

AN ORDINANCE 2017-11-30-0913

**AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY (UPRR) TO PAY TO THE CITY FIFTY PERCENT OF THE COST, OR \$21,945.00 FOR THE CITY'S CONSTRUCTION AND INSTALLATION OF TWO ROADWAY CLEARANCE HEIGHT CURTAINS ON S. ST. MARY'S STREET BETWEEN JACOBS STREET AND W. WHITTIER STREET NEAR THE UPRR BRIDGE LOCATED AT UPRR'S MILEPOST 210.98 (DOT #1 764297T) IN COUNCIL DISTRICT 5.**

\* \* \* \* \*

**WHEREAS**, between 2015 and 2017, UPRR has recorded 22 oversized vehicle strikes to the above grade UPRR railroad bridge at S. St. Mary's Street between Lotus Avenue and Mission Road; and

**WHEREAS**, a roadway clearance height curtain consists of a traffic signal mast and arm with alternating red and white-colored PVC reflective sheeting hanging on cables from the arm which creates a curtain effect which will create a visible barrier alerting the driver to the upcoming low-clearance bridge and the audible sound and impact will be heard and felt with minimal vehicle damage to alert the driver to stop before proceeding to strike the bridge; and

**WHEREAS**, in September 2016, Transportation & Capital Improvements (TCI) designed plans for two roadway clearance height curtains for installation; one on the southbound approach and one on the northbound approach to the UPRR railroad bridge and these devices will be an addition to the existing traffic warning devices at the location; and

**WHEREAS**, construction and installation of the S. St. Mary's Street two roadway clearance height curtains will be executed by TCI staff with project work beginning in December 2017 and completion in March 2018; and

**WHEREAS**, this one-time City expenditure of a 50% cost share for the S. St. Mary's Street two roadway clearance height curtains in the amount of \$21,945.00 is available from the 2017-2022 General Obligation Bond Program and is included in the 2018-2023 Capital Improvement Program Budget; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee is authorized to execute the Reimbursement Agreement with UPRR for the St. Mary's Street Roadway Clearance Height Curtains Project, a copy of which in substantially final form is set out in **ATTACHMENT I**.

**SECTION 2.** Funds are authorized to be received from Union Pacific Railroad Company to SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 23-01605, Roosevelt Ave(I-10 to S St. Mary's St), and the budget shall be revised by increasing WBS

element 23-01605-90-10-01, UPRR Contributions and SAP General Ledger 4502280, Contribution from other Agencies, in the amount of \$27,851.00.

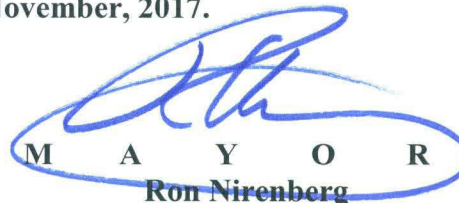
**SECTION 3.** The amount up to \$27,851.00 is appropriated in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 23-01605, Roosevelt Ave(I-10 to S St. Mary's St), SAP WBS Element 23-01605-05-02-01, entitled Construction-City, SAP GL Account 5201140.

**SECTION 4.** A Payment in an amount not to exceed \$21,945.00 in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 23-01605, Roosevelt Ave(I-10 to S St. Mary's St), is authorized to be encumber made payable to Union Pacific Railroad Company, for construction services. Payments for services are contingent upon the availability of funds and the sale of future City of San Antonio, General Obligation Bonds in accordance with the adopted capital budget. Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

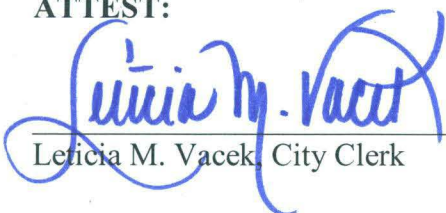
**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio.

