

RESOLUTION No. 06-01-2013

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SANTAQUIN CITY AND UTAH COUNTY REGARDING THE ESTABLISHMENT OF A RAILROAD QUIET ZONE

WHEREAS, Santaquin and the County each own or maintain one or more public roadways crossing railroad tracks, or include properties within their corporate boundaries that contain at least one private crossing of the railroad corridor; and

WHEREAS, the City of Santaquin and Utah County desire to enter into an agreement to establish a railroad quiet zone consistent with the provisions of 49 CFR Part 222 ("Quiet Zone") wherein trains using the corridor will not be required to routinely sound locomotive horns as they approach the crossings; and

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-1 et seq. ("the Act"), authorizes political subdivisions of the state to enter into agreements in order to cooperate in accomplishing such purposes;

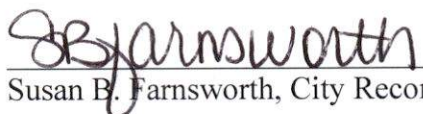
NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:

1. The Santaquin City Council approves and authorizes the Mayor to execute the Interlocal Cooperation Agreement between Utah County and Santaquin City for the creation of a quiet zone, a copy of which interlocal agreement is attached hereto as Exhibit A and incorporated herein.
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 12 day of June, 2013.


James E. DeGraffenried, Mayor

ATTEST:


Susan B. Farnsworth, City Recorder



**A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN UTAH COUNTY AND SANTAQUIN CITY REGARDING THE
ESTABLISHMENT OF A RAILROAD QUIET ZONE**

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., 1953 as amended, any two or more public agencies, as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Board of County Commissioners of Utah County, Utah has determined that it is in the public interest and welfare of the residents of Utah County that Utah County engage in a cooperative effort with Santaquin City regarding the establishment of a railroad quiet zone; and

WHEREAS, the Interlocal Cooperation Agreement has been prepared for approval and execution by and between Utah County and Santaquin City for that purpose,

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Utah County, Utah, that the Interlocal Cooperation Agreement Between Utah County and Santaquin City, as attached hereto, is hereby accepted and approved by the Board of County Commissioners of Utah County, Utah and the Chair of the Board of County Commissioners of Utah County, Utah, is authorized to execute and the County Clerk/Auditor to attest to the execution of said Interlocal Cooperation Agreement for and on behalf of Utah County.

This Resolution shall take effect immediately upon its approval and adoption by the Board of

County Commissioners of Utah County, Utah.

APPROVED AND ADOPTED this 16th day of July 2013.

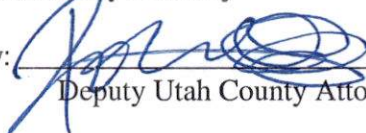
BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: 
DOUG WITNEY, Chairman

ATTEST:
Bryan E. Thompson
Utah County Clerk/Auditor

By: 
Deputy

APPROVED AS TO FORM:
Timothy L. Taylor
Utah County Attorney

By: 
Deputy Utah County Attorney

AGREEMENT NO. 1202-496

**INTERLOCAL COOPERATION AGREEMENT
REGARDING CREATION OF A QUIET ZONE**

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into this 12 day of June, 2013, by and between Santaquin City, a fifth class city of the State of Utah, (hereinafter referred to as "Santaquin"), and Utah County, a County of the State of Utah (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, both Santaquin and the County are political subdivisions of the State of Utah; and

WHEREAS, Santaquin and the County each own or maintain one or more public roadways crossing the railroad tracks, or contain at least one private crossing of the railroad corridor within their corporate boundaries, and desire to provide that trains using the corridor will not be required to routinely sound locomotive horns as they approach the crossings; and

WHEREAS, Santaquin and the County desire to establish a quiet zone consistent with the provisions of 49 CFR Part 222 ("Quiet Zone") and the County desires to hereby authorize and delegate to Santaquin authority to take such actions as are necessary to establish a Quiet Zone as required by law; and

WHEREAS, Santaquin is willing to act as the delegated authority for itself and the County under the Federal Railroad Administrative ("FRA") Regulations for the purpose of collecting information from the Cities and preparing a Notice of Intent ("NOI") and a Notice of Establishment ("NOE") for the Quiet Zone, all in accordance with the provisions as set forth in this Agreement; and

WHEREAS, such agreements are authorized and provided for by the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-1 et seq., ("the Act"); and

WHEREAS, the governing body of each of the parties has by resolution agreed to adopt this Agreement for the provision of establishing a quiet zone;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement ("Agreement") shall become effective and shall enter into force, within the meaning of the Act, upon approval and execution hereof by the governing bodies of Santaquin and the County and shall continue for a period of fifty (50) years from the effective date hereof, or until terminated as provided herein.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

Santaquin and the County neither contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. However, the parties agree that Santaquin shall serve as the administrator of this Agreement.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES

3.1 This Interlocal Cooperation Agreement is entered into to establish a quiet zone consistent with the provisions of 49 CFR Part 222, which quiet zone shall include that portion of the railroad corridor, together with the public and private crossings, as described in the map that is attached hereto as Exhibit A.

