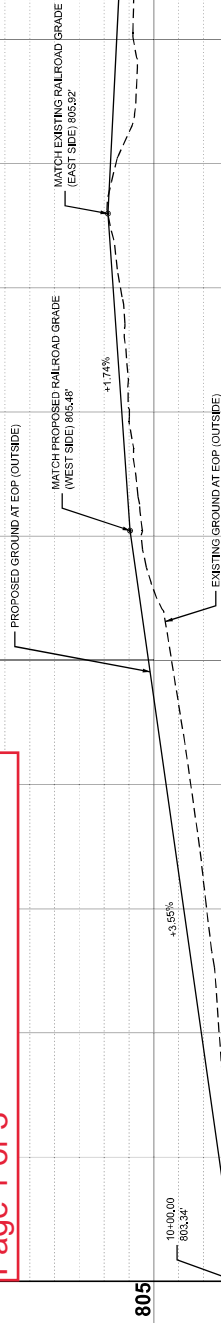
HMA RESURFACING LIMITS
[SEE PAVEMENT GRADING DETAIL SHEET]

NOTES:
1. CONTRACTOR TO CONSTRUCT ESCAPE AREA
ON MEDIAN CROSSING DEPARTURES PER
DOT BLS MANUAL, CHAPTER 4A-101(F)
2. CONTRACTOR SHALL STUB OUT 6 INCH HOLES
IN THE CONCRETE MEDIAN AT PROPOSED
LOCATIONS DIRECTED BY THE ENGINEER.

REVISIONS / REMARKS		DATE		BY		SURVEYOR		SHEET		SHEET'S	
DESCRIPTION		DATE		BY		SURVEYOR		SECTION		SECTION NUMBER	
		1/1		1/1		DISANG/LABONG		ROUTE <td colspan="2">8</td>		8	
PLOTTED BY:		1/1		1/1		BURNING		CH3		XX-00XXX-XX-XX	
FILE NAME: #FILE#										8	
										37	

Exhibit B-1
ICC Stipulated Agreement 2294
Page 1 of 3

OUTSIDE EDGE OF PAVEMENT
(WESTBOUND NORTH AVENUE)



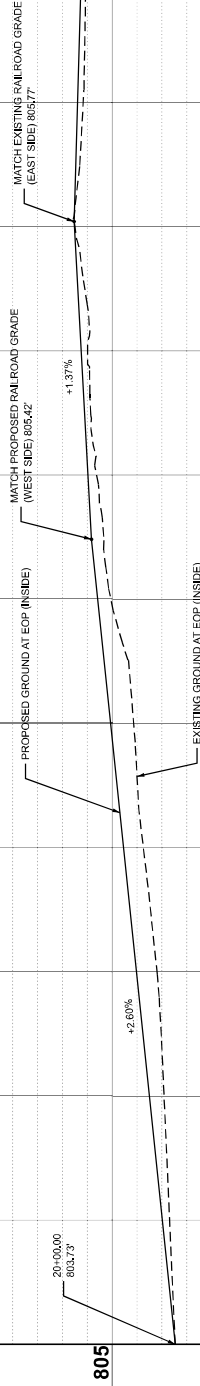
803.34
803.34
10+00

804.55
804.55
10+50

805.11
805.11
11+00

805.12
805.12
11+50

INSIDE EDGE OF PAVEMENT
(WESTBOUND NORTH AVENUE)



804.57
804.57
20+50

805.58
805.58
21+00

805.33
805.33
21+50

REVISIONS / REMARKS		DATE	BY	SCALE	DESCRIPTION	FILE NAME: #FILE#
NO.	DESCRIPTION	DATE	BY	SCALE	DESCRIPTION	FILE NAME: #FILE#
1	ISSUED FOR CONSTRUCTION	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'
2	PLOTTED BY	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'
3	ISSUED FOR CONSTRUCTION	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'
4	PLOTTED BY	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'
5	ISSUED FOR CONSTRUCTION	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'
6	PLOTTED BY	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'
7	ISSUED FOR CONSTRUCTION	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'
8	PLOTTED BY	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'
9	ISSUED FOR CONSTRUCTION	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'
10	PLOTTED BY	11/11/2020	11/11/2020	1"=40'	1"=40'	1"=40'



