



MEMORANDUM

Date: May 11, 2026

To: Finance & Personnel Committee
Members of City Council

From: Timothy Hinkens, City Engineer

Re: **City-RR Agreement: City-CCPR Agreement for 6th Street and 9th Street Two Way Conversions**

Attached is a committee report requesting approval of a Preliminary Engineering Agreement between the City of Rockford (City) and Chicago Central & Pacific Railroad (CCPR) for preliminary engineering services related to the City's 6th Street and 9th Street Two-Way Conversion project.

The City's 6th Street and 9th Street Two-Way Conversion project proposes to convert 6th Street and 9th Street to two way traffic from 23rd Avenue to 1st Avenue in coordination with the City's adjacent Reconnecting Rockford project. The project crosses the CCPR tracks at both 6th Street and 9th Street. The new direction of traffic requires crossing improvements under the authority of the CCPR, such as signals and other warning devices facing both directions.

The scope of the agreement includes CCPR review of the City's plans for approval and permit.

The cost of the agreement is **\$25,000.00** to be funded with 1% Infrastructure Sales Tax.

The Public Works Department recommends authorizing the attached Committee Report for the Agreement. Please feel free to contact Timothy Hinkens, City Engineer, with any questions.

Rockford, Illinois

Date: May 11, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance & Personnel having received a request for an **City-Railroad Agreement for 6th Street and 9th Street Two Way Conversions (Preliminary Engineering)** on May 11, 2026, begs leave to report recommending that an agreement be made to **the Chicago Central & Pacific Railroad and the City of Rockford** for a **total of \$25,000.00**). Funding for this project will come from 1% Infrastructure Sales Tax funds. The Legal Director shall prepare the appropriate ordinance.

Kevin Frost (Chair)

Jonathan Logemann (Vice Chair)

Frank Beach

Dawn Granath

Chad Tuneberg

Committee Action Taken:

Frost:	Ayes:___	Nays:___	Absent:___
Logemann:	Ayes:___	Nays:___	Absent:___
Beach:	Ayes:___	Nays:___	Absent:___
Granath:	Ayes:___	Nays:___	Absent:___
Tuneberg:	Ayes:___	Nays:___	Absent:___

**AGREEMENT FOR
REVIEW OF
PRELIMINARY ENGINEERING**

[6th ST (290028N) and 9th ST (290025T)]

THIS AGREEMENT, hereinafter referred to as the "AGREEMENT", made and entered into by and between the City of Rockford, hereinafter referred to as the "**LOCAL AGENCY**", and Chicago Central & Pacific Railroad, hereinafter referred to as the "**RAILROAD**", and collectively referred to as the "**PARTIES**" and individually referred to as "**PARTY**";

WITNESSETH:

A. WHEREAS, LOCAL AGENCY wishes to convert **the two railroad crossings from one-way to two-way traffic near mileposts 85.25 and 84.95 of the RAILROAD'S Freeport Subdivision**, hereinafter referred to as the "**PROJECT**"; and

B. WHEREAS, in the interest of public safety, the LOCAL AGENCY has performed preliminary engineering and environmental studies for the PROJECT; and

C. WHEREAS, based upon the studies referenced above, the LOCAL AGENCY has prepared engineering plans for the PROJECT ("**Engineering Plans**" or "**Plans**"); and

D. WHEREAS, as set forth herein, the RAILROAD shall review the Engineering Plans in order to confirm that said Plans meet the RAILROAD'S required standards as to those portions of the Plans which impact the RAILROAD and to propose revisions as they deem necessary ("**Railroad Plan Review**"); and

E. WHEREAS, the Parties agree that the LOCAL AGENCY shall reimburse the RAILROAD for said Railroad Plan Review as provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the PARTIES hereto agree as follows:

SECTION 1. The foregoing Recitals are a material part of this AGREEMENT and are incorporated in this Section I as though fully set forth.

SECTION 2. The PROJECT covered under this AGREEMENT shall be subject to all applicable federal, state, and local laws, rules, regulations, orders and approvals.

SECTION 3. The Engineering Plans for the PROJECT shall be prepared by or for the LOCAL AGENCY at its expense. Those portions of said Engineering Plans which pertain to the structural analysis of the bridge portion of the PROJECT shall be subject to approval by the RAILROAD'S authorized representative. The RAILROAD shall provide its reviews, approvals or exceptions to the said Plans within thirty (30) calendar days of receipt of said Plans. Exceptions will be germane to the RAILROAD'S interests and approval of the Plans by the RAILROAD will not be unreasonably withheld.