3.2 Santaquin shall act as the delegated authority for itself and the County under the Federal Railroad Administrative ("FRA") Regulations for the purpose of collecting information and preparing a Notice of Intent ("NOI") and a Notice of Establishment ("NOE") for the Quiet Zone.

3.3 Santaquin is hereby authorized to take the following actions on behalf of the parties:

3.3.1 To receive certain grade crossing inventory forms that provide traffic volume and other information regarding those streets or private crossings located within the proposed Quiet Zone. Santaquin shall obtain the initial traffic count information from Union Pacific Railroad. Each of the parties shall be responsible for additional information called for by the grade crossing inventory forms. The County hereby agrees to take all actions that are necessary to ensure that the complete, current and accurate grade crossing inventory forms are filed with Santaquin in a timely manner in order to allow preparation of the NOI and the NOE and to make any filings required by law.

3.3.2 To obtain complete, current and accurate grade crossing inventory forms, which must be provided to Santaquin for all crossings (public, private and pedestrian) within the proposed Quiet Zone. The parties hereby agree, throughout the duration of the Quiet Zone to be established by the FRA to update the grade crossing inventory forms within 90 days of the completion of changes to crossings to reflect the current conditions at each crossing within their respective boundaries.

3.3.3 To enter into a written agreement with Union Pacific Railroad pursuant to which Union Pacific Railroad will agree to (i) assist Santaquin and the County in establishing the

Quiet Zone, (ii) permit the installation of certain required safety measures at grade crossings, and (iii) provide technical assistance with respect to establishing a Quiet Zone and filing an application therefor.

3.3.4 To receive and forward to Union Pacific Railroad grade crossing inventory forms from each of the Parties as part of establishing the Quiet Zone in accordance with 49 CFR Part 222. Santaquin either already has, or will in the future, with Union Pacific Railroad's assistance, prepare and provide an NOI to UDOT as the State agency responsible for highway and road safety, and as the State agency responsible for grade crossing safety, to all railroads operating over the public highway rail grade crossings within the proposed Quiet Zone, including but not limited to, the Union Pacific Railroad. Santaquin and the County will cooperate as necessary to enable Santaquin to prepare and deliver the NOI according to the requirements of 49 CFR Section 222.43(b).

3.3.5 Santaquin will compile any comments received from UDOT and the railroads in response to the NOI and will review such comments with Union Pacific Railroad and the County.

3.3.6 Subject to Union Pacific Railroad and the County performing their obligations under any agreements with Santaquin, Santaquin will provide an NOE to all railroads operating over the public highway rail grade crossings within the proposed Quiet Zone, to the County, to land owners having control over any private crossings within the proposed Quiet Zone, to UDOT as the State agency responsible for highway and road safety and grade crossing safety, and to the FRA Associate Administrator. The purpose of the NOE will be to formally advise affected parties that the Quiet Zone is being established.

3.4 The Parties hereby agree to the following actions and provisions in furtherance of the establishment of the Quiet Zone:

3.4.1 The County agrees to appoint Richard Nielson, at 2855 South State Street, Provo, Utah 84606, (801) 851-8600 as its representative to act on its behalf as its liaison and contact person to Santaquin's representative, Benjamin Reeves, at 275 West Main Street, Santaquin, Utah 84655, (801) 754-3211, to confer with and provide any required information needed by Santaquin in connection with establishing the Quiet Zone and updating any required information.

3.4.2 Each of the Parties shall install the grade crossing protection improvements at each crossing within its boundaries that are necessary to establish the proposed Quiet Zone. The County and Santaquin shall share the cost of such improvements at crossings that are not wholly within a single entity's jurisdiction.

3.4.3 Upon completion of construction of any grade crossing improvements within the boundaries of the proposed Quiet Zone, each of the Parties shall be solely responsible for maintaining the improvements located outside the Union Pacific Railroad right-of-way, including flashing lights, gates, cross bucks, signage and circuitry associated with grade

crossings. Union Pacific Railroad shall be solely responsible for maintaining any grade crossing protection improvements located within the Union-Pacific-Railroad-owned right of way including flashing lights, gates, cross-bucks, signage and circuitry associated with the grade crossings. Each Party shall be solely responsible to maintain safety features located within its respective boundaries outside of the Union-Pacific-Railroad-owned right-of-way, including raised medians, pavement markings and signs within highway rights-of-way.

