CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-119 Agreement between the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc. (MNA), and the City of Joplin for improved warning devices at the Enterprise Avenue railroad crossing.

MEETING DATE
April 20, 2026

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2026-119 Ordinance, Supplemental Agreement

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an agreement between the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc., and the City of Joplin for improved warning devices.

BACKGROUND
In 2025, City of Joplin staff, MNA staff, and MoDOT railroad division staff met at the Enterprise Avenue Railroad Crossing to discuss a potential upgrade to the crossing. After meeting on site, the Missouri Highways and Transportation Commission recommended an upgrade for improved warning devices with the Commission providing funding. MNA will install the warning devices. The City of Joplin is part of the agreement as it will be along a city street.

FUNDING SOURCE
This agreement is funded by the Missouri Highways and Transportation Commission.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading

CCO Form: MO66
Approved: 04/04 (BDG
Revised: 11/25 (TLP)
Modified: 01/26 (MWH)

Enterprise Rd
City of Joplin
County of Jasper
DOT Crossing# 919820R
Job No. RRP 024S(044)

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

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and the Missouri & Northern Arkansas Railroad Company, Inc. (hereinafter, "Railroad"), and City of Joplin (hereinafter, “Agency”), pursuant to the terms of a Master Agreement For Improved Warning Devices between the Railroad and Commission executed by the Railroad on April 29, 1993, and by the Commission on May 20, 1993.

WITNESSETH:

WHEREAS, the installation of various safety improvements appears to be warranted at an existing public highway/rail grade crossing in Joplin, Missouri, where Enterprise Rd intersects Railroad's tracks at a point known as DOT Crossing #919820R (hereinafter the “Enterprise Rd Grade 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; and

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on May 06, 2025, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

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 Supplemental Agreement is to provide for funding, installation, and maintenance of additional warning devices and other improvements at the Enterprise Rd Grade Crossing (hereinafter, the “Project”)

(2) SCOPE OF WORK:

(A) The scope of work includes the Railroad’s installation of new flashing light signals and gates,and one pair of sidelights in the northeast quadrant, all with LED lights, new power meter and pole/pedestal, a new signal bungalow at the northeast quadrant with redundant motion detection circuitry, installation of Do Not Stop on Tracks

sign, and a new concrete crossing surface at the Enterprise Rd Grade Crossing (US DOT# 919820R).

(B) The scope of work also includes the Agency's installation of W10-1 Advance Warning Signs and installation of a Stop Bar in front of approach Stop Sign.

(3) FUNDING AND APPORTIONMENT: The Commission will reimburse the Railroad for one hundred percent (100%) of the eligible costs of the work described in subsection (2)(A) and section (5) of this Supplemental Agreement. The Agency shall assume responsibility for one hundred percent (100%) of the costs of the work described in subsection (2)(B) of this Supplemental Agreement.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in subsection (2)(A) and section (5), all in accordance with the plan and cost estimate developed by the Railroad for this specific Project and attached to this Supplemental Agreement.

(5) PRELIMINARY WORK: The Railroad shall prepare and submit to the Commission a detailed plan and cost estimate for the work as described in subsection (2)(A) "Scope of Work" of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the Enterprise Rd Grade Crossing, which was conducted on May 6, 2025 and in accordance with the provisions of the Master Agreement.

The Detailed Plan shall be attached to this Supplemental Agreement as Exhibit A; the Detailed Cost Estimate shall be attached as Exhibit B; and both Exhibits A and B shall be incorporated by reference in this Supplemental Agreement.

(6) CHANGE ORDERS: If any material change is made in the original plan and extent of the work, reimbursement to the Railroad shall be limited to costs covered by a change order having approval of the Commission PRIOR to the performance of the work.

(7) INSTALLATION:

(A) The Railroad, upon receipt of notification from the Commission and in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to section 389.610 RSMo, approving this Project, shall furnish all labor and material and complete the work described in subsection (2)(A) in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in Title 23 Code of Federal Regulations (hereinafter, "CFR") Part 140 Subpart I and 23 CFR Part 646 Subpart B issued by the Federal Highway Administration.