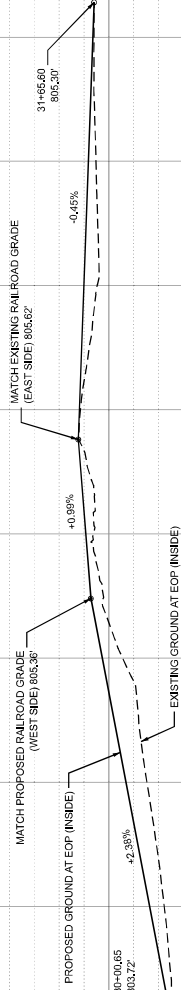
NORTH AVENUE RAILROAD CROSSING

ROADWAY PROFILES

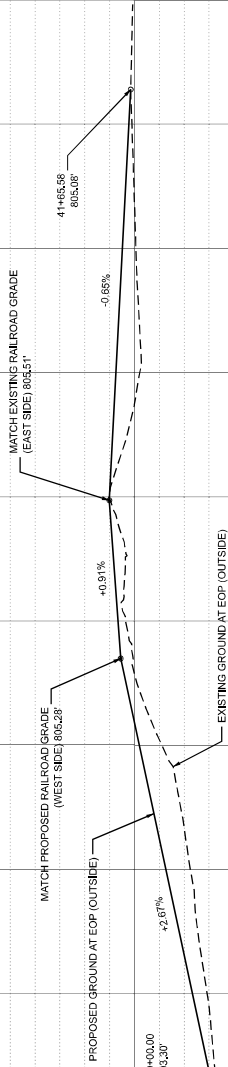
ROUTE	SECTION	SECTION NUMBER	SHEET	SHEETS
CH3	8	XX-00XXX-XX-XX	9	37

Exhibit B-1
ICC Stipulated Agreement 2294
Page 1 of 3

INSIDE EDGE OF PAVEMENT
(EASTBOUND NORTH AVENUE)



OUTSIDE EDGE OF PAVEMENT
(EASTBOUND NORTH AVENUE)



REVISIONS / REMARKS		CMT		Lake County Division of Transportation		NORTH AVENUE RAILROAD CROSSING		PROFILES		ROUTE	SECTION	SECTION NUMBER	SHEET	SHEETS	
DESCRIPTION		DATE		BY		SURVEYED		/ /		/ /		/ /		/ /	
NO.		/		/		/		/		/		/		/	
												</			



