

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 24-14

**AN ORDINANCE**

authorizing an amendment to the supplemental agreement with the Missouri Highways and Transportation Commission for highway/rail crossing signal improvements at the Columbia Terminal Railroad's (COLT) intersection with College Avenue (MO 763); appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an amendment to the supplemental agreement with the Missouri Highways and Transportation Commission for highway/rail crossing signal improvements at the Columbia Terminal Railroad's (COLT) intersection with College Avenue (MO 763). The form and content of the supplemental agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The sum of \$196,000.00 is hereby appropriated from the Retained Earnings Account No. 551-0000-351.01-00 to Account No. 503-7388-881.66-54 ER0069.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Retained Earnings Account No. 551-0000-351.01-00 to cover the above appropriation.

\_\_\_\_\_  
Director of Finance

CCO Form: RR09  
Approved: 04/04 (BDG)  
Revised: 07/05 (BDG)  
Modified:

State Route 763/ College Avenue  
Boone County, in Columbia  
USDOT # 480 800J  
Project No. RRP-000S (310)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FIRST  
AMENDMENT TO SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL  
CROSSING SIGNAL IMPROVEMENTS**

This FIRST AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Columbia, Missouri, a municipal corporation (hereinafter, "Railroad"), pursuant to the terms of a Supplemental Agreement for Highway/Rail Crossing Improvements.

WITNESSETH:

WHEREAS, the parties previously entered into a Supplemental Agreement for Highway/Rail Crossing Improvements for the captioned project which agreement (hereinafter referred to as the "Original Agreement"), was executed by the Railroad on November 20, 2012, and by the Commission on December 7, 2012.

WHEREAS, the parties hereto desire to formally amend this Original Agreement and desire to be bound by the terms contained in the Original Agreement and contained in this First Amendment.

NOW, THEREFORE, it is agreed that the said Original Agreement shall be amended as follows:

(1) AMENDED SECTIONS: Sections 3 and 11 of the Original Agreement are hereby removed and replaced with the following:

“(3) FUNDING AND APPORTIONMENT OF COSTS: The Commission will reimburse the Railroad for one hundred percent (100%) of the costs of the Project, using Federal funds pursuant to 23 USC Section 130, or available State funds, or both.”

...

“(11) PAYMENT PROVISIONS: Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad for one hundred percent (100%) of the total Project cost. If audit reveals that the Railroad has been overpaid, the Railroad will immediately refund to the Commission such

overpayment. If audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.”

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this First Amendment, all other terms of the Original Agreement entered into between the parties shall remain in full force and effect.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the last date written below.

Executed by Railroad this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Michelle Teel  
Multimodal Operations Division Director

ATTEST:

\_\_\_\_\_  
Commission Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Administrative Counsel

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

CCO Form: RR09  
Approved: 04/04 (BDG)  
Revised: 07/05 (BDG)  
Modified: 03/11 (DW)

State Route 763/ College Avenue  
Boone County, in Columbia  
USDOT # 480 800J  
Project No. RRP-000S (310)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL  
CROSSING SIGNAL IMPROVEMENTS**

**TABLE OF CONTENTS**

	<u>Page No.</u>
TABLE OF CONTENTS.....	1
LIST OF EXHIBITS.....	2
LIST OF ACRONYMS .....	2
IDENTIFICATION OF PARTIES.....	2
RECITALS/ WHEREAS CLAUSES .....	2
CONSIDERATION.....	3
(1) PURPOSE .....	3
(2) SCOPE OF WORK .....	3
(3) FUNDING AND APPORTIONMENT OF COSTS.....	3
(4) COST OF PROJECT .....	4
(5) PRELIMINARY WORK .....	4
(6) CHANGE ORDERS .....	4
(7) INSTALLATION .....	4
(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK.....	4
(9) MAINTENANCE AND OPERATION .....	4
(10) RELOCATION OF SIGNALS .....	4
(11) PAYMENT PROVISIONS .....	4
(12) AGENCY OBLIGATION.....	5
(13) AMENDMENTS.....	5
(14) COMMISSION REPRESENTATIVE .....	5
(15) ASSIGNMENT .....	5
(16) LAW OF MISSOURI TO GOVERN .....	5
(17) VENUE .....	5
(18) CANCELLATION .....	5
(19) AUDIT OF RECORDS .....	5
(20) RAILROAD NOTIFICATION.....	5
(21) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS .....	6
(22) EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED .....	6
(23) NONDISCRIMINATION ASSURANCE.....	7
(24) PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES .....	8
(25) AMENDMENTS .....	9
(26) AUTHORITY TO EXECUTE .....	10
(27) ORIGINAL AGREEMENT .....	12
SIGNATURES .....	12