3.5 All employees of Santaquin shall remain solely employees of Santaquin City for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing. All employees of the County shall remain solely employees of the County for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing.

Section 4. MANNER OF FINANCING

Santaquin and the County agree that each entity shall be solely responsible for the costs that it incurs in providing the services described herein and shall not seek reimbursement for any portion of the same from the other party. No real property shall be acquired or dispersed for purposes of this Agreement.

Section 5. METHOD OF TERMINATION

Unless terminated pursuant to the provisions of the section, this Interlocal Cooperation Agreement will automatically renew for an additional one year term on each Anniversary. The parties agree that either party may terminate this Agreement upon 90 days prior written notice, or at any other time mutually agreed to by the parties.

Section 6. LIABILITY FOR LOSS, INSURANCE AND INDEMNIFICATION

6.1 Santaquin shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing liability coverage for the City's actions in relation to this interlocal agreement. The County shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing coverage for its actions in relation to this interlocal agreement. Such insurance shall provide for such coverage's, protections, insurable amounts, etc., as deemed advisable by the Committee and available through Utah Local Governments Trust, or any other insurance provider utilized by Santaquin or the County, and which would be standard and reasonable for the uses contemplated hereunder.

6.2 Each of the parties shall indemnify and save harmless the other, including its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of its negligent errors or omissions committed while providing the facilities, equipment and supplies agreed upon herein. Neither party shall indemnify the other for intentional torts committed by its officers or employees. Nothing in this agreement shall be construed to waive

or limit the protections provided in the Governmental Immunity Act of Utah. Utah Code Ann. § 63-30d-101 et seq. (1953 as amended).

Section 7. REVIEW BY APPROVED ATTORNEY

Each of the parties hereby certify that, pursuant to the requirements of Section 11-13-202.5, Utah Code Annotated (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.

Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 9. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to an authorized attorney for review as required by Section 11-13-202.5, Utah Code Annotated (1953 as amended) and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

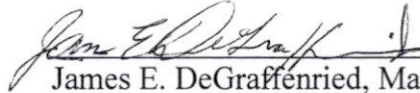
Section 11. GOVERNING LAW

The construction of this Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by laws of the State of Utah.

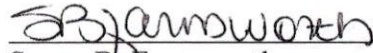
IN WITNESS THEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

SANTAQUIN CITY

Authorized by Resolution No. **06-01-2013**, authorized and passed on the **12th** day of **June, 2013**.


James E. DeGraffenried, Mayor
Santaquin City

ATTEST:


Susan B. Farnsworth
Santaquin City Recorder



APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH


Brett B. Rich, Santaquin City Attorney

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2013.

Doug Witney, Chair
Utah County Commission

ATTEST:

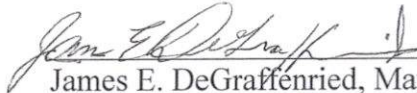
Utah County Clerk/Auditor

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
TIMOTHY L. TAYLOR, Utah County Attorney

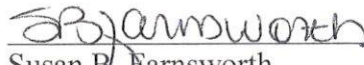
By: _____
Deputy County Attorney

SANTAQUIN CITY

Authorized by Resolution No. **06-01-2013**, authorized and passed on the **12th** day of **June, 2013**.


James E. DeGraffenried, Mayor
Santaquin City

ATTEST:


Susan B. Farnsworth
Santaquin City Recorder



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH


Brett B. Rich, Santaquin City Attorney

UTAH COUNTY

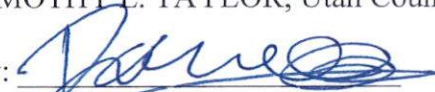
Authorized by Resolution No. 2013-81, authorized and passed on the 16th day of July, 2013.


