

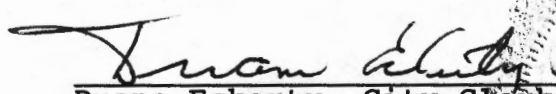
RESOLUTION NO. 7576-R53

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH THE
NORFOLK AND WESTERN RAILWAY COMPANY
AND THE WABASH RAILROAD COMPANY
FOR THE ABANDONMENT AND RESTORATION
OF 2.3 MILES OF TRACK WITHIN THE
CITY OF URBANA

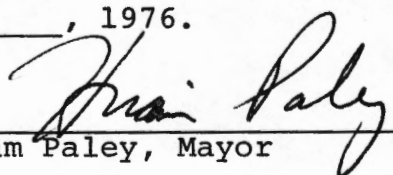
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS:


That the Mayor of the City of Urbana, Illinois,
is hereby and herewith authorized to execute on
behalf of the City an agreement with the Norfolk
and Western Railway Company and the Wabash Railroad
Company, the general terms of said agreement, a
draft of which is attached hereto and hereby
incorporated by reference, are essentially the same
as those in the attached draft. Said authority
to execute is granted notwithstanding the fact
that the final agreement between said parties may
not contain exactly the same terminology, language
or engineering specifications as that presently
contained in the proposed draft.

PASSED by the City Council of the City of Urbana, Illinois,
this 17th day of May, 1976.


Duane Eckerty, City Clerk

APPROVED by the Mayor of the City of Urbana, Illinois,
this 18th day of May, 1976.


Hiram Paley, Mayor



NW

Norfolk and Western Railway Company
Law Department
1667 Railway Exchange Building
Saint Louis, Missouri 63101

R. T. Sample
Senior General Solicitor
R. J. Cooney
Senior General Attorney
J. B. McCloskey
Assistant General Solicitor

August 10, 1976

The Honorable Hiram Paley
Mayor of the City of Urbana
400 South Vine Street
Urbana, Illinois 61801

RE: Urbana, Illinois -- Trackage Rights.

Dear Mayor Paley:

I am enclosing herewith five original counterparts of the construction agreement for this project. As you will note, the counterparts have been executed by the Norfolk and Western. You have previously executed the NW counterpart, but the remaining counterparts still need to be executed.

~~After execution by the City,~~ please forward all counterparts to Robert Schmidt of IDOT for his handling.

By copy of this letter, I am asking Mr. Schmidt to forward all counterparts, except one to be held by the Department, to me for final distribution.

Very truly yours,


Robert J. Cooney

RJC:EJV
Encls.

cc- Mr. Robert Schmidt
Engineer of Construction
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

Mr. Robert W. Orr
Assistant Vice President-Contracts
Consolidated Rail Corporation
Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

OFFICE OF MAYOR
CITY OF URBANA, ILL.
RECEIVED
AUG 13 1976

Mailed Back
Aug - 13-76

AGREEMENT between CONSOLIDATED RAIL CORPORATION, hereinafter referred to as "ConRail", the NORFOLK AND WESTERN RAILWAY COMPANY and WABASH RAILROAD COMPANY, hereinafter collectively referred to as "Norfolk", the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as "State", the CITY OF URBANA, hereinafter referred to as "City".

W I T N E S S E T H

WHEREAS, ConRail, organized pursuant to the Regional Rail Reorganization Act of 1973, is the owner of a line of railroad between Champaign, Illinois-State Street Connection (M.P. 118.5) and Urbana, Illinois-Main Street Connection (M.P. 115.4); and

WHEREAS, in the interest of public safety and convenience, the parties propose the abandonment of approximately 2.9 miles of Norfolk's Champaign Branch and the construction of approximately 1,930 feet of track to connect Norfolk's and ConRail's tracks in the City of Urbana, Illinois, along with necessary grade crossings, grade crossing protection, signals, communication and other railroad work substantially as shown on the print attached hereto as Exhibit I; and

WHEREAS, the proposed abandonment, construction and related work, hereinafter referred to as "Project", shall be financed in part with funds as made available by the Federal Highway Safety Act of 1973; and

WHEREAS, the approval of the Illinois Commerce Commission is required for the new grade crossing and crossing protection as herein proposed;

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein expressed, the parties hereto do covenant and agree as follows:

Section 1. The City and Norfolk shall secure or cause to be secured all the rights-of-way required for or incident to the Project.