**SECTION 6.** This Ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.


**PASSED AND APPROVED on this 30<sup>th</sup> day of November, 2017.**

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
for Andrew Segovia, City Attorney



<b>Agenda Item:</b>	<b>15A ( in consent vote: 15A, 15B )</b>						
<b>Date:</b>	11/30/2017						
<b>Time:</b>	10:02:22 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the execution of a reimbursement agreement with Union Pacific Railroad Company to pay to the City fifty percent of the cost, or \$21,945.00, for the City's construction and installation of two roadway clearance height curtains on S. St. Mary's Street between Jacobs Street and W. Whittier Street near the UPRR bridge located at UPRR's Milepost 210.98 (DOT#1 764297T) in Council District 5.						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x			x	
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

JH  
11/30/2017  
Item No. 15-A

# Attachment I

## **REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT (herein "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF SAN ANTONIO, a municipal corporation of the state of Texas (herein "AGENCY"), having a mailing address at 114 W. Commerce, P.O. Box 839966, San Antonio, Texas 78283-3996, and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (herein "UPRR"), having a mailing address at 1400 Douglas Street, STOP 910, Omaha, Nebraska 68179, collectively referred to herein as the "PARTIES."

### **WITNESSETH:**

WHEREAS, in the interest of public safety in relation to vehicular and railroad traffic, the AGENCY desires to install a vehicle height detection and warning system on AGENCY's South St. Mary's Street roadway near a UPRR bridge located at UPRR's MilePost 210.98 (DOT 764297T), on UPRR's Del Rio Subdivision, at or near San Antonio, Texas (the detection and warning system and related equipment shall be collectively referred to as the "Overheight Curtain").

WHEREAS, the AGENCY has agreed to purchase the Overheight Curtain and perform all work and pay all costs associated with the installation, operation, maintenance, and repair of the Overheight Curtain (the "Project").

WHEREAS, UPRR has agreed to reimburse the AGENCY for Fifty Percent (50%) of the AGENCY's actual costs to acquire and install the Overheight Curtain.

### **AGREEMENT:**

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

1. The AGENCY shall purchase the Overheight Curtain and the AGENCY will, at its sole cost and expense, furnish all labor, materials, roadway traffic control, tools and equipment for the installation of the Overheight Curtain and shall pay all costs associated with the installation, operation and repair of the Overheight Curtain (collectively, the "Work"). The AGENCY agrees that it shall have the sole responsibility for future and ongoing operation, maintenance and repair of the Overheight Curtain.

2. UPRR shall reimburse the AGENCY for Fifty Percent (50%) of the AGENCY's actual costs to acquire and install the Overheight Curtain, which such costs are estimated by UPRR and the AGENCY to be Forty Three Thousand Eight Hundred Ninety Dollars (**\$43,890.00**), as indicated in the attached estimate attached hereto and incorporated herein by reference as Exhibit A (the "Estimate"). Upon completion of the Project, AGENCY shall have ninety (90) days to prepare a final invoice with the supporting documentation of its One Hundred Percent (100%) costs related to the Project. UPRR shall have no obligation to make the reimbursement unless and until UPRR receives copies of invoices supported by evidence of payment made by AGENCY. Within forty-five (45) days of proper billing received by UPRR from the AGENCY, UPRR shall reimburse the AGENCY for Fifty Percent (50%) of AGENCY's costs, subject to the terms, conditions and limitations contained in this Agreement.

3. UPRR agrees to reimburse the AGENCY within forty-five (45) days of its receipt of billing from the AGENCY for fifty percent (50%) of all actual costs incurred by the AGENCY in connection with the Work including, but not limited to, all actual costs of engineering review (including construction phase services incurred by the AGENCY), construction, inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead



labor/construction costs including the AGENCY's standard additive rates. Any and all contracts necessary for performance of the Work will be let by the AGENCY. The Work will be performed in accordance with the Manual on Uniform Traffic Control Devices ("MUTCD"), and/or other standards, as applicable and must be performed in a good and workmanlike manner.

4. No Work will be performed on Property owned or controlled by UPRR. The Work must be performed in a manner that will not endanger or interfere with the safe and timely operations of UPRR and its facilities. All Work must be performed at least twenty-five (25) feet away from UPRR's nearest track.

5. UPRR makes no representations or warranties of any kind, express or implied, regarding the Overheight Curtain. UPRR further makes no representations or warranties as to the merchantability or fitness of the Overheight Curtain and related equipment for any particular purpose, and AGENCY's reliance on the Overheight Curtain is at AGENCY's own risk.