## **LIST OF EXHIBITS**

- EXHIBIT 1** DETAILED PLAN
- EXHIBIT 2** DETAILED COST ESTIMATE
- EXHIBIT 3** BUSINESS ENTITY'S AFFIDAVIT VERIFYING WORKER ELIGIBILITY FOR MHTC CONTRACT OR GRANT IN EXCESS OF \$5,000

## **LIST OF ACRONYMS**

- AHC** Administrative Hearing Commission
- CFR** Code of Federal Regulations
- DBE** Disadvantaged Business Enterprise
- FAPG** Federal-Aid Program Guide
- FHWA** Federal Highway Administration
- RSMo** Missouri Revised Statutes
- USC** United States Code
- USDOT** United States Department of Transportation

*(Remainder of page intentionally left blank)*

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Columbia, Missouri, a municipal corporation and owner and operator of the Columbia Terminal Railroad (hereinafter, "Railroad"), pursuant to the terms of a Master Agreement for Improved Warning Devices between the Railroad and the Commission, executed by the Railroad on June 4, 1992, and by the Commission on June 10, 1992 (hereinafter, "Master Agreement").

WITNESSETH:

WHEREAS, the installation of improved grade crossing warning devices appears to be warranted at an existing grade crossing in Columbia, Missouri, where State Route 763, also known as College Avenue intersects Railroad's tracks at a public highway/rail grade crossing designated as USDOT # 480 800J (hereinafter referred to as the "SR 763 Crossing"); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the *Manual on Uniform Traffic Control Devices* (MUTCD), and will enhance safety to both highway and railroad traffic at said grade crossing.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide for funding, installation, and maintenance of additional warning devices at this roadway-railroad crossing (which are hereinafter referred to as the "Project").

(2) SCOPE OF WORK: The scope of work for the Project includes the installation, at the SR 763 Crossing (USDOT # 480 800J), of refurbished signal equipment to be relocated from the crossing of Railroad's track with U.S. Route 63 (USDOT # 312 114A), including the track circuits—which will be modified to convert the four-track circuit system to a three-track circuit system (Style C Type)—and the cantilevers, the length of which may be modified to better fit the SR 763 Crossing. The work also includes the installation of new warning device components, including new flashing light signals with LED lights, a set of sidelights with LED lights in the northwest quadrant, two audible bells, signs, batteries, signal mast foundations, guardrails protecting the signal mast in the northeast quadrant, and a new signal bungalow in the northeast quadrant at the SR 763 Crossing.

(3) FUNDING AND APPORTIONMENT OF COSTS: The Commission will reimburse the Railroad for ninety-five percent (95 %) of the costs of the Project, using Federal funds pursuant to 23 USC Section 130, or available State funds, or both. The Railroad will pay the remaining five percent (5%) of the Project costs using the Railroad's own funds.

(4) COST OF PROJECT: The cost of the project shall be the total monies expended by the Railroad to complete the installation, all in accordance with the plan and cost estimate developed by the Railroad for this specific project. The detailed plan and cost estimate (marked as Exhibits 1 and 2, respectively) are attached hereto and incorporated by reference in this Agreement.

(5) PRELIMINARY WORK: The Railroad will prepare and submit to the Commission a detailed plan and cost estimate for the work of the Project, as described during the diagnostic inspection and field review conducted on February 24, 2011, and in accordance with the provisions of the Master Agreement.

