

State Park Road @ Wisconsin & Southern RR Co.; Crossing Replacement: Letter of Agreement

Accounts Payable (1) cert.
Transportation (2) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
REGULAR SEPTEMBER, A.D. 2007 SESSION
SEPTEMBER 11, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the execution of a Letter of Agreement between Lake County and the Wisconsin & Southern Railroad Company for the improvement of the railroad grade crossing surface at State Park Road. This resolution also appropriates \$90,000.00 of Matching Tax funds and \$50,000.00 of Motor Fuel Tax funds for this improvement and designated as Section 07-00098-05-RR.

WE RECOMMEND adoption of this Resolution.

	Aye	Nay		Aye	Nay
<i>Anna O'Keefe</i> ✓	_____	_____	<i>[Signature]</i> X	_____	_____
Chair			Chair		
<i>Dund S.</i> ✓	_____	_____	<i>Ann Fleming</i> ✓	_____	_____
Vice-Chair			Vice-Chair		
<i>Ann B. Mair</i> ✓	_____	_____	<i>Dund S.</i> ✓	_____	_____
<i>[Signature]</i> ✓	_____	_____	<i>[Signature]</i> X	_____	_____
<i>Michael A. Collett</i> ✓	_____	_____	<i>Coral Calabrese</i> X	_____	_____
<i>[Signature]</i> ✓	_____	_____	<i>Anna O'Keefe</i>	_____	_____
<i>[Signature]</i> ✓	_____	_____	<i>[Signature]</i>	_____	_____
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, State Park Road (*County Highway 10*) from US Rte. 12 to the Lake/McHenry county line is a designated highway on the county highway system; and

WHEREAS, the free flow of traffic along State Park Road from US Rte. 12 to the Lake/McHenry county line is beneficial to the safety and welfare of the motoring public; and

WHEREAS, the railroad crossing of the Wisconsin & Southern Railroad Company at State Park Road has reached the end of its useful service life; and

WHEREAS, Lake County and the Wisconsin & Southern Railroad Company are desirous of entering into a Letter of Agreement for the replacement of said railroad crossing, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County are authorized and are hereby directed to execute a Letter of Agreement between Lake County and the Wisconsin & Southern Railroad Company providing the terms and conditions for the replacement of the railroad crossing at State Park Road. The County Engineer shall transmit, in writing, the final Letter of Agreement to be executed by the Chair of the County Board and the County Clerk.

BE IT FURTHER RESOLVED, that there is hereby appropriated \$90,000.00 of Matching Tax funds and \$50,000.00 of Motor Fuel Tax funds for this improvement designated as Section 07-00098-05-RR.

Dated at Waukegan, Illinois
this 11th day of September 2007

**LETTER OF AGREEMENT
BETWEEN THE COUNTY OF LAKE AND
THE WISCONSIN & SOUTHERN RAILROAD COMPANY
FOR THE IMPROVEMENT OF THE RAILROAD CROSSING
AT STATE PARK ROAD; CROSSING DOT #386 459A**

WITNESSETH

WHEREAS, the Wisconsin & Southern Railroad Company (hereinafter referred to as the W&S) and the County of Lake, Illinois (hereinafter referred to as the COUNTY) are desirous to enter into a joint proposal for the improvement of the W&S's railroad crossing at State Park Road (County Highway 10); and,

WHEREAS, said crossing's federal identification number is DOT #386 459A; and,

WHEREAS, said improvement as hereinafter described will be permanent in nature and be of mutual benefit to the W&S and the COUNTY;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the W&S do hereby enter into the following:

1. The W&S agrees to be responsible for the following items:
 - a.) To provide all necessary labor, materials and equipment to remove the existing crossing surface material at no cost to the COUNTY.
 - b.) To repair the existing tracks as necessary and to adjust the existing tracks as necessary to a finished profile elevation which is mutually acceptable to the W&S and the COUNTY. This work shall be performed at no cost to the COUNTY.
 - c.) To provide and install a eighty-six (86) linear foot full-depth concrete crossing surface, all necessary installation hardware and all appurtenances thereto needed to install said full-depth concrete crossing surface. The type of the full-depth concrete crossing surface shall be as specified by the W&S. The estimated cost for said full-depth concrete crossing surface is **\$1250.00** per linear foot.
 - d.) To provide all of the necessary labor and equipment to install the eighty-six (86) linear foot full-depth concrete crossing surface. The costs for said labor and equipment shall be at no cost to the COUNTY.
 - e.) To provide, or cause to be provided, the necessary traffic control, detour signage and barricades for the closure of State Park Road at the crossing for a five (5) calendar day period to allow for the installation of the full-depth concrete crossing surface and

the construction of the roadway asphalt paving of the approaches for State Park Road. To pay fifty percent (50%) of the costs for the said traffic control, detour signage and barricades. The total cost for said traffic control, detour signage and barricades is estimated to be **\$10,000**. The cost to the W&S for said traffic control, detour signage and barricades is, then, estimated to be **\$5,000**.

- f.) To construct, or cause to be constructed, the roadway asphalt paving for the approaches on State Park Road. Said asphalt paving for the approaches shall be performed to the satisfaction of the COUNTY's County Engineer.
 - g.) To provide the necessary flagging personnel ("flagmen") during the construction as heretofore described. Said flagging personnel shall be provided at no cost to the COUNTY.
 - h.) Upon completion of the installation of the full-depth concrete crossing surface and all associated work, to maintain the tracks, the concrete crossing surface, ties and ballast and all other associated items at no expense to the COUNTY.
 - i.) To notify the COUNTY's County Engineer a minimum of three (3) weeks prior to the date of the closing of State Park Road.
2. The COUNTY agrees to be responsible for the following items:
- a.) To prepare the necessary detour plan for the closure of State Park Road at the crossing for the five (5) calendar day period and to submit the detour plan to the W&S. Said detour plan shall be prepared at no cost to the W&S.
 - b.) Upon completion of the installation of the full-depth concrete crossing surface and the roadway asphalt paving for the approaches on State Park Road, to install as needed the appropriate permanent roadway traffic control signage and pavement markings. This work shall be performed at no cost to the W&S.
 - c.) To reimburse the W&S for one-hundred percent (100%) of the direct costs of the eighty-six (86) linear foot full-depth concrete crossing surface inclusive of the necessary installation hardware. The estimated cost to the COUNTY for said full-depth concrete crossing surface and installation hardware is estimated to be **\$107,355.00**.
 - d.) To reimburse the W&S for fifty percent (50%) of all actual direct costs for the traffic control, detour signage and barricades as heretofore described. The cost to the COUNTY for said traffic control, detour signage and barricades is estimated to be **\$5,000.00**.
 - e.) To reimburse the W&S for one-hundred percent (100%) of all direct costs for the roadway asphalt paving for the approaches on State Park Road. The cost to the

COUNTY for said roadway asphalt paving for the approaches on State Park Road is estimated to be **\$15,400.00**. Total Reimbursable Costs to the County under this AGREEMENT shall not exceed \$130,000.

- f.) Reimbursement from the COUNTY to the W&S shall be made upon receipt of invoices sent to the COUNTY's County Engineer. Said invoices shall fully document all costs that are to be reimbursed.

ACCEPTANCE BY
THE WISCONSIN & SOUTHERN
RAILWAY COMPANY

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

Date: _____

ATTEST:

COUNTY OF LAKE

By: _____

(Seal)

BY: _____
Chair, Lake County Board

RECOMMENDED FOR EXECUTION:

Martin G. Buehler, P.E.
Director of Transportation/
County Engineer