(B) The Agency shall complete its performance of the work described in subsection (2)(B) of this Supplemental Agreement in accordance with the Ordered

Due Date of the Commission's Administrative Order pursuant to section 389.610 RSMo, approving and authorizing the Project described in this Supplemental Agreement.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work described in subsection (2)(A) and in section (5) of this Supplemental Agreement and the Agency will furnish all the material and do the work described in subsection (2)(B), each with its respective own forces, or may perform the work using a contractor paid under a contract let by the Railroad in compliance with provisions of 23 CFR Chapter I, Subchapter B, Part 140, Subpart I and Chapter 34 RSMo. Relevant provisions of 23 CFR and Chapter 34 RSMo are by reference made part of this Supplemental Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices described in subsection (2)(A) 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. The Agency shall maintain the W10-1 Advanced Warning signs that it installs in accordance with subsection (2)(B) of this Supplemental Agreement, using the Agency's own funds.

(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.

(11) PAYMENT PROVISIONS:

(A) 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 with State and Federal funds pursuant to Title 23 United States Code (hereinafter, "USC") 130, for one hundred percent (100%) of the costs incurred by the Railroad for its work as described in subsection (2)(A) and section (5) of this Supplemental Agreement. If an audit reveals that the Railroad has been overpaid, the Railroad shall immediately refund the Commission for such overpayment. If an audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(B) The Commission shall reimburse the Railroad within sixty (60) days after it has received Railroad's progressive invoices, and within one hundred twenty (120) days after it has received the Railroad's final invoice and statement of costs (which shall be conspicuously marked "FINAL"), for the actual costs incurred by the Railroad for eligible work performed in accordance with this Agreement. If the Commission disputes any invoice, the Commission shall pay the Railroad any undisputed amount within sixty (60) days of receipt of the invoice and, within thirty (30) days after receipt of the invoice, notify the Railroad of the disputed amount and request supporting documentation to verify the accuracy of the invoice. The Commission shall

thereafter pay the Railroad any remaining portions of the invoice within thirty (30) days of receipt of documentation adequate to justify the disputed expenditures.

(12) AGENCY OBLIGATION: In addition to performing the work described in subsection (2)(B) of this Supplemental Agreement, the Agency hereby agrees to cooperate in the handling of traffic during all of the work described in subsection (2)(A).

(13) INDEMNIFICATION: To the extent allowed or imposed by law, the Railroad and the Agency 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 Railroad's or the Agency's wrongful or negligent performance of its obligations under this Agreement.

(14) INSURANCE:

(A) The Railroad and the Agency is required or will require any contractor procured by the Railroad or the Agency to work under this Agreement:

1. To carry commercial general liability or railroad liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation (MoDOT) and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 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.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(15) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to section 285.530 RSMo no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars ($5,000) by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the

employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at

http://www.dhs.gov/xprevprot/programs/gc.1185221678150.shtm.

(B) By sworn affidavit, the Railroad affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.

(16) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Supplemental Agreement is made subject to approval of the proposed Project by a final administrative order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (AHC), in accordance with section 389.610 RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad, the Agency, and the Commission stipulate that the construction of the Project as described in this Supplemental Agreement will promote public safety and will not adversely affect public necessity. The Railroad and the Agency each consent that the Commission or the AHC, or both, may issue administrative orders approving and authorizing the construction of this Project in conformity with the provisions of this Supplemental Agreement, and the Railroad and the Agency each waives its right to notice and an opportunity for hearing before the issuance of these administrative orders provided no other party requests a hearing.

(17) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation (USDOT), the following provisions apply:

(A) Civil Rights Statutes: The Railroad and the Agency 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 USC 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad or the Agency is providing services or operating programs on behalf of MoDOT or the Commission, they shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and the Agency shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) Nondiscrimination: The Railroad and the Agency 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 and the Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad and the Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad or the Agency 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 and the Agency of the requirements of this Supplemental Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Railroad and the Agency shall provide all information and reports required by this Supplemental 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 USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad or the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and the Agency shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts ii has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Railroad or the Agency fail to comply with the nondiscrimination provisions of this Supplemental Agreement, the Commission shall impose such contract sanctions as ii or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Supplemental Agreement until the Railroad or the Agency complies; and/or

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

(G) Incorporation of Provisions: The Railroad and the Agency shall include the provisions of this Section of this Supplemental Agreement in every subcontract, 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 USDOT. The Railroad and the Agency will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad or the Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad

and the Agency may request the United States to enter into such litigation to protect the interests of the United States.

