

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, November 17, 2015

Presentation

2015 City of Moline Recycle Super Hero Awards (Doug House, Municipal Services General Manager)

Questions on the Agenda

Agenda Items

- 1. Surplus Property (Kim Hankins, Chief of Police/Public Safety Director)**
- 2. Sale of Depot (Maureen Riggs, City Attorney)**
- 3. Change Order – Bridge Maintenance (Scott Hinton, City Engineer)**
- 4. Change Order – Pump Station (Scott Hinton, City Engineer)**
- 5. Intergovernmental Agreement (Scott Hinton, City Engineer)**
- 6. Other**
- 7. Public Comment**

Explanation

- 1. A Resolution declaring the following Article 36 seized and forfeited vehicle as surplus property: 2001 Ford Taurus, VIN# 1FAFP55U11G172793. (Kim Hankins, Chief of Police/Public Safety Director)**

Explanation: Illinois State statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes and subsequently initiate forfeiture proceedings on those vehicles. The above vehicle has been forfeited to the police department, and City staff is requesting that it be declared as surplus property and disposed of by the Finance Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

Staff Recommendation: Approval
Fiscal Impact: Proceeds after costs are for use by the seizing law enforcement agency
Public Notice/Recording: N/A
Goals Impacted: None Identified

- 2. A Special Ordinance repealing the authority granted by Council Bill/Special Ordinance No. 4046-2012 for City staff to do all things necessary for relocation of the train depot located at 2021 River Drive, Moline, to Western Illinois University Quad Cities Campus; and authorizing the Mayor and City Clerk to execute documents necessary to sell and convey the train depot located at 2021 River Drive, Moline, to the State of Illinois Department of Transportation (IDOT) for the sum of \$500; and authorizing City staff to do all things necessary to complete the sale and conveyance of the train depot to IDOT. (Maureen Riggs, City Attorney)**

Explanation: Council Bill/Special Ordinance No. 4046-2012, adopted December 18, 2012, declared the City-owned real property located at 2021 River Drive, Moline, and the historic train depot located thereon, as surplus. The City was granted the authority to sell and convey the land to IDOT for the land's appraised value of \$140,500; the sale and conveyance did not include the transfer of the train depot (City retention value \$500). City staff was also authorized to do all things necessary to effect relocation of the train depot to the Western Illinois University Quad Cities Campus, as long as the relocation was funded solely by funds raised by the Moline Preservation Society and funds allocated by the State of Illinois. The City originally agreed to delay the sale of the building to IDOT in October 2012 (over 3 years ago) until the Spring of 2013 to arrange for the relocation of this building. Western Illinois University subsequently advised the parties it could not proceed in accepting the depot due to estimated renovation costs. The City therefore agrees to sell and convey the depot to IDOT and IDOT agrees to purchase same from the City for the sum of \$500. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$500 Revenue to the City
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City, A Great Place to Live

- 3. A Resolution authorizing approval of a Reconciliation Change Order with Civil Constructors, Inc. for Project #1228, 2015 Bridge Maintenance Repairs, in the amount of \$7,153.16. (Scott Hinton, City Engineer)**

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$7,153.16. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed. The change order increases the original contract value of \$338,735.00 by 2.1% to \$345,888.16. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$475,000.00 is budgeted in account #510-9965-438.08-20

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

4. A Resolution authorizing approval of a Reconciliation Change Order with Valley Construction Company for Project #1185, 64th Street Sanitary Sewer Pump Station, in the amount of \$394,289.34. (Scott Hinton, City Engineer)

Explanation: At the January 7, 2014 Committee-of-the-Whole meeting, Council approved a change of scope for Project #1185, 64th Street Sanitary Sewer Pump Station. This change was necessitated due to unforeseen subsurface soil conditions. Work on the project was completed in early 2014 and staff has agreed to final quantities with the contractor. In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$394,289.34. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed and includes the previously approved change of scope. The change order increases the original contract value of \$495,951.00 by 79.5% to \$890,240.34. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: Sufficient funds are available in the Case Creek Trails Bond issue.

