

ORDINANCE NO. _____

AN ORDINANCE APPROVING AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE AND DELIVER A REIMBURSEMENT AGREEMENT FOR QUIET ZONE SERVICES BY AND BETWEEN THE CITY OF DENTON AND THE UNION PACIFIC RAILROAD COMPANY ("UPRR") RELATING TO THE MINGO ROAD QUIET ZONE PROJECT FROM FRAME STREET TO MOCKINGBIRD LANE IN THE CITY OF DENTON; AUTHORIZING THE EXPENDITURE OF FUNDS NOT-TO-EXCEED AMOUNT OF \$60,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton presently utilizes the Union Pacific Railroad Company's ("UPRR") property for existing at-grade public road crossings located adjacent to Mingo Road from Frame Street to Fishtrap Road in the City of Denton, Denton County, Texas; and

WHEREAS, the City of Denton ("City") is in the process of improving and widening Mingo Road; and

WHEREAS, the City is looking at the corridor holistically; and

WHEREAS, the City is considering the installation of a new at-grade crossing at future Ruddell Extension; and

WHEREAS, the UPRR right-of-way is utilized by the City of Denton for the existing at-grade crossings at Frame Street, Willis Street, Pertain Street, Private Driveway, Nottingham Drive, Mockingbird Lane, Cooper Creek Road, and Fishtrap Road; and

WHEREAS, the City is in the process of assessing the needs to establish a Quiet Zone corridor along Mingo Road from Frame Street to Mockingbird Lane ("Project"); and

WHEREAS, on December 12, 2021, the City of Denton requested the UPRR cooperation in connection with the Project; and

WHEREAS, on January 26, 2022, UPRR presented a standard Reimbursement Agreement for Quiet Zone Services ("Agreement") for the cost services including meetings, field diagnostic(s) and inspections, notice of intent review and comments, public authority application review and comments, notice of establishment review and comments, implementation efforts, grade crossing inventory updates, and travel expenses; and

WHEREAS, the parties acknowledge the UPRR scope follows the process laid out in the Federal Railroad Administration's ("FRA's") Train Horn and Quiet Zone Rule as required in the FRA's Final Rule on the Use of Locomotive Horns at Highway/Rail Grade Crossings that became effective June 24, 2005; and

WHEREAS, the parties acknowledge the UPRR services will provide multiple scope items that cannot be precisely determined until the field diagnostic is complete and improvements are determined; and

WHEREAS, UPRR estimated the cost for services to be \$60,000.00; and

WHEREAS, the parties acknowledge the cost is an estimate and will be invoiced monthly as a pay-as-you-go; and

WHEREAS, if costs are expected to exceed the estimated amount of Sixty Thousand Dollars (\$60,000.00) UPRR will provide the City with documentation supporting the actual costs incurred and Capital Project Department will seek appropriate City approval; and

WHEREAS, if the City elects to move forward with the design of the Project and includes work in the UPRR right of way, UPRR shall prepare and forward to the City a separate reimbursement agreement for preliminary engineering services to develop final plans and specifications, and prepare material and force cost estimates for any work required to be performed by the Railroad and this Agreement herein will remain in effect for the duration of the Quiet Zone Work described in **Exhibit B** of the Agreement; and

WHEREAS, if the City elects to cancel UPRR services within this Agreement at any time, the request must be made in writing and the City will be responsible to reimburse UPRR one hundred percent (100%) of all actual costs and expenses incurred within the scope of the agreement; and

WHEREAS, the City Council having considered the Reimbursement Agreement for Quiet Zone Services that is required by UPRR, and considering the importance of the Project to the citizens of Denton, is of the opinion that it should approve the above-referenced Agreement by and between the City and UPRR; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance and are true and correct.

SECTION 2. The City Manager, or their designee, is authorized to execute the Agreement a copy of which is attached hereto as Exhibit "A" and made part hereof for all purposes.

SECTION 3. The City Manager is further authorized to carry out all obligations and duties of the City as set forth in the Reimbursement Agreement, including but not limited to the expenditure of funds not to exceed Sixty Thousand Dollars (\$60,000.00).

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and

seconded by _____. The ordinance was passed and approved by the following vote [____ - ____]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

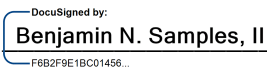
PASSED AND APPROVED this the _____ day of _____, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:  Benjamin N. Samples, II
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