Section 2. The preliminary and detailed plans, estimates of cost, specifications and special provisions for the Project shall be prepared by or for

Original Signatures
Copy to Mayor's Office 7-2-76.
B.

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Norfolk and ConRail at Project expense; and all said plans, estimates, specifications and special provisions affecting the interest of the City or State shall be subject to the approval of the City and/or State, as the case may be.

Section 3. No changes shall be made on any approved plans, specifications or special provisions by any party hereto without the consent in writing of the other parties.

Section 4. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

(I) WORK BY THE CITY

The City shall furnish or cause to be furnished at Project expense all the labor, materials and work equipment required to perform and complete grading and restoration of streets at 26 grade crossings. The estimated cost of the City's work as set forth herein is \$11,700.00 as shown on the estimate attached hereto and made a part hereof.

(II) WORK BY NORFOLK

Norfolk shall furnish or cause to be furnished at Project expense all the labor, materials and work equipment required to perform and complete:

- (a) preparation of plans and estimates as set forth in Section 2 hereof for items hereinafter specified.
- (b) extension of track No. 6102 approximately 1,150 feet to north side of Main Street.
- (c) installation of Main Street crossing and crossing protection.
- (d) relocation of Washington Street crossing protection.
- (e) removal of 2.9 miles main and 0.6 mile side track.
- (f) removal of 26 street crossings.

- (g) removal of Vine Street bridge and Race Street culvert.
- (h) subballast, seeding, grading, relocation of signal and communication lines and all other incidental work necessary to complete the items herein specified.

The estimated cost of Norfolk's work as set forth herein is \$213,386.00 as shown on the estimate attached hereto and made a part hereof.

(III) WORK BY CONRAIL

ConRail shall furnish or cause to be furnished at Project expense all the labor, materials and work equipment required to perform and complete:

- (a) preparation of plans and estimates as set forth in Section 2 hereof for items hereinafter specified.
- (b) construction of 780 feet of track from main line to connect with Norfolk extension at north side of Main Street.
- (c) rehabilitation of 3,550 feet of main line track 82 and 1,280 feet of track 212 to provide joint use of tracks at Urbana, Illinois.
- (d) subballast, seeding, grading and all other incidental work necessary to complete the items herein specified.

The estimated cost of ConRail's work as set forth herein is \$142,314.00 as shown on the estimate attached hereto and made a part hereof.

Section 5. Norfolk, ConRail and the City will provide at Project expense the necessary construction engineering and inspection for carrying out its respective work as herein set forth.

Section 6. Norfolk and ConRail agree to indemnify the State and City against and save them harmless from loss and damage to property and injury to or death of any person or persons, and from court costs and attorney fees

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and expenses incident thereto, arising out of the work to be performed hereunder by Norfolk or ConRail and caused by the sole negligence of Norfolk or ConRail, as the case may be or any contractor for Norfolk or ConRail or their respective officers, agents or employees.

Section 7. The City shall require its contractor (or contractors) before entering upon Norfolk's or ConRail's rights-of-way for performance of any crossing restoration or work preparatory thereto, to secure permission from the authorized representative of Norfolk or ConRail for the occupancy and use of Norfolk's or ConRail's rights-of-way and to confer with them relative to the requirements for railroad operation and general safety regulations. To permit making such field inspections as may be required, the City shall notify Norfolk's Regional Engineer at St. Louis, Missouri, and ConRail's Regional Engineer at Indianapolis, Indiana, of the dates on which the City's forces will be engaged in performing work at the site of the Project.

Section 8. The safety and continuity of operation of the traffic of the Norfolk and ConRail shall be at times protected and safeguarded, and the City shall require its contractor (or contractors) to perform the work accordingly. Whenever the work may affect the safety of trains, the method of doing such work shall first be submitted to Norfolk's or ConRail's authorized representative for their approval, without which it shall not be commenced or prosecuted. The approval of Norfolk's or ConRail's authorized representative shall not be considered as a release from responsibility or liability for any damage which Norfolk or ConRail may suffer or for which it may be held liable by the acts of the contractor or those of his subcontractor, or his or their employees.