(6) CHANGE ORDERS: If any change is made in the original plan and extent of the work, the Commission's reimbursement to the Railroad shall be limited to costs covered by a change order, which is approved by the Commission before the performance of the work.

(7) INSTALLATION: The Railroad, upon receipt of notification from the Commission, shall furnish all labor and material and complete the installation in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in the Federal-Aid Program Guide (FAPG).

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Railroad in compliance with the applicable provisions of 23 CFR Part 140, Subpart I, and Chapter 34, RSMo. The applicable provisions of Title 23 CFR, and Chapter 34, RSMo, are incorporated by reference in this Agreement. If the Railroad elects to perform this work by means of a contractor paid under a contract let by the Railroad, then the Railroad shall obtain the prior written approval of the contract from the Multimodal Operations Division Director.

(9) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices at the Railroad's expense as long as it operates trains through the crossing; or until the Commission orders that signals are no longer necessary at the crossing; or until the crossing is abandoned, closed, or for any reason the operation and maintenance of the signals becomes unnecessary.

(10) RELOCATION OF SIGNALS: In the event the warning devices become unnecessary for any of the above reasons, the Railroad shall remove and install the devices at another crossing mutually acceptable to the Commission and the Railroad, and subject to the approval of the Commission.

(11) PAYMENT PROVISIONS: Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad for ninety-five percent (95 %) of the total

Project cost. If audit reveals that the Railroad has been overpaid, the Railroad will immediately refund to the Commission such overpayment. If audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(12) AGENCY OBLIGATION: The Agency hereby agrees to cooperate in the handling of traffic during construction. The Agency is obligated to install and maintain at their expense advance warning signs and pavement markings in accordance with the MUTCD and as instructed by the diagnostic review.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the parties.

(14) COMMISSION REPRESENTATIVE: The Commission's director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(15) ASSIGNMENT: The Railroad shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Railroad and the Agency shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(17) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(18) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Railroad with written notice of cancellation. If the Commission exercises its right to cancel the Agreement for any of these reasons, the cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad.

(19) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(20) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work, the Railroad shall notify the Commission of the date it plans to

commence said work. If the Commission does not receive said notification from the Railroad, the Commission will withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

(21) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS:

This Agreement is made subject to the approval of the proposed project by a final Administrative Order issued by the Missouri Highways and Transportation Commission or the Administrative Hearing Commission (hereinafter "AHC"), in accordance with section 389.610, RSMo Supp. 2004, Section 622.240, RSMo 2000, and any other applicable regulatory statutes or rules. With reference to the issuance of such an Administrative Order, all parties to this Agreement stipulate that the construction of the project as described in this Agreement will promote public safety, and will not adversely affect public necessity. All the parties to this Agreement further consent that the Commission or the AHC, or both, may issue one or more Administrative Orders approving and authorizing the construction of this project in conformity with the provisions of this Agreement, and requiring the parties to perform in accordance with the provisions of this Agreement. Each of the parties waives its right to notice and an opportunity for hearing before the issuance of these Administrative Orders.

(22) EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

(A) Compliance with Executive Order 07-13: If the Commission has reasonable cause to believe that the Railroad has knowingly employed any individual who is not eligible to work in the United States in violation of federal law, then the Commission may declare a breach and may cancel the contract immediately, with no penalty. By signing this Agreement, the Railroad certifies that, to the best of its knowledge, any employee of the Railroad assigned to perform services under this Agreement is eligible to work in the United States.

(B) Requirements Generally Applicable to Work Performed in Missouri: The Railroad shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform any work within the State of Missouri.

(C) Requirements Generally Applicable to Business Entity Receiving State Contract in Excess of \$5,000.00: If the total amount payable by the Commission to the Railroad in connection with this Agreement will exceed Five Thousand Dollars (\$5,000.00), then the Railroad shall comply with all the applicable provisions of subsections 2, 4 and 5 within section 285.530 of the Missouri Revised Statutes (Supp. 2009). As a condition for the award of this Agreement, the Railroad shall annually sign an affidavit in accordance with the form attached to this Agreement as Exhibit B, which is incorporated by reference in this Agreement. Upon request, the Railroad shall provide documentation of compliance with this section to the Commission.

