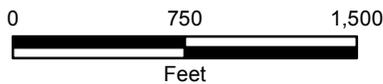
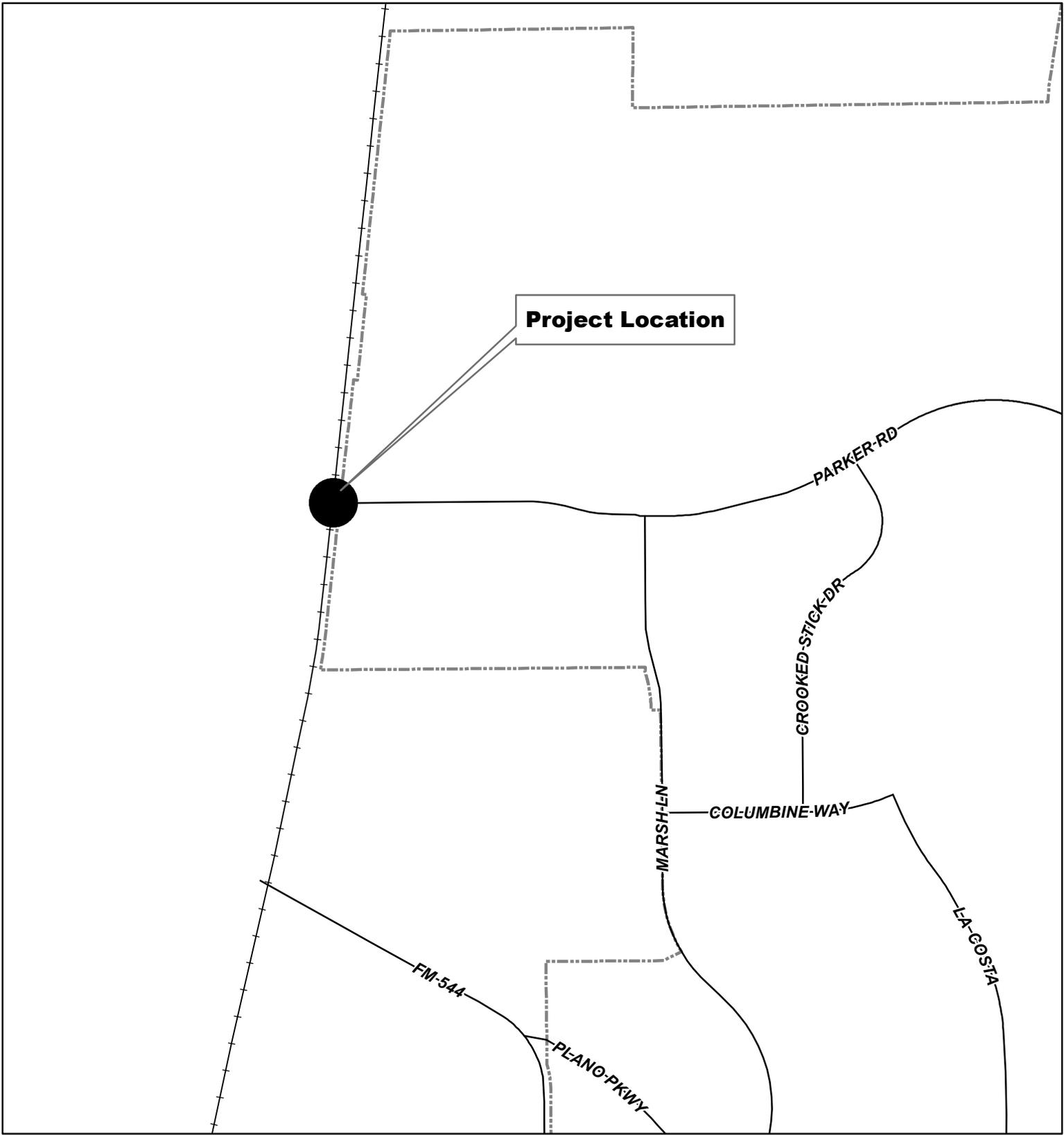




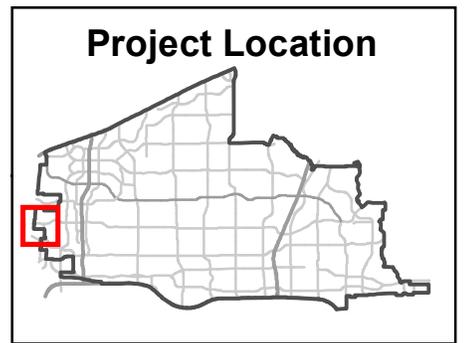
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/24/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #): <b>Kathline Schonne 7198</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving a Crossing Surface Installation Agreement by and between the City of Plano and Burlington Northern Santa Fe (BNSF) Railroad; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	120,000	0	<b>120,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-56,000	0	<b>-56,000</b>
<b>BALANCE</b>	<b>0</b>	<b>64,000</b>	<b>0</b>	<b>64,000</b>
<b>FUND(S): STREET IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> . Funding is available for this item in the 2014-15 Street Improvements CIP. Improvements to the Parker Road and BNSF crossing, in the amount of \$56,000, will leave a current year balance of \$64,000 available for future street improvements.</p> <p><b>STRATEGIC PLAN GOAL:</b> Improving a railroad crossing to provide a smooth riding surface relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods – 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
This resolution and agreement is for improvements to the Parker Road at BNSF railroad crossing. The railroad tracks are currently much lower at this crossing than the adjacent roadway creating a severe "dip" in the driving surface. The City has received numerous complaints about the conditions. BNSF has agreed to reset the crossing to eliminate the "dip" and provide a smooth riding surface.				
List of Supporting Documents: Location Map; Resolution; Agreement			Other Departments, Boards, Commissions or Agencies N/A	