FILE NAME: #FILE#

Exhibit B-2: Preliminary Cost Estimate
ICC Stipulated Agreement 2294

Summary of Quantities Spreadsheet for IDOT BDE Projects (v3.0)				Open Main Menu		Total Cost with 0% Contingency		
North Avenue RR Crossing Contract No. 999999999 Pre-Final (09/06/2023)						\$116,672.50		
Specialty	SP	Code No.	Description	Unit	Quantity	Abbreviation	Unit Cost	Extension
Total Estimate \$160,000 \$116,672.50 + 43,327.50 (Contingency, railroad flagging)		20101400	NITROGEN FERTILIZER NUTRIENT	POUND	5	NITROGEN FERT NUTR	\$10.00	\$50
		20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	5	POTASSIUM FERT NUTR	\$10.00	\$50
		20400800	FURNISHED EXCAVATION	CU YD	10	FURNISHED EXCAVATION	\$35.00	\$350
		21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	98	TOPSOIL EXC & PLAC	\$50.00	\$4,900
		25000210	SEEDING, CLASS 2A	ACRE	0.1	SEEDING CL 2A	\$3,500.00	\$350
		25100630	EROSION CONTROL BLANKET	SQ YD	295	EROSION CONTR BLANKET	\$5.00	\$1,475
		28000400	PERIMETER EROSION BARRIER	FOOT	244	PERIMETER EROS BAR	\$4.00	\$976
		28000500	INLET AND PIPE PROTECTION	EACH	3	INLET & PIPE PROTECT	\$150.00	\$450
		35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	173	AGG BASE CSE B 4	\$12.00	\$2,076
		40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	321	BIT MATLS TACK CT	\$1.00	\$321
		40600901	HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), N70	TON	10	HMA BC HM N70	\$150.00	\$1,500
		40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	160	HMA SURF REM BUTT JT	\$15.00	\$2,400
		40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	30	HMA BC IL-19.0 N70	\$100.00	\$3,000
		40604012	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N70	TON	40	HMA SC IL-9.5FG D N70	\$100.00	\$4,000
		42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	800	PC CONC SIDEWALK 5	\$20.00	\$16,000
		42400800	DETECTABLE WARNINGS	SQ FT	40	DETECTABLE WARNINGS	\$50.00	\$2,000
		44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	370	HMA SURF REM 2	\$20.00	\$7,400
		44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	505	COMB CURB GUTTER REM	\$15.00	\$7,575
		44000600	SIDEWALK REMOVAL	SQ FT	494	SIDEWALK REM	\$1.50	\$741
		44003100	MEDIAN REMOVAL	SQ FT	1225	MEDIAN REMOVAL	\$1.50	\$1,838
		44213200	SAW CUTS	FOOT	369	SAW CUTS	\$8.00	\$2,952
		60260100	INLETS TO BE ADJUSTED	EACH	2	INLETS ADJUST	\$750.00	\$1,500
		60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	129	COMB CC&G TB6.24	\$65.00	\$8,385
		60608300	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	152	COMB CC&G TM2.12	\$45.00	\$6,840
		60608521	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.24	FOOT	146	COMB CC&G TM2.24	\$60.00	\$8,760
		78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	276	THPL PVT MK LTR & SYM	\$6.00	\$1,656
		78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	389	THPL PVT MK LINE 4	\$3.00	\$1,167
		78000300	THERMOPLASTIC PAVEMENT MARKING - LINE 5"	FOOT	174	THPL PVT MK LINE 5	\$3.00	\$522
		78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	206	THPL PVT MK LINE 6	\$3.00	\$618
		78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	22	THPL PVT MK LINE 12	\$5.00	\$110
		78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	22	THPL PVT MK LINE 24	\$8.00	\$176
		78011025	GROOVING FOR RECESSED PAVEMENT MARKING 5"	FOOT	389	GRV RCSD PVT MRKG 5	\$1.00	\$389
		78011030	GROOVING FOR RECESSED PAVEMENT MARKING 6"	FOOT	174	GRV RCSD PVT MRKG 6	\$1.00	\$174
		78011035	GROOVING FOR RECESSED PAVEMENT MARKING 7"	FOOT	206	GRV RCSD PVT MRKG 7	\$1.00	\$206
		78011065	GROOVING FOR RECESSED PAVEMENT MARKING 13"	FOOT	22	GRV RCSD PVT MRKG 13	\$2.00	\$44
		78011125	GROOVING FOR RECESSED PAVEMENT MARKING 25"	FOOT	22	GRV RCSD PVT MRKG 25	\$4.00	\$88
		LC00001	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-8.12 (SPL)	FOOT	196	COMB CC&G 8 SPL	\$45.00	\$8,820
	*	X0326806	WASHOUT BASIN	L SUM	1	WASHOUT BASIN	\$1,000.00	\$1,000
	*	X0605760	CONCRETE MEDIAN SURFACE, 8"	SQ FT	173	CONC MED SURF 8	\$18.00	\$3,114
	*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	TRAF CONT & PROT SPL	\$10,000.00	\$10,000
	*	X8140115	HANDHOLE TO BE ADJUSTED	EACH	1	HANDHOLE TO BE ADJUST	\$1,500.00	\$1,500
	*	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	DRAIN UTIL STR ADJ	\$600.00	\$1,200