(23) **NONDISCRIMINATION ASSURANCE:** If this Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation, then the provisions in this section shall apply:

(A) The Railroad, including any subrecipient, contractor or subcontractor of the Railroad, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Railroad's failure to carry out the requirements in this Section is a material breach of this Agreement, because of which the Commission may terminate this Agreement and pursue any other lawful remedy.

(B) With regard to work under this Agreement, the Railroad agrees as follows:

1. **Civil Rights Statutes:** The Railroad shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad is providing services or operating programs on behalf of the Commission, then the Railroad shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

2. **Administrative Rules:** The Railroad shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation within 49 CFR Subtitle A, Part 21, which are incorporated by reference in this Agreement.

3. **Nondiscrimination:** The Railroad shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Railroad shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

4. **Solicitations for Subcontracts, Including Procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

5. **Information and Reports:** The Railroad shall provide all

information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad is in the exclusive possession of another who fails or refuses to furnish this information, The Railroad shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

6. Sanctions for Noncompliance: In the event the Railroad fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

A. Withholding of payments under this Agreement until the Railroad complies; and/or

B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

7. Incorporation of Provisions: The Railroad shall include all the provisions in this section in every subcontract relating to this Agreement, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Railroad will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct to enforce such provisions, including sanctions for noncompliance; provided that in the event the Railroad becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, then the Railroad may request the United States to enter into such litigation to protect the interests of the United States.

(24) PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES:

If the Railroad is either a "recipient" or "contractor" within the meaning of 49 CFR Section 26.5, then the provisions in this section shall apply: As used in this section, the term "DBE" means "disadvantaged business enterprise" as defined in 49 CFR Part 26; and the term "USDOT" means the United States Department of Transportation.

(A) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is

incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Sections 3801, *et seq.*).

(B) Each contract the recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(25) INDEMNIFICATION OF COMMISSION:

(A) To the extent allowed or imposed by law, the City of Columbia, MO, shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor that it uses to perform work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer before working upon or within the Commission's right-of-way, which shall be signed by an authorized representative of the contractor representative; and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Missouri Highways and Transportation Commission, the Missouri Department of Transportation and its employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (which is currently \$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional

Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses possessed by the City or the Commission with regard to any applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(26) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

*(Remainder of page intentionally left blank)*

(27) **ORIGINAL AGREEMENT:** Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below. The Railroad has executed this Agreement pursuant to Ordinance No. \_\_\_\_\_ of the City of Columbia, MO, which was approved on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by Railroad this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF COLUMBIA, MISSOURI  
d/b/a COLUMBIA TERMINAL RAILROAD

\_\_\_\_\_  
Brian C. Weiler  
Multimodal Operations Division Director

By \_\_\_\_\_  
Name \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_  
Senior Administrative Counsel