City of Plano GIS Division  
July, 2015

# BNSF Right of Way Parker Road Crossing Renewal



**A Resolution of the City of Plano, Texas, approving a Crossing Surface Installation Agreement by and between the City of Plano and Burlington Northern Santa Fe (BNSF) Railroad; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS,** City of Plano has a need to raise the railroad crossing at Parker Road to increase driver safety; and

**WHEREAS,** the Engineering Department has determined that the raising of the railroad tracks is the best possible option available; and

**WHEREAS,** upon consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement should be approved, and that the City Manager or his designee shall be authorized to authorized to accept the proposal on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS THAT:**

**Section I.** The terms and conditions of the proposal having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizen, are hereby in all things approved.

**Section II.** The City Manager, or his authorized designee is hereby authorized to execute the agreement or any other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this 24th day of August, 2015.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**CROSSING SURFACE INSTALLATION AGREEMENT**  
**BNSF FORM 0108**

**BNSF RIGHT-OF-WAY  
PARKER ROAD  
Plano, Texas  
Denton County  
DOT NO. 675121M  
LS 1046, MP 693.40**

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of **August 24, 2015**, by and between the City of Plano, Texas (hereinafter called, "Agency") and The BNSF Railway Company (hereinafter called, the "Company").

WHEREAS, Company operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, Agency and Company desire to install a new concrete and rubber crossing surface and perform drainage work at **PARKER ROAD**;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Company Work.** The Company will install a concrete and rubber crossing surfaces for a width of 112 feet on the one track by replacing the track panels through the roadway, re-using/re-installing the existing 96-ft on concrete, and installing 16 feet of new concrete crossing panels. The new crossing surface will cover all vehicular driving lanes and the proposed sidewalk extension on the north side of **Parker Road**. The Company will perform all necessary track upgrades to accommodate the new crossing surfaces. The Company contact person to coordinate and schedule the work is Roadmaster W. Lee Miller at Office: 817-352-2548 or Cell Phone: 806-672-4561.

2. **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will order materials and upon completion of installing the new concrete crossing surface will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Agency agrees to pay Company a lump sum total cost of **fifty-six thousand and no/100 dollars (\$56,000)** for the new crossing surfaces (\$500/ft x 112ft).

3. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, the Company will maintain, at its own cost and expense, the crossing surface in a satisfactory manner. Notwithstanding the preceding sentence, the Company shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

4. **Vehicular Traffic during Installation.** The Agency shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular traffic at the **Parker Road** crossing during installation of the new crossing surface.

5. **Drainage.** The Agency agrees to allow the Company to drain water from the **Parker Road** crossing area into existing Agency storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by the Company.

6. **Roadway Surfacing Work.** The Agency agrees to furnish and place asphalt-stabilized

base under the track for the crossing surface renewal. The Agency agrees to also furnish and place asphalt on both roadway approaches to the new crossing surface at **Parker Road**. Agency further agrees that both new roadway approaches will be constructed level with the top of rail of the finished crossing surface. Future sidewalk extension/construction must be located to the right/field side of crossing signal foundation and provide a 5'-3" minimum horizontal clearance from center line of crossing signal foundation to the edge of sidewalk. Sidewalk must intersect track at close to perpendicular as practical. Sidewalk approaches must be level with top of rail for 17' minimum distance from the outside rail. Detectable Warnings must extend across full width of sidewalk and be 2' minimum depth and be located 12' minimum from outside rail on the west side and 2' minimum in advance of the counter-weight on the crossing signal on the east side.

7. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and Agency's payment of the amounts set forth in Section 2 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

**COMPANY:**

**The BNSF Railway Company:**

By: \_\_\_\_\_  
Timothy J. Huya, Manager Public Projects

**AGENCY:**

**City of Plano, Texas**

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

**ATTEST:**

\_\_\_\_\_  
Lisa C. Henderson, City Secretary

Approved as to form:

\_\_\_\_\_  
Paige Mims, City Attorney

All invoices for the project will be sent to:  
CITY OF PLANO  
Attn: B. Caleb Thornhill, Engineering CIP Manager  
1520 K Avenue, 2<sup>nd</sup> Floor, Suite 250  
Plano, Texas 75074  
Phone: 972-941-7152  
Email: Calebt@plano.gov