(18) COMPLIANCE WITH LAWS: The Railroad and the Agency shall comply with all applicable federal, state, and local laws and regulations in the performance of this Supplemental Agreement.

(19) BUY AMERICA: The Railroad and the Agency agree to abide by the provisions of the Buy America requirements of the 49 CFR Part 661.

(20) AMENDMENTS: Any change in this Supplemental 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.

(21) COMMISSION REPRESENTATIVE: The Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Supplemental Agreement.

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

(23) LAW OF MISSOURI TO GOVERN: This Supplemental 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 Supplemental Agreement.

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

(25) CANCELLATION: The Commission may cancel this Supplemental Agreement at any time for a material breach of contractual obligations by providing the Railroad and the Agency with written notice of cancellation. Should the Commission exercise its right to cancel the Supplemental Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad.

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

(27) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work described in subsection (2)(A) or section (5), 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 may 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.

(28) AUTHORITY TO EXECUTE: The signers of this Supplemental 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 Supplemental Agreement.

(29) 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.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement on the last date written below. The Agency executed same pursuant to Ordinance No. _____, of said Agency, approved on the _____ day of _____, 20____.

Executed by Railroad on _____ (date).

Executed by Agency on _____ (date).

Executed by MHTC on _____ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Name: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC.

By: _____

Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

City Ordinance No._____

Exhibit A

[to be attached hereto]

Exhibit B

[to be attached hereto]

Exhibit C

Annual Worker Eligibility Verification Affidavit

[to be attached hereto]
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

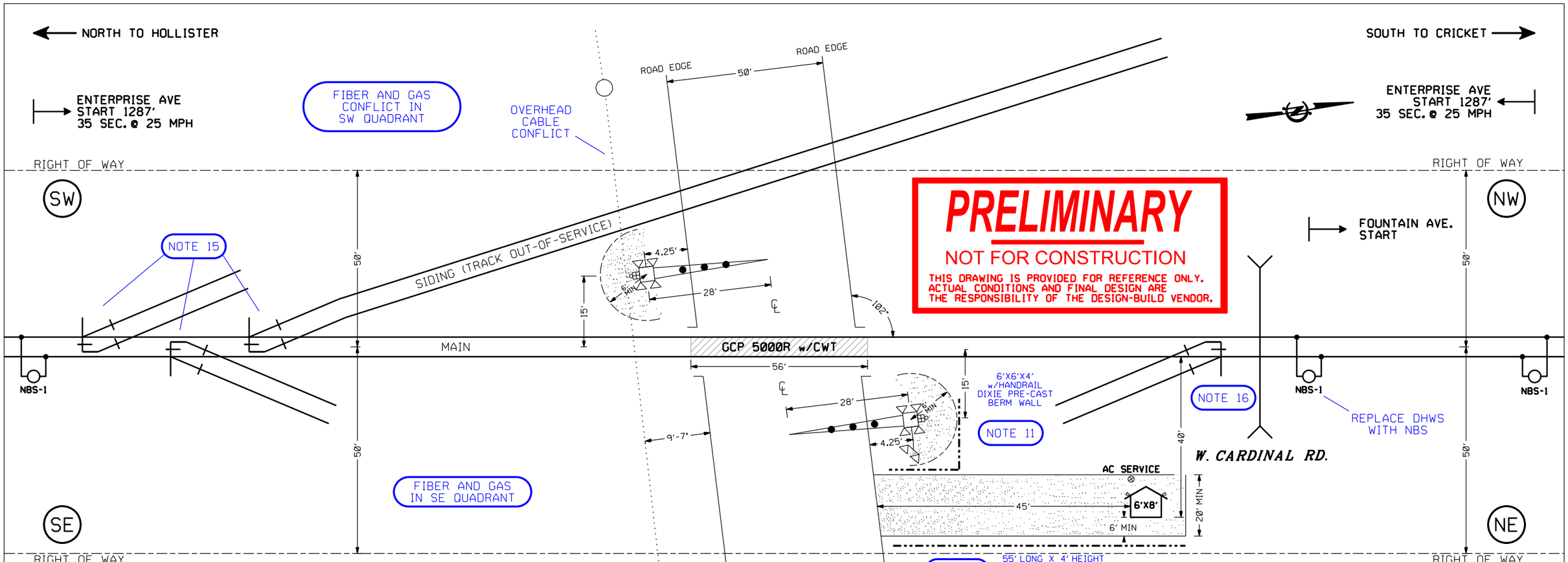
STATE OF _____)
) ss.
COUNTY OF _____)
On the _____ day of _____, 20_____, before me appeared (Affiant's name:)_____, who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the (Title:)_____ of MISSOURI & NORTHERN ARKANSAS RAILROAD CO., INC. and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