Name \_\_\_\_\_

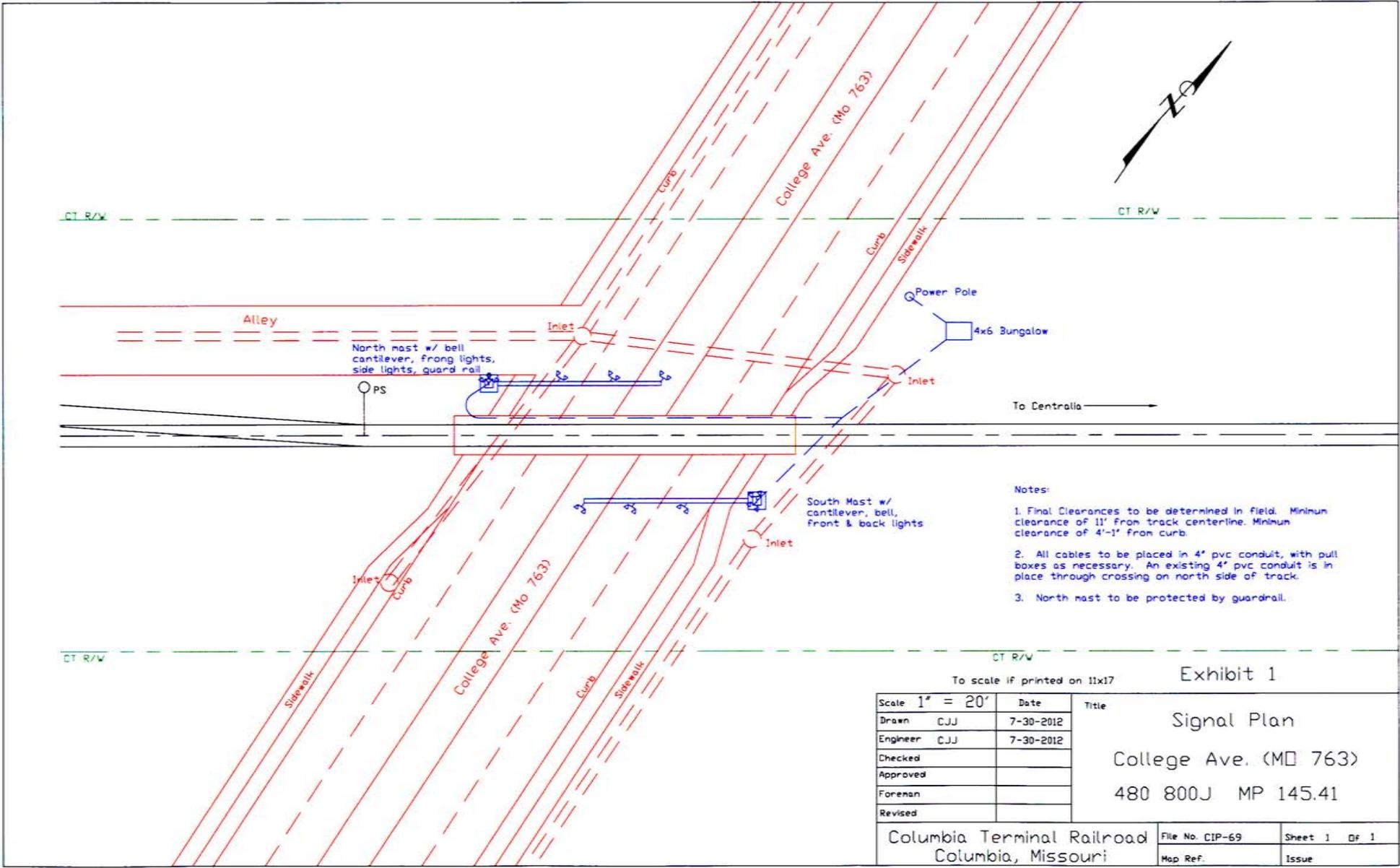
Title \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_



- Notes:
1. Final Clearances to be determined in field. Minimum clearance of 11' from track centerline. Minimum clearance of 4'-1" from curb.
  2. All cables to be placed in 4" pvc conduit, with pull boxes as necessary. An existing 4" pvc conduit is in place through crossing on north side of track.
  3. North mast to be protected by guardrail.

Scale 1" = 20'		Date	Exhibit 1 Signal Plan College Ave. (MO 763) 480 800J MP 145.41
Drawn	CJJ	7-30-2012	
Engineer	CJJ	7-30-2012	
Checked			
Approved			
Foreman			
Revised			
Columbia Terminal Railroad Columbia, Missouri		File No. CIP-69	Sheet 1 of 1
		Map Ref.	Issue