Doug Witney, Chair
Utah County Commission

ATTEST:


Utah County Clerk/Auditor (Deputy)

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH
TIMOTHY L. TAYLOR, Utah County Attorney

By: 
Deputy County Attorney

U.S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Control No. 2130-0017
Expires: 3/31/2003

A. Initiating Agency <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> State	B. Crossing Number (max. 7 char.) <div style="font-size: 1.2em; font-weight: bold;">806860A</div>	C. Reason for Update <input checked="" type="checkbox"/> Changes in Existing Data <input type="checkbox"/> New Crossing <input type="checkbox"/> Closed Crossing or Abandoned	D. Effective Date (MM/DD/YYYY) <div style="font-weight: bold;">07/10/2002</div>
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Part I: Location and Classification Information

1. Railroad Oper. Co. (code (max. 4 char.) or name) UP		2. State (2 char.) UT	3. County (max. 20 char.) UTAH
4. Railroad Division or Region (max. 14 char.) WESTERN	5. Railroad Subdivision or District (max. 14 char.) SHARP SUB	6. Branch or Line Name (max. 15 char.) PROVO SUB MAIN	7. RR Milepost (max. 7 char.) (nnnnn.nn) 0732.12
8. RR I.D. No. (max. 10 char.)	9. Nearest RR Timetable Station (max. 15 char.) (optional) PROVO	10. Parent RR (max. 4 char.) (if applicable)	11. Crossing Owner (RR or Company name) (if applicable)
12. City (max. 16 char.) (check <input type="checkbox"/> In one) <input checked="" type="checkbox"/> Near SANTAQUIN		13. Street or Road Name (max. 17 char.) CANAL MTN. ROAD	STATE SUPPLIED INFORMATION
14. Highway Type & No. (max. 7 char.)	15. ENS Sign Installed (1-800) <input type="checkbox"/> Yes <input type="checkbox"/> No	16. Quiet Zone <input checked="" type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> 24 hr <input type="checkbox"/> Unknown	21. HSR Corridor ID (2 char.)
17. Crossing Type (choose one only) <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <input type="checkbox"/> Pedestrian	18. Crossing Position <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over	19. Type of Passenger Service <input type="checkbox"/> AMTRAK <input type="checkbox"/> AMTRAK & Other <input type="checkbox"/> Other <input type="checkbox"/> None	20. Average Passenger Train Count Per Day 0
22. County Map Ref. No. (max. 10 char.)			23. Latitude (max. 10 char., nn.nnnnnn) 40.2904430
24. Longitude (max. 11 char., nnn.nnnnnn) -111.7320020			25. Lat/Long Source <input type="checkbox"/> Actual <input type="checkbox"/> Estimated
26. Is There an Adjacent Crossing With a Separate Number? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Provide Number _____ (7 characters)			

27. PRIVATE CROSSING INFORMATION

27.A. Category (check one) <input checked="" type="checkbox"/> Farm <input type="checkbox"/> Residential <input type="checkbox"/> Recreational <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial	27.B. Public Access <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	27.C. Signs/Signals <input type="checkbox"/> None <input checked="" type="checkbox"/> Signs Specify (max. 15 char.) 2-CROSS BUCKS <input type="checkbox"/> Signals Specify (max. 15 char.)
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28.A. Railroad Use (max. 20 char.)	29.A. State Use (max. 20 char.) STRAWBERRY HIGHLINE,
28.B. Railroad Use (max. 20 char.)	29.B. State Use (max. 20 char.)
28.C. Railroad Use (max. 20 char.)	29.C. State Use (max. 20 char.) CANAL ROAD
28.D. Railroad Use (max. 20 char.)	29.D. State Use (max. 20 char.)

30. Narrative (max. 100 char.)

31. Emergency Contact (Telephone No.) (800)-848-8715	32. Railroad Contact (Telephone No.)	33. State Contact (Telephone No.) (801)-965-4284
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MUST COMPLETE REMAINDER OF FORM FOR PUBLIC VEHICLE CROSSINGS AT GRADE

Part II: Railroad Information

1. Number of Daily Train Movements			
1.A. Total Trains 0	1.B. Total Switching Trains 0	1.C. Total Daylight Thru Trains (6 AM to 6 PM) 0	1.D. Check if Less Than One Movement Per Day <input checked="" type="checkbox"/>
2. Speed of Train at Crossing			
2 A. Maximum Time Table Speed (mph) 0			
2 B. Typical Speed Range Over Crossing (mph) from 0 to 0			
3. Type and Number of Tracks			
Main 0 Other 0 If Other, Specify (max. 10 char.)			
4. Does Another RR Operate a Separate Track at Crossing? If Yes, Specify RR (max. 16 char.)		5. Does Another RR Operate Over Your Track at Crossing? If Yes, Specify RR (max. 16 char.)	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

U.S. DOT CROSSING INVENTORY FORM

B. Crossing Number (max. 7 char.) 806860A	PAGE 2	D. Effective Date (MM/DD/YYYY) 07/10/2002
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Part III: Traffic Control Device Information