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

5. A Resolution authorizing the Mayor and City Clerk to execute a Stipulated Agreement 1887 between the City of Moline and the Illinois Commerce Commission. (Scott Hinton, City Engineer)

Explanation: The Illinois Commerce Commission (ICC) and the Burlington Northern Sante Fe Railway Company desire to improve the 15th Street track crossing. The project will be partially funded with Grade Crossing Protection Funds (GCPF) allocated through the ICC. Use of the GCPFs requires that the City of Moline agree with the improvements since the crossing is located within the Moline corporate limits. There is no cost to the City of Moline. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: N/A

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities



Route: FAI 74
Section 81B
County: Rock Island

Project: Mississippi River Bridge
Job No. R-92-012-08
Parcel 2120806

Owner(s) of Real Property: The People of the State of Illinois, Department of Transportation

Location of Property: 2021 River Drive
Moline, Illinois 61265

Pursuant to 735 ILCS 30/10-5-15, the following has been prepared in order to fully inform you of the details of the reimbursement for the owner retention deduction in the acquisition dated April 30, 2013 as right of way for the proposed improvement of FAI Route 74. The legal descriptions of the parcels to be acquired are found on the attached instruments of conveyance.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total area 51,028 sq. ft., more or less,
(previously acquired on April 30, 2013)

Highest and best use: commercial

2. Land to be Acquired in Fee Simple:

New right of way -0- sq. ft.

Existing right of way (when applicable) -0- sq. ft.

Total right of way -0- sq. ft.

3. Improvements and/or Fixtures to be Acquired:

Includes one single story masonry commercial office building that is located on property previously
acquired by the State of Illinois Department of Transportation.

4. Compensation for Land Acquired in Fee Simple:

Fair market value of the <u> -0- </u> sq. ft. to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition.	<u> \$-0- </u>
Refund of Retention Value from April 30, 2013 acquisition	<u> \$500.00 </u>
Total compensation for permanent right of way acquired in fee simple.	<u> \$-0- </u>
Less cost of construction to be offset against total compensation.	<u> \$-0- </u>
Net compensation	<u> \$500.00 </u>

Benefits in the amount of \$NA have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation of the part acquired.

5. Compensation for Easements Including Any Damages or Benefits:

Permanent Easements- <u> NA </u> for <u> NA </u>	<u> \$-0- </u>
Sq. ft. (state purpose)	
Temporary Easements- <u> NA </u> for <u> NA </u>	<u> \$-0- </u>
sq. ft. (state purpose)	
Total compensation for easements (when applicable)	<u> \$-0- </u>

6. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (sum of 4+5) \$500.00

7. Personal Property (Not Being Acquired) located on the Proposed Right of Way:

 NA

You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

Improvement	Owner-Retention Value
<u> NA </u>	<u> \$NA </u>

Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any state highway. Mr. LaFever will be happy to furnish information for your use in applying for a permit if one is needed.

Paul A. Loetex
Deputy Director of Highways
Region Two Engineer

On behalf of the Illinois Department of Transportation, Division of Highways, and as outlined in the above summary, I hereby offer you the sum of \$500.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.

If the above offer is over \$250,000.00, it is contingent on the Illinois Department of Transportation adhering to 30 ILCS 105/9.02 which requires specific contracting authority for all procurement contracts in the amount of \$250,000.00 or more.



Realty Specialist

NOVEMBER 06, 2015

Date

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1228

Description: 2015 Bridge Maintenance Repairs

Contractor : Civil Constructors, Inc.