_____
Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

_____
Notary Public
My commission expires:



PRELIMINARY

NOT FOR CONSTRUCTION

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. ACTUAL CONDITIONS AND FINAL DESIGN ARE THE RESPONSIBILITY OF THE DESIGN-BUILD VENDOR.

APPROACH DISTANCE CALCULATION		NORTH		SOUTH
ACTUAL PRIME CROSSING WARNING TIME		30 SEC		30 SEC
TIME FOR CROSSING CLEARANCE DISTANCE > 35'	+	0 SEC	+	0 SEC
TRAFFIC PRE-EMPTION TIME	+	0 SEC	+	0 SEC
TOTAL CALCULATED DESIGN WARNING TIME		30 SEC		30 SEC
EQUIPMENT RESPONSE TIME	+	5 SEC	+	5 SEC
BUFFER TIME	+	0 SEC	+	0 SEC
TOTAL WARNING TIME FOR APPROACH DISTANCE CALCULATION		35 SEC		35 SEC
CALCULATED AT MAXIMUM TRAIN SPEED	x	25 MPH	x	25 MPH
RATIO OF FEET PER SECOND TO MILES PER HOUR	x	1.470	x	1.470
APPROACH LENGTH (ROUNDED UP TO THE NEXT FOOT)		1287 FEET		1287 FEET

= NOTE

⊗ - LOCATION OF AC SERVICE

○ - UTILITY POLE

benesch
engineers · scientists · planners
Alfred Benesch & Company
1230 East Diehl Road, Suite 109
Naperville, IL 60563
630-577-9100 Job No. 2226-3G0405.68

NOTES;

1. MATERIAL & INSTALLATION TO BE IN ACCORDANCE WITH MUTCD, STATE AND RAILROAD STANDARDS.
2. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS. VENDOR TO VERIFY ALL CONDITIONS.
3. FLASHLIGHT SIGNALS TO BE LIGHT EMITTING DIODE ASSEMBLIES (LED).
4. SEE APPROACH CIRCUIT DISTANCE CALCULATION TABLE FOR PLANNED WARNING TIME AND TRAIN SPEED PER TRACK.
5. APPROACH DISTANCES ARE TO BE MEASURED FROM THE TERMINATIONS TO CLOSEST SET OF TRACK LEADS AT CROSSING.
6. CONDUIT MUST BE BORED.
7. VENDOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES WITHIN LIMITS OF CONSTRUCTION.
8. INSTALL FOUNDATIONS TO AVOID UNDERGROUND UTILITIES.
9. ENSURE ALL DITCHES ALONG THE TRACKS IN ALL FOUR QUADRANTS HAVE POSITIVE DRAINAGE FLOW TO 100' FROM THE HIGHWAY.
10. CAMERA SYSTEM TO BE PROVIDED AND INSTALLED BY VENDOR
11. INSTALL BERM WALL FOR WARNING DEVICE IN NE QUAD.
12. INSTALL BERM WALL IN NE QUAD FOR SIGNAL BUNGALOW.
13. BUNGALOW TO BE SET TO 40 FEET FROM OUTSIDE RAIL AND 45 FEET FROM CURB.
14. CITY TO INSTALL STOP BAR IN NE QUADRANT.
15. SB APPROACH CONSISTS OF THREE (3) HANDTHROW SWITCHES. SWITCH INSULATION PACKAGES REQUIRED.
16. NB APPROACH CONSISTS OF ONE (1) HANDTHROW SWITCH. SWITCH INSULATION PACKAGE REQUIRED.

811 Know what's below. Call before you dig.

"DRAWING NOT TO SCALE"

PROPOSED CROSSING LAYOUT

REVISIONS