6. This Agreement is the only understanding by and between the AGENCY and UPRR pertaining to the Project, and stands independent of any other agreements between the PARTIES and/or their affiliates.

7. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF SAN ANTONIO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

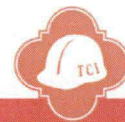
Exhibit A - The Estimate

# City of San Antonio

## Reimbursement Agreements with Union Pacific Railroad

City Council A Session Item #15A & #15B  
November 30, 2017

Presented by:  
Mike Frisbie, PE, Director/City Engineer



### Staff Recommendation

Authorize execution of two reimbursement agreements with Union Pacific Railroad Company to accept 50% of the cost for the City's construction and installation of:

- |          |   |          |
|----------|---|----------|
| <b>A</b> | 2 roadway clearance height curtains             | \$21,945 |
| <b>B</b> | Railroad crossing pavement marking refreshments | \$5,906  |





**A Project Location**

Roadway Clearance Height Curtains

Council District 5

St. Mary's Street

3

**A Project Scope**

Roadway Clearance Height Curtains

22

Oversized Vehicle Strikes to Bridge

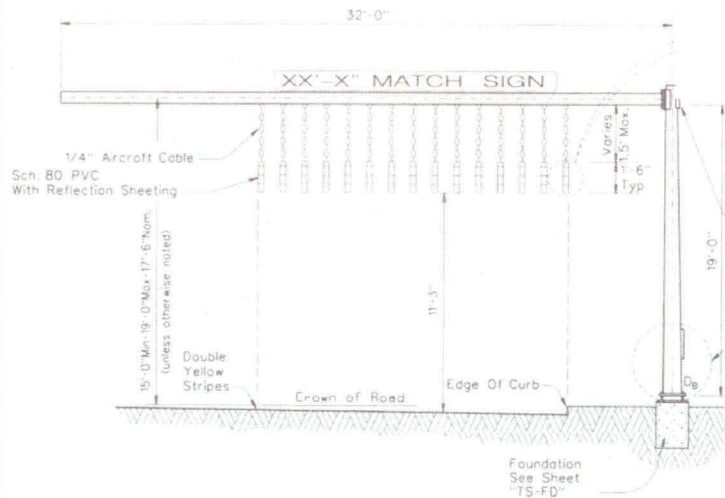
2015-2017

S. St. Mary's Street Railroad Bridge

4

## A Project Scope

Roadway Clearance  
Height Curtains



Source: <http://futurenetsecurity.com>

5

## B Project Locations

Railroad Crossing  
Pavement Marking Refresh



#	Location	Council District
1	E. Commerce St.	2
2	Harriman Pl.	5
3	Pendleton Ave.	5
4	S. Brazos St.	5

6

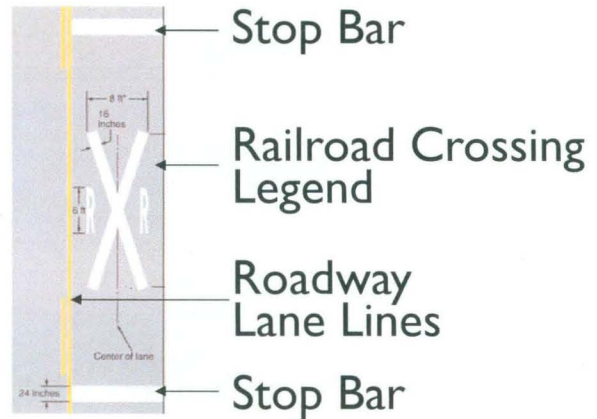


## B Project Scope

### Railroad Crossing Pavement Marking Refresh



Eastbound E. Commerce Street at Hoefgen Ave.



Source: Manual on Uniform Traffic Control Devices

7

## Fiscal Impact

**\$21,945**

Roadway Clearance  
Height Curtains

50%



50%



**\$5,906**

Railroad Crossing  
Pavement Markings

**\$21,945**

Roadway Clearance  
Height Curtains



**\$5,906**

Railroad Crossing  
Pavement Markings



FY 2018  
General Fund

8



## Project Schedule

**Construction  
Prep Begins**



**December  
2017**

**Completion**



**March  
2018**

9

## City of San Antonio

### Reimbursement Agreements with Union Pacific Railroad

City Council A Session Item #15A & #15B  
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