Date : 11/06/15

Change Order No. : 1 and FINAL

Sheet 1 of 1

CONTRACT	
Original Contract	\$338,735.00
Changes To-Date	\$7,153.16
Adjusted Contract	\$345,888.16
% Change	2.1%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		UTILITY TAX					
	1	PORTLAND CEMENT CEMENT CONCRETE SIDEWALK 4 INCH	35.43	SF	\$12.00	\$425.16	
	2	SIDEWALK REMOVAL	35.43	SF	\$10.00	\$354.30	
	3	CONCRETE REMOVAL	0	LS	\$11,500.00		
	4	FURNISHING AND ERECTING STRUCTURAL STEEL	0	LS	\$250.00		
	5	PREFORMED JOINT SEAL 2 1/2"	-40.85	LF	\$75.00		(\$3,063.75)
	6	PREFORMED JOINT SEAL 4"	2.9	LF	\$95.00	\$275.50	
	7	PREFORMED JOINT STRIP SEAL	0.81	LF	\$210.00	\$170.10	
	8	ELASTOMERIC BEARING ASSEMBLY, TYPE I	0	EA	\$925.00		
	9	ELASTOMERIC BEARING ASSEMBLY, TYPE II	0	EA	\$1,475.00		
	10	ANCHOR BOLTS, 3/4"	0	EA	\$60.00		
	11	CONCRETE SEALER	-44.44	SF	\$1.75		(\$77.77)
	12	POLYMER CONCRETE	-2.5	CF	\$775.00		(\$1,937.50)
	13	JACK AND REMOVE EXISTING BEARINGS	0	EA	\$950.00		
	14	CLEAN AND PAINT STRUCTURAL STEEL	200.72	SF	\$23.00	\$4,616.56	
	15	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES	0	LS	\$9,000.00		
	16	STRUCTURAL REPAIR OF CONCRETE (DEPTH = TO OR LESS THAN 5")	-24.68	SF	\$125.00		(\$3,085.00)
	17	CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES	0	LS	\$9,000.00		
	18	IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE), TEST LEVEL 2	0	EA	\$2,750.00		
	19	IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE), TEST LEVEL 2	0	EA	\$275.00		
	20	TEMPORARY CONCRETE BARRIER	0	LF	\$28.00		
	21	RELOCATE TEMPORARY CONCRETE BARRIER	0	LF	\$6.00		
	22	TRAFFIC CONTROL AND PROTECTION, LOCATION 1	0	LS	\$2,000.00		
	23	TRAFFIC CONTROL AND PROTECTION, LOCATION 2	0	LS	\$10,000.00		
	24	APPROACH SLAB REPAIR (PARTIOAL DEPTH)	5.15	SY	\$475.00	\$2,446.25	
	25	EXPANSION DEVICE REMOVAL	5.7	LF	\$25.00	\$142.50	
	26	PIN AND LINK PLATE REPLACEMENT	0	EA	\$16,500.00		
	27	TEMPORARY SUPPORT SYSTEM	0	LS	\$6,500.00		
	* 28	Extra working hours on Arsenal Bridge	1	LS	\$1,966.37	\$1,966.37	
	* 29	Material cost because of change in work scope	1	LS	\$113.69	\$113.69	
	* 30	Replacement of missing guide angle at Pier 6	1	LS	\$688.00	\$688.00	
	* 31	West abutment soft seal	48.25	LF	\$75.00	\$3,618.75	
	* 32	Bond reimbursement	1	LS	\$500.00	\$500.00	

* Denotes new item added to contract					
revious Changes =	Total Changes To-Date =	\$7,153.16	Totals	\$15,317.18	(\$8,164.02)
			Net Change	\$7,153.16	

REASON FOR CHANGE

- 1-27 Adjustments to final quantities are based off of field measurements
- *28 Added cost due to access on bridge during QC marathon
- *29 & 31 Material costs and new price to replace a portion of line 5 above
- *30 Replacement of missing guide angle that rusted away since last inspection
- *32 Reimbursement due to changes in state policy

CHANGE ORDER APPROVAL

Contractor: _____

Date: _____

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : **1185**

Description: **64th Street Sanitary Sewer
Pump Station**

Contractor : **Valley Construction**

Date : **10/29/15**

Change Order No. : **1 and FINAL**

Sheet **1** of **1**

WORK DAYS		CONTRACT	
Contract		Original Contract	\$495,951.00
Changes		Changes To-Date	\$394,289.34
Adjusted		Adjusted Contract	\$890,240.34
% Change			79.5%