Section 9. The City shall require its contractor (or contractors) upon the completion of the work of such contractor (or contractors) to remove from within the limits of Norfolk's and ConRail's rights-of-way all machinery,

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equipment, surplus materials, falsework or rubbish of such contractor (or contractors) and to leave the rights-of-way upon which the said contractor (or contractors) carried on operations in a neat condition, satisfactory to Norfolk's and ConRail's authorized representative.

Section 10. When the construction of this project is completed, Norfolk and ConRail shall each own and maintain, at its expense, the track each has constructed, and Norfolk shall own and maintain the flashing light signals located at the Main Street and the Washington Street grade crossings.

Section 11. The Project, as set forth in Section 4 is estimated to cost \$367,400.00. The cost and expense of said Project is to be apportioned as follows:

- (a) to the State - 90%, but not to exceed \$234,364.00;
- (b) to the Illinois Grade Crossing Protection Fund - all crossing, crossing protection, crossing removals, and street restoration costs;
- (c) to the City - 50% of the Project costs not borne by the State or the Illinois Grade Crossing Protection Fund;
- (d) to Norfolk - 50% of the Project costs not borne by the State or the Illinois Grade Crossing Protection Fund.

Section 12. Norfolk, ConRail and City shall keep an accurate and detailed account of the actual cost and expense as incurred by each, or for its account, in the performance of the work it herein agrees to perform.

ConRail, for the performance of its work outlined in Section 4 (III) hereof, may bill the State monthly (in sets of six) for the costs and expenses it has incurred. These progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

Norfolk and ConRail, upon the completion of their work, shall each render to the State a detailed statement (in sets of six) of the actual cost and expense

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as incurred by it for its account. After the State and the City representatives have checked the progressive invoices and the final statement and they have agreed with ConRail representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the State shall promptly reimburse ConRail for ninety-five (95) per cent of the amount agreed upon; such reimbursements, however, are subject to the provisions of Section 13 hereof. After the Federal representatives have audited the expenses as incurred by ConRail, including such items of expense as may have been suspended from any previous payment for determination of the expenses eligible for Federal reimbursement, a final settlement of the account shall be promptly concluded by the parties hereto.

Norfolk, after completion of the Project, shall be reimbursed for the performance of its work outlined in Section 4 (II) hereof. After the Federal, State and City representatives have checked and/or audited Norfolk's final statement of expenses incurred by Norfolk and they have agreed with Norfolk's representatives that the expenses are eligible for reimbursement, a final settlement of the account shall be promptly concluded by the parties hereto on the following basis, subject to the terms set forth in Section 11:

- (a) State shall pay to Norfolk 90% of the cost of the Project, not to exceed \$234,364.00 (from Federal funds), plus all of the funds ordered by the Illinois Commerce Commission to be paid from the Illinois Grade Protection Fund, less any payment made to ConRail as hereof set forth;
- (b) City shall pay to Norfolk 50% of the cost of the Project, not borne by the State from Federal funds or the Illinois Grade Crossing Protection Fund, less any expense incurred by City in performance of the work set out in Section 4 (I) hereof.

Section 13. It is understood and agreed that the Project herein contemplated is to be partially financed from funds appropriated by the Federal Government and expended under Federal regulations. All agreements, plans, estimates, specifications, award of contracts, acceptance of work, and procedure in general are subject to the Federal laws, rules, regulations, orders and approvals applying to it as a Federal project; and the State will reimburse Norfolk and ConRail, as hereinbefore provided, for only such items of work and expense and in such amounts and forms as are proper and eligible for payment from Federal funds and which have received approval by proper Federal authorities.

Section 14. In compliance with the Federal-Aid Highway Program Manual Volume 6, Chapter 6, Section 2, issued April 25, 1975, and supplements, which determines (among other things) the railway benefit and liability, the construction of the Project as herein proposed is considered as a benefit to Norfolk, and contribution by Norfolk is required as herein provided.

Section 15. In the event that delays or difficulties arise in securing Federal approval or Illinois Commerce Commission authorization of Illinois Grade Crossing Protection Fund participation, in acquiring rights-of-way, in settling damages or damage claims, or for any other cause which in the opinion of any of the parties render it impracticable to proceed with the construction of the Project, then at any time before a construction contract is executed or actual construction is started, pursuant to proper Federal approval or authority, such party may serve notice of cancellation upon the other parties, and this agreement shall thereupon become null and void.