To scale if printed on 11x17

Exhibit 1

Signal Plan  
College Ave. (MO 763)  
480 800J MP 145.41

**Exhibit 2**

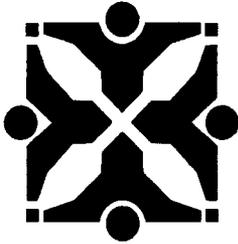
**Cost Estimate**

**Columbia Terminal Railroad**

**College Ave. (MO 763) Signal Upgrades**

	<b>Qty</b>	<b>Unit</b>	<b>Total</b>
Engineering	1	\$ 5,000	\$ 5,000
Cantilevers - refurbish, rewire, install	1	\$ 10,000	\$ 10,000
LED light assemblies	10	\$ 2,750	\$ 27,500
Bells	2	\$ 1,500	\$ 3,000
Guardrail	1	\$ 2,000	\$ 2,000
Cantilever foundations and installation	2	\$ 9,000	\$ 18,000
Supply 4x6 bungalow, wire using US 63 components, install	1	\$ 35,000	\$ 35,000
Batteries	1	\$ 2,500	\$ 2,500
Commercial power connection	1	\$ 5,000	\$ 5,000
Conduits and cable	1	\$ 5,000	\$ 5,000
Insulated joints	10	\$ 500	\$ 5,000
Demolition, dispose of old equipment	1	\$ 2,000	\$ 2,000
<b>Total Project</b>			<b>\$ 120,000</b>





Source: Water & Light *Tab*

Agenda Item No:

To: City Council  
From: City Manager and Staff *MM*

Council Meeting Date: Jan 21, 2014

Re: Amendment to the supplemental agreement for active warning device upgrades at the Columbia Terminal Railroad's crossing with College Avenue (MO 763).

**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an amendment to the supplemental agreement with the Missouri Highway and Transportation Commission. This amendment is for the active warning device upgrades at the Columbia Terminal Railroad's crossing with College Avenue and the appropriations of funds. The amendment will allow MoDOT to pay 100% of the cost required to refurbish and update the equipment formerly at the Columbia Terminal Railroad's (COLT) crossing at US 63 and reinstall at College Ave. Total project cost is estimated at \$196,000. The COLT will initially pay for the project with full reimbursement from MoDOT.

**DISCUSSION:**

In the agreement executed on December 7, 2012, Missouri Department of Transportation (MoDOT) offered to share the cost to upgrade the Columbia Terminal Railroad's (COLT) active warning devices at College Avenue (MO 763). MoDOT had originally offered to pay 95% of the cost required to refurbish and update the equipment formerly at US 63 and reinstall at College Ave. The original cost estimate for the project was \$120,000 with a Final Cost to the COLT to be \$6,000.

Since executing the agreement, the City has called for bids through the Purchasing Division for the active warning device upgrades at the Columbia Terminal Railroad's crossing with College Avenue. The low bid for the project came in at \$196,000. Staff from the COLT contacted MoDOT to inform them of this information. Since that time additional funding has been made available to MoDOT and they have now offered to reimburse the entire project cost.

Staff requests approval of an ordinance authorizing the City Manager to execute an amendment of the supplemental agreement with the Missouri Highway and Transportation Commission and increase the budget for upgrades to the Columbia Terminal Railroad's active warning devices at College Avenue and the appropriations of funds.

**FISCAL IMPACT:**

The electric utility will advance funds to COLT in anticipation of reimbursement. MoDOT will reimburse COLT for 100% of total cost which is estimated at \$196,200. While COLT will initially pay for the project, with the reimbursement from MoDOT, the final cost to COLT is estimated to be \$0.00. Upon reimbursement from MoDOT, COLT will return the advance to the electric utility.

**VISION IMPACT:**

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None

**SUGGESTED COUNCIL ACTIONS:**

Staff recommends Council approve the ordinance authorizing the City Manager to execute an amendment to the supplemental agreement with the Missouri Highway and Transportation Commission for the refurbishment and update of the equipment formerly at the COLT crossing at US 63, reinstall at College Ave and the appropriations of funds.

<b>FISCAL and VISION NOTES:</b>					
<b>City Fiscal Impact</b> Enter all that apply		<b>Program Impact</b>		<b>Mandates</b>	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	Yes
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	<b>Vision Implementation impact</b>	
Amount of budget amendment needed	\$196,000.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		<b>Resources Required</b>		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	