* Item	Description	Quantity	Unit	Price	Addition	Deduction
CAPITAL IMPROVEMENT FUNDS						
1	SANITARY PUMPING STATION COMPLETE	0	EA	\$120,000.00		
2	SANITARY SEWER 8"	25	LF	\$95.00	\$2,375.00	
3	SANITARY SEWER 12"	43	LF	\$98.00	\$4,214.00	
4	SANITARY SEWER 8" FORCE MAIN	70.4	LF	\$48.00	\$3,379.20	
5	SANITARY SEWER 8" FORCE MAIN IN CASING	-300	LF	\$44.00		(\$13,200.00)
6	SANITARY SEWER SERVICE 6"	0	LF	\$125.00		
7	STEEL CASING 16" DRILLED OR PUSHED	-300	LF	\$320.00		(\$96,000.00)
8	MH TA SAN 4' DIA T1 F CL	1	EA	\$2,900.00	\$2,900.00	
9	FORCE MAIN ACCESS MANHOLE	0	EA	\$5,500.00		
10	11.25 BEND DI MJ 8"	-1	EA	\$280.00		(\$280.00)
11	45 BEND DI MJ 8"	2	EA	\$280.00	\$560.00	
12	PLUG 8"	0	EA	\$90.00		
13	PLUG 12"	0	EA	\$200.00		
14	CAP DI MJ 8"	0	EA	\$170.00		
15	TEE DI MJ 12"X6"	0	EA	\$1,100.00		
16	CRUSHED STRONE TRENCH FOUNDATION	81.5	CY	\$50.00	\$4,075.00	
17	TREE REMOVAL	6.3	UNIT	\$45.00	\$283.50	
18	TEMPORARY HMA SURFACING	460	SY	\$30.00	\$13,800.00	
19	DRIVEWAY PAVEMENT REMOVAL	87.1	SY	\$10.00	\$871.00	
20	PCC DRIVEWAY PAVEMENT 7"	4.6	SY	\$90.00	\$414.00	
21	AGG SURFACE COURSE TA 8"	160.1	SY	\$12.00	\$1,921.20	
22	TRENCH BACKFILL	341.6	CY	\$30.00	\$10,248.00	
23	SEEDING SPECIAL COMPLETE	1855.3	SY	\$9.00	\$16,697.70	
24	ROCK EXCAVATION	-91.9	CY	\$20.00		(\$1,838.00)
25	TRAFFIC CONTROL COMPLETE	0	LS	\$8,800.00		
26	A2006514 TREE (SWAMP WHITE OAK)	0	EA	\$400.00		
*	F/A for Casing Under I-280	1	LSUM	\$349,592.08	\$349,592.08	
*	F/A for Casing Under I-280 (Change of Methods)	1	LSUM	\$36,546.70	\$36,546.70	
*	F/A for Casing Under I-280 (Bore Pits)	1	LSUM	\$38,113.74	\$38,113.74	
*	Replace Storm Sewer @ South Shore Drive	1	LSUM	\$19,616.22	\$19,616.22	

* Denotes new item added to contract		Totals	\$505,607.34	(\$111,318.00)
Previous Changes =	Total Changes To-Date = \$394,289.34	Net Change	\$394,289.34	

REASON FOR CHANGE

- 1-4,6,8-26 - Adjustments to final quantities are based off of field measurements
- 5 & 7 - Eliminated 16" casing plan
- 27-29 - Change in casing plan's costs including 8" pipe and additional air release valve cost
- 30 - Replaced storm sewer and headwall @ South Shore Drive

CHANGE ORDER APPROVAL

Contractor: Donald S. King

Date: 11/9/15

STATE OF ILLINOIS



ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Michael E. Stead

Rail Safety Program Administrator

November 3, 2015

Mr. Calvin Nutt
Manager Public Projects
BNSF Railway Company
80 44th Avenue
Minneapolis, MN 55421

Mr. Salmon O. Danmole, P.E.
Acting Engineer of Local Roads and Streets
Illinois Department of Transportation
2300 S. Dirksen Parkway, Room 205
Springfield, IL 62764
Attn: Gregory S. Lupton, P.E.

Mr. Scott Raes, Mayor
City of Moline
619 16th Street
Moline, IL 61265

Messrs. Nutt, Danmole and Raes:

Enclosed is a copy of Stipulated Agreement 1887 concerning renewal of the surface at the 15th Street (**AAR/DOT #604314S, railroad milepost 249.93**) highway-rail grade crossing of the BNSF Railway Company's track, located in Moline, Rock Island County, Illinois.