SECTION 4. The PARTIES hereto agree that no changes will be made to those portions of the Engineering Plans previously approved by the RAILROAD by either PARTY hereto without the written consent of the other PARTY. Such consent will not be unreasonably withheld.

SECTION 5. The LOCAL AGENCY shall be solely responsible for payment of its costs to prepare the Engineering Plans which will be reviewed by the RAILROAD. The RAILROAD'S costs to perform the Railroad Plan Review shall be reimbursed by the LOCAL AGENCY as provided herein.

SECTION 6. The LOCAL AGENCY shall pay the RAILROAD an amount not to exceed twenty-five thousand dollars (\$25,000) based on the RAILROAD'S projection of 200 hours x \$125 per hour for completion of the Railroad Plan Review. Upon completion of the Railroad Plan Review, the RAILROAD shall provide an invoice to the LOCAL AGENCY which details the hours spent on the work performed to complete the Railroad Plan Review. Said invoice shall be sent to the LOCAL AGENCY by email addressed to:

City of Rockford
ATTN: Timothy Hinkens
425 East State Street
Rockford IL, 61104
779-348-7300

Within thirty (30) days of review and approval of a received invoice, which invoice shall be subject to the provisions set forth above, the LOCAL AGENCY shall promptly pay the COMPANY'S invoice.

SECTION 7. Some or all of the Railroad Plan Review may be performed by the RAILROAD with its own forces and/or by contract. In the event the RAILROAD elects to engage a contractor ("SUBCONTRACTOR") to perform all or a substantial portion of the Railroad Plan Review, the RAILROAD shall furnish LOCAL AGENCY the name of the SUBCONTRACTOR whose services will be used to perform the work. The RAILROAD'S subcontract with the SUBCONTRACTOR shall be in compliance with any applicable state and federal statutes and implementing rules and regulations prohibiting discrimination in the solicitation or selection of contractors or subcontractors on the basis of race, color, national origin or sex. The RAILROAD shall be responsible for all work performed by the SUBCONTRACTOR and all invoices shall be submitted by the RAILROAD to the LOCAL AGENCY as provided herein.

SECTION 8. In the event that delays or difficulties arise in securing any necessary approvals, acquiring rights-of-way, settling damage claims, or for any other cause which in the opinion of the LOCAL AGENCY renders it impracticable to proceed with the PROJECT, then the LOCAL AGENCY shall serve formal notice of cancellation upon the RAILROAD and this AGREEMENT shall thereupon terminate. In the event of cancellation, the LOCAL AGENCY shall pay the RAILROAD for work performed hereunder prior to the RAILROAD'S receipt of such notice of cancellation which payment shall be subject to the terms and conditions set forth herein.

SECTION 9. Notices shall be given by email and prepaid overnight mail sent by a nationally recognized delivery service and shall be deemed given two (2) business days after the delivery of such notice to the delivery service. Notices given by email shall be deemed given on the day of sending provided such notice is also given by prepaid overnight mail in the manner described

above within one (1) business day of the sending of such emailed notice. The identity of the Parties and the addresses set forth below may be changed by giving notice as provided herein.

For the LOCAL AGENCY:

Timothy Hinkens
City of Rockford
425 East State Street
Rockford IL, 61104
779-348-7647
Email: Timothy.Hinkens@rockfordil.gov

For the RAILROAD:

Diane Lewis
17641 S. Ashland Avenue
Homewood, IL 60430
708-332-3557
[Email:Diane.lewis@cn.ca](mailto:Diane.lewis@cn.ca)

SECTION 10. This AGREEMENT shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this AGREEMENT shall be proper only in the Circuit Court for the Seventeenth Judicial Circuit, Winnebago County, Illinois.

SECTION 11. This AGREEMENT shall take effect upon the last date signed by either Party hereto and shall be binding upon the PARTIES hereto and their successors and assigns to the extent permitted under law.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

/SIGNATURES ON FOLLOWING PAGES/

RAILROAD: WISCONSIN CENTRAL LIMITED

Accepted By:

Typed title: Chief Engineer Bridges & Structures

Date

LOCAL AGENCY: City of Rockford, IL

Accepted By:

Attest By:

Name:

Date:

Location Map

(6TH STREET AND 9TH STREET TWO-WAY CONVERSION)