Section 16. This agreement shall become effective only after its approval by the Illinois Commerce Commission.

Section 17. This agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in five (5) counterparts, each of which shall be considered an original, by their proper officers thereunto duly authorized, as of the dates below indicated.

Executed by ConRail

this 28th day of April, 1976

ATTEST:

[Signature]
Secretary

Executed by Norfolk

this _____ day of _____, 1976

ATTEST:

Executed by Wabash

this _____ day of _____, 1976

ATTEST:

Executed by the State

this _____ day of _____, 1976

ATTEST:

Executed by the City

this 2nd day of July, 1976

ATTEST:

[Signature]

att.

CONSOLIDATED RAIL CORPORATION

By [Signature]

NORFOLK AND WESTERN RAILWAY COMPANY

By _____

WABASH RAILROAD COMPANY

By _____

STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION

By _____

CITY OF URBANA, ILLINOIS

By [Signature]

CHAMPAIGN-URBANA, ILLINOIS
pg. 10

CHAMPAIGN-URBANA, ILLINOIS

PROPOSED N&W OPERATION OVER CONRAIL TRACKAGE
(Removal of N&W Main Track M.P. 0.11-2.86)

COST ESTIMATE - SUMMARY

I. Work By City:

a. Restore Pavement at Crossings (26) \$ 11,700.

II. Work By N&W:

a. Remove Crossings (26) 4,600.

b. Remove Track (2.75 Miles M.T. & 0.15 Miles S.T.)

Remove Track & Turnouts	\$ 40,950.	
Signal & Communication Work	7,500.	
S&C (Bill By I.C.G.-Interlocking)	2,000.	
Gross Cost of Removal	\$ 50,450.	
Salvage - Scrap Track Materials	Cr. 39,000.	
Salvage - Fit Turnout	Cr. 1,500.	
Net Cost	\$ 9,950.	9,950.

c. Remove Bridges (#462 3/4, #464 & #471)

Gross Cost of Removals	\$ 12,400.	
Salvage Credit (Steel)	Cr. 11,200.	
Net Cost	\$ 1,200.	1,200.

d. Construct Crossing at Main Street (Excluding Trackwork) 8,200.

e. Construct Track (1150 ft. - End of Track
at Solo Cup to North Side Main Street)

Engineering	\$ 1,278.	
Direct Labor	8,844.	
Materials	16,724.	
Miscellaneous Expense	700.	
Additives (L&M)	9,247.	
Contingencies	3,619.	
Total Cost (e)	\$ 40,412	40,412.

f. Contract Work (Connection at Solo Cup -
Grading, Drainage, Seeding, Sub-Ballast, etc.)

Grading 9000 C.Y. @ \$3.00	\$ 27,000.	
Pipe - 18" Dia. 80 L.F. @ \$15.00	1,200.	
Sub-Ballast 560 T. @ \$5.50	3,080.	
Seeding L.S.	500.	
Contingencies	3,220.	
Total Cost (f)	\$ 35,000.	35,000.

g. Engineering for Contract Work (By N&W)

Engineering	\$ 1,750.	
Additives	1,000.	
Total Cost (g)	<u>\$ 2,750.</u>	\$ 2,750.

h. Crossing Protection Work

(1) Main Street - Install FLS	\$ 14,092.	
(2) Washington Street - Relocate FLS from Main Street to Solo Track - Convert to Cantilevered Signals	19,718.	
(3) Green, Main, Broadway, Goodwin & Race Streets - Remove FLS; Retire N&W Circuitry at University-Lincoln	10,227.	
(4) Wright Street - Relocate FLS	1,837.	
(5) Poplar, Washington, 4th & 5th Streets - Relocate FLS	7,400.	
(6) Market Street - Convert FLS to Island Circuitry	2,000.	
Total Cost (h)	<u>\$ 55,274.</u>	<u>55,274.</u>
TOTAL COST - WORK BY N&W		\$157,386.