1. No Signs or Signals <input type="checkbox"/> Check if Correct		2. Type of Warning Device at Crossing - Signs (specify number of each)			
2.A. Crossbucks _____ 0 _____		2.B. Highway Stop Signs (R1-1) _____	2.C. RR Advance Warning Signs (W10-1) <input type="checkbox"/> Yes <input type="checkbox"/> No	2.D. Hump Crossing Sign (W10-5) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
2.E. Pavement Markings <input type="checkbox"/> Stoplines <input type="checkbox"/> RR Xing Symbols <input type="checkbox"/> None			2.F. Other Signs: (specify MUTCD type) Number _____ Specify Type (max. 10 char.) _____ Number _____ Specify Type (max. 10 char.) _____		
3. Type of Warning Device at Crossing - Train Activated Devices (specify number of each)					
3.A. Gates _____	3.B. Four-quadrant (or full barrier) Gates <input type="checkbox"/> Yes <input type="checkbox"/> No	3.C. Cantilevered (or Bridged) Flashing Lights: Over Traffic Lane (number) _____ Not Over Traffic Lane (number) _____		3.D. Mast Mounted Flashing Lights (number) _____	3.E. Number of Flashing Light Pairs _____ 0 _____
3.F. Other Flashing Lights: Number _____ Specify Type (max. 9 char.) _____			3.G. Highway Traffic Signals (number) _____	3.H. Wigwags (number) _____	3.J. Bells (number) _____
3.K. Other Train Activated Warning Devices: (specify) (max. 9 char.) _____					
4. Specify Special Warning Device NOT Train Activated (max. 20 char.) _____			5. Channelization Devices With Gates <input type="checkbox"/> All Approaches <input type="checkbox"/> One Approach <input type="checkbox"/> None		
6. Train Detection <input type="checkbox"/> Constant Warning Time <input type="checkbox"/> DC/AFO <input type="checkbox"/> Motion Detectors <input type="checkbox"/> None		7. Signalling for Train Operation: Is Track Equipped With Signals? <input type="checkbox"/> Yes <input type="checkbox"/> No		8. Traffic Light Interconnection/Preemption <input type="checkbox"/> Not Interconnected <input type="checkbox"/> N/A <input type="checkbox"/> Simultaneous Preemption <input type="checkbox"/> Advance Preemption	
9. Reserved For Future Use	10. Reserved For Future Use	11. Reserved For Future Use	12. Reserved For Future Use		

Part IV: Physical Characteristics

1. Type of Development <input type="checkbox"/> Open Space <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional				2. Smallest Crossing Angle <input type="checkbox"/> 0 - 29 <input type="checkbox"/> 30 - 59 <input type="checkbox"/> 60 - 90	
3. Number of Traffic Lanes Crossing Railroad _____		4. Are Truck Pullout Lanes Present? <input type="checkbox"/> Yes <input type="checkbox"/> No		5. Is Highway Paved? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Crossing Surface (on main line) <input type="checkbox"/> 1. Timber <input type="checkbox"/> 2. Asphalt <input type="checkbox"/> 3. Asphalt and Flange <input type="checkbox"/> 4. Concrete <input type="checkbox"/> 5. Concrete and Rubber <input type="checkbox"/> 6. Rubber <input type="checkbox"/> 7. Metal <input type="checkbox"/> 8. Unconsolidated <input type="checkbox"/> 9. Other (Specify) _____					
7. Does Track Run Down a Street? <input type="checkbox"/> Yes <input type="checkbox"/> No		8. Nearby Intersecting Highway? <input type="checkbox"/> Less than 75 feet <input type="checkbox"/> 75 to 200 feet <input type="checkbox"/> 200 to 500 feet <input type="checkbox"/> N/A			Is it Signalized? <input type="checkbox"/> Yes <input type="checkbox"/> No
9. Is Crossing Illuminated? (street lights within approx. 50 feet from nearest rail) <input type="checkbox"/> Yes <input type="checkbox"/> No		10. Is Commercial Power Available? <input type="checkbox"/> Yes <input type="checkbox"/> No		11. Space Reserved For Future _____	

Part V: Highway Information

1. Highway System <input type="checkbox"/> Interstate <input type="checkbox"/> Federal Aid, Not NHS <input type="checkbox"/> Nat. Hwy System (NHS) <input type="checkbox"/> Non Federal Aid		2. Is Crossing on State Highway System? <input type="checkbox"/> Yes <input type="checkbox"/> No	3. Functional Classification of Road at Crossing _____	4. Posted Highway Speed _____ 0 _____
5. Annual Average Daily Traffic (AADT) Year <u>1970</u> AADT _____		6. Estimate Percent Trucks _____	7. Average Number of School Buses Over Crossing per School Day _____ 0 _____	

Paperwork Reduction Act: Public reporting for this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB Control Number. The valid OMB Control Number for this collection is 2130-0017.