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 within 60 days from the date of mailing 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. In addition, BNSF Railway Company must submit Project Manager Information (see Exhibit 1 of the agreement) at the same time as the Execution page. We urge all parties to act expeditiously in executing the agreement so that the Commission will be in a position to enter an early Order in this matter. Thank you for your prompt attention to this matter.

If you have any questions, or need additional information, please contact John R. Saladino, Rail Safety Specialist, at (217) 785-8423, or jsaladino@icc.illinois.gov.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Michael E. Stead".

Michael E. Stead
Rail Safety Program Administrator

Enclosure

cc: Paul Nowicki, BNSF
DSD

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 1887**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), BNSF Railway Company (Company), City of Moline (City), and the State of Illinois, Department of Transportation (Department or IDOT).

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through application for assistance from the Grade Crossing Protection Fund that inquiry should be made into the matter of improving public safety at the 15th Street (AAR/DOT #604314S, railroad milepost 249.93) highway-rail grade crossing with the Company's track in the City of Moline, Rock Island County; and

WHEREAS, proper investigation has been made of the circumstances surrounding the proposed improvement at the subject crossing by a representative of the Commission's Transportation Bureau Railroad Section; 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 – Crossing Surface Renewal, 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 improvement in the interest of public safety at the aforesaid crossing should be:

- (a) Installation of a new concrete surface at the 15th Street crossing in Moline, by the Company.

[Note: The crossing surface improvement shall be constructed in accordance with the minimum requirements of 92 Ill. Adm. Code 1535.203 and 1535.207 (Exhibit C). See Section 7 "Special Provisions" for specifications pertaining to placement of the hot-mix bituminous roadway approach transitions.]

Section 3 The Company has prepared a preliminary cost estimate for renewal of the surface at the aforesaid crossing, which may be required by Commission Order. The estimate is attached and incorporated herein by reference as Exhibit B.

The Company shall upon the issuance of a Commission Order, according to the requirements contained therein, prepare and schedule for renewal of the surface at the crossing subject of this Agreement.

The Company shall upon Order, according to the requirements contained therein, prepare and submit a copy of a detailed traffic detour plan and proposed project schedule to the City of Moline for approval. Submission of the detour plan and project schedule information shall be no later than sixty (60) calendar days prior to the scheduled date for the commencement of construction activities.

The City of Moline shall provide notice (via phone, electronic mail, standard mail, or fax) to the Commission within fifteen (15) calendar days after receipt of the Company's traffic detour plan and proposed project schedule. The notice shall indicate roadway authority approval or disapproval of the traffic detour plan and project schedule for the proposed improvement.

Section 4 BNSF Railway Company shall upon Order, according to the requirements contained therein, proceed toward renewal of the surface at the crossing subject of this Agreement, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvement should be no later than nine (9) 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 improvement is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	COMPANY
Materials to Install New Crossing Surface	\$66,943	(100%) \$66,943	(0%) \$0
Labor to Install New Crossing Surface	\$27,613	(0%) \$0	(100%) \$27,613
TOTALS	\$94,556	\$66,943¹	\$27,613²

Notes:

1. Total GCPF assistance for material, contract paving and traffic control costs not to exceed \$66,943; any such costs above the estimated amount of \$66,943 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 labor costs associated with the installation of new surface at the subject crossing; Company responsible for all future maintenance costs associated with the new crossing surface.

Section 6 The City of Moline is not required to pay any portion of the cost for the proposed improvement.

Section 7 Special Provisions: In the event the surface renewal at the subject crossing will be performed, in part, by a contractor, flagging or contractor liability insurance will be required for the work.

The hot-mix bituminous roadway approach transitions shall be placed by a qualified asphalt paving contractor using accepted roadway paving practices and equipment for producing a smooth and durable asphalt pavement. The hot-mix bituminous material shall be produced by an IDOT approved plant and shall utilize a current IDOT approved surface mix design for the roadway wearing surface. Where multiple paving layers are placed due to a significant track raise, binder mix produced by an IDOT approved plant and utilizing a current IDOT approved mix design may be used for the lower layer(s), if desired. Each paving layer shall be compacted with a self-propelled roller with a minimum of 3 passes.