III. Work By ConRail:

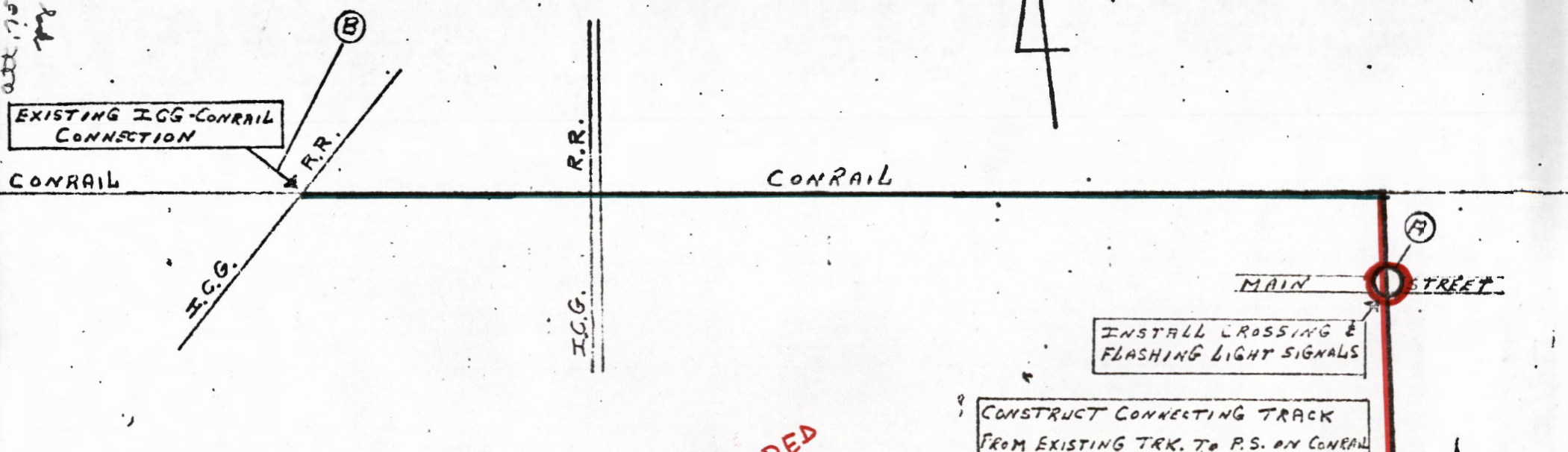
a. Track Connection at Solo Cup	\$ 65,447.	
b. Install Crossover and Upgrade Tracks #82 and #114	<u>76,867.</u>	
TOTAL COST - WORK BY CONRAIL		142,314.

IV. Right-of-Way Acquisition:

(By City & N&W)	<u>56,000.</u>	
TOTAL COST OF PROJECT		\$367,400.

Office of Regional Engineer
St. Louis, Missouri
May 4, 1976 .

att. 7576-RS
pg. 12



WASHINGTON STREET - GOODWIN AVENUE



GREEN STREET - MAIN STREET - RACE STREET -
BROADWAY STREET - WRIGHT STREET -
FIFTH STREET - WASHINGTON STREET
MARKET STREET



LINCOLN AVENUE










VINE STREET



COTTAGE GROVE AVENUE - OREGON STREET -
JOHNSON AVENUE - CALIFORNIA STREET -
ILLINOIS STREET - HIGH STREET -
ANDERSON STREET - ELM STREET -
GROVE STREET - CENTRAL AVENUE -
ORCHARD STREET - COLER AVENUE -
BASEY AVENUE - MATHEWS AVENUE -
ROMINE STREET - FOURTH STREET -
POPLAR STREET - CHAMPAIGN STREET

CONSOLIDATED RAIL CORP.
SOUTHERN REGION
P&E DIVISION
URBANA - CHAMPAIGN, ILLINOIS
NEW OPERATION OVER CONRAIL
CONTRACT DEPT. - APRIL 1, 1976

LEGEND:

-  TO BE INSTALLED
-  JOINT TRACKAGE
-  TO BE REMOVED
-  CROSS-BUCK SIGNS
-  AUTOMATIC FLASHING LIGHT SIGNALS
-  AUTOMATIC FLASHING LIGHT SIGNALS GATES
-  GRADE SEPARATION