The Company shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibit 1, along with this executed Agreement.

All signage shall conform to the requirements and specifications of 92 Ill. Adm. Code 1535 and the Manual on Uniform Traffic Control Devices (MUTCD).

The Company shall, at three (3) 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 1, 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 number and railroad milepost), 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 1, 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 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.

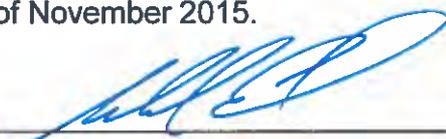
Section 8 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available to the Department or the Department's representative. The minimum documentation that must be made available is outlined as follows:

- a) 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.
- b) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- c) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
- d) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- e) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.

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 3rd day of November 2015.



Michael E. Stead
Rail Safety Program Administrator

Attest:



John R. Saladino
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement 1887, executed by Commission Staff on November 3, 2015 concerning a surface improvement at the 15th Street (AAR/DOT #604314S, railroad milepost 249.93) highway-rail grade crossing of BNSF Railway Company's track in Moline, Rock Island County, Illinois.

Executed by the City of Moline this ____ day of _____ 2015.

CITY OF MOLINE

By: _____

Attest:

ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION

PROJECT STATUS REPORT:

TYPE: (CHECK ONE)

PROGRESS	<input type="checkbox"/>
COMPLETION	<input type="checkbox"/>

DATE	<input type="text"/>
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PROJECT INFORMATION:

Reporting Party:	
Docket/Order #; Date:	
Status Report (s) Due:	Within 3 Months and 6 Months from Order Date
Ordered Completion Date:	9 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	
Street, (in/near) City, County:	
Railroad Company:	

PROJECT MANAGER INFORMATION:

Name:	
Title:	
Representing:	
Street Address:	
City, State, Zip:	
Office Phone:	
Office Fax:	
Cellular Phone:	
E-Mail Address:	

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

- Install new concrete surface at the BNSF highway-rail grade crossing at 15th Street in Moline.

STATUS OF WORK:

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the Rail Safety Section or the Director of Processing and Information, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact: John R. Saladino, Rail Safety Specialist
Phone: (217) 785-8423
Email: jsaladino@icc.illinois.gov

A Form 3 can be obtained from the Illinois Commerce Commission by calling (217) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for Grade Crossing Protection Fund reimbursement is:

SIGNAL WORK

Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
2300 South Dirksen Parkway
Springfield, Illinois 62764

APPROACH/BRIDGE WORK

IDOT, District ##
Address

Copies of the United States Department of Transportation Inventory Form #6180.71 can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

<p>Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 RsisRXIupdates@dot.gov</p>	<p><u>And</u></p>	<p>Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov</p>
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**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION:

RAILROAD	BNSF Railway Company
USDOT#, MILEPOST	DOT 604314S – milepost 249.93
STREET, CITY, COUNTY	15 th Street, Moline, Rock Island County
JURISDICTION (RDWY)	City
LOCATION	Urban
STREET SURFACE	2 Lanes bituminous surface (NW/SE)

CROSSING DATA:

TRACK	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
Main (NE/SW)	Rubber with Timber extension	Approx. 66 Ft	Fair – Poor

ROADWAY DATA:

INTERSECTING ROADS:	4 th Ave., 48 Ft. Southeast; 3 rd Ave., 138 Ft. Northwest
TRAFFIC CONTROL	Traffic Signals at 4 th ; Stop sign on 3 rd
ADT	3,100 Vehicles Per Day
TRAFFIC TYPE	TYPES: Passenger, School Busses, Hazardous Materials, and Emergency Response
ADVANCE WARNING	Unk
PAVEMENT MARKING	Yes

RAILROAD DATA:

FREIGHT TRAFFIC	2 trains per day @ 25 MPH
PASSENGER TRAFFIC	
WARNING DEVICES	Cantilevered Automatic Flashing Light Signals and Gates
OTHER	

NOTES:

AUTHORITY FOR EXPENDITURE

Exhibit B

LOCATION : MOLINE	LINE SEGMENT : 7	AFE NUMBER :
PLANITEM NUMBER : 228167000	MILEPOST : 249.93	RFA NUMBER : 5904016
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : CH	CPAR NUMBER : C0000009
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : BARSTOW-ROCK ISLAND	BUDGET YEAR : 2016
JOINT FACILITY : ICC	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : IL	REPORTING OFFICE : 724
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - CHE DIV BARSTOW-ROCK ISLAND SUB LS 7 MP 249.93 - DOT #604314S - 100% BILLABLE TO ICC - CROSSING SURFACE RENEWAL AS PART OF THE ICC FY16 SURFACE REPLACEMENT PROGRAM.
 PRIMARY FUNDING SOURCE IS FHWA

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
228167000	7	249.93	249.93	S	MOLINE	MOLINE	PUBLIC IMPROVEMENT PROJECT	2016

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	26,676	26,676
MATERIAL COSTS	0	0	0	0	58,706	58,706
OTHER COSTS	0	0	0	0	9,174	9,174
TOTALS	0	0	0	0	94,556	94,556

SYSTEM MAINTENANCE AND PLANNING
 ESTIMATE REF. NUMBER: 5904016
 COSTING DATE: 01/01/2016

PRINTED ON: 09/29/2015
 ESTIMATED BY: Savard
 PRINTED BY: Savard

Section 1535.203 Construction and Maintenance of Grade Crossing

Every grade crossing shall be constructed and maintained in such manner that it will not interfere with the reasonably safe use of the roadway when traveled in the usual and ordinary manner. The surface of the roadway shall reasonably conform to the elevation of the rails for the entire area between rails and between tracks (where track centers are 15 feet or less) and for a distance of 24 inches beyond the outside of the outer rails of the outer tracks. In situations where super-elevation of rails through the crossing makes a reasonably smooth continuous surface impractical, the surface of the roadway in the crossing area shall be made as smooth as practicable, consistent with the safe operation of trains on the railroad tracks in accordance with Section 18c-7401(2) of the Law. Any crossing hereafter constructed or reconstructed shall conform to the width of the roadway and shall include a reasonable width of usable shoulder, but in no case shall the width be less than 16 feet measured at right angles to the center line of the highway unless the Commission specifically authorizes a lesser width. At crossings where there are sidewalks, either the crossing proper shall include the sidewalk areas or separate sidewalk crossings of a width consistent with that of the sidewalk approaches shall be provided conforming with provisions of this Section as to surface.

Section 1535.207 Adjustment of Crossings and Approaches

- a) Where tracks are raised through a highway crossing at the rail carrier's instance and the approach grades to the crossing conformed to the requirements of Section 1535.204 prior to the track raise, the rail carrier shall resurface or arrange for the resurfacing of the highway approaches to meet the elevation of the raised crossing surface, so that the change in grade does not exceed 1% greater than the pre-existing grade on primary highways with a maximum authorized speed in excess of 30 miles per hour, or 2% greater than the pre-existing grade on all other highways with a maximum authorized speed of 30 miles per hour or less. Where more than one track crosses a highway with 15 feet or less between the centerline of one track and the centerline of an adjacent track, the rail carrier shall adjust all tracks so that they conform with the requirements of Section 1535.203.
- b) Where tracks are raised through a highway crossing at the rail carrier's instance, and the approach grades to the crossing did not conform to the requirements of Section 1535.204 prior to the track raise, and the track raise increases the grades by more than 1%, it shall be the responsibility of the rail carrier to resurface, or to arrange for the resurfacing of, the highway approaches within a distance of 25 feet from the centerline of the outermost track, to minimize the change in grade to the extent practicable within the 25 feet.
- c) It shall be the responsibility of the highway authority to make arrangements with the respective rail carriers for the necessary track, crossing warning signs and signals, and/or crossing surface adjustments where vertical and/or horizontal adjustments are made to the approaches of a grade crossing at the highway authority's instance (whether by reconstruction, resurfacing, or widening). The rail carrier shall, at the sole cost and expense of the highway authority, adjust the track, crossing warning signs and signals, and/or crossing surfaces to conform to Sections 1535.203, 1535.300(b), 1535.335, and 1535.360(a), as applicable, and the highway authority shall, at its own expense, perform all necessary approach work to comply with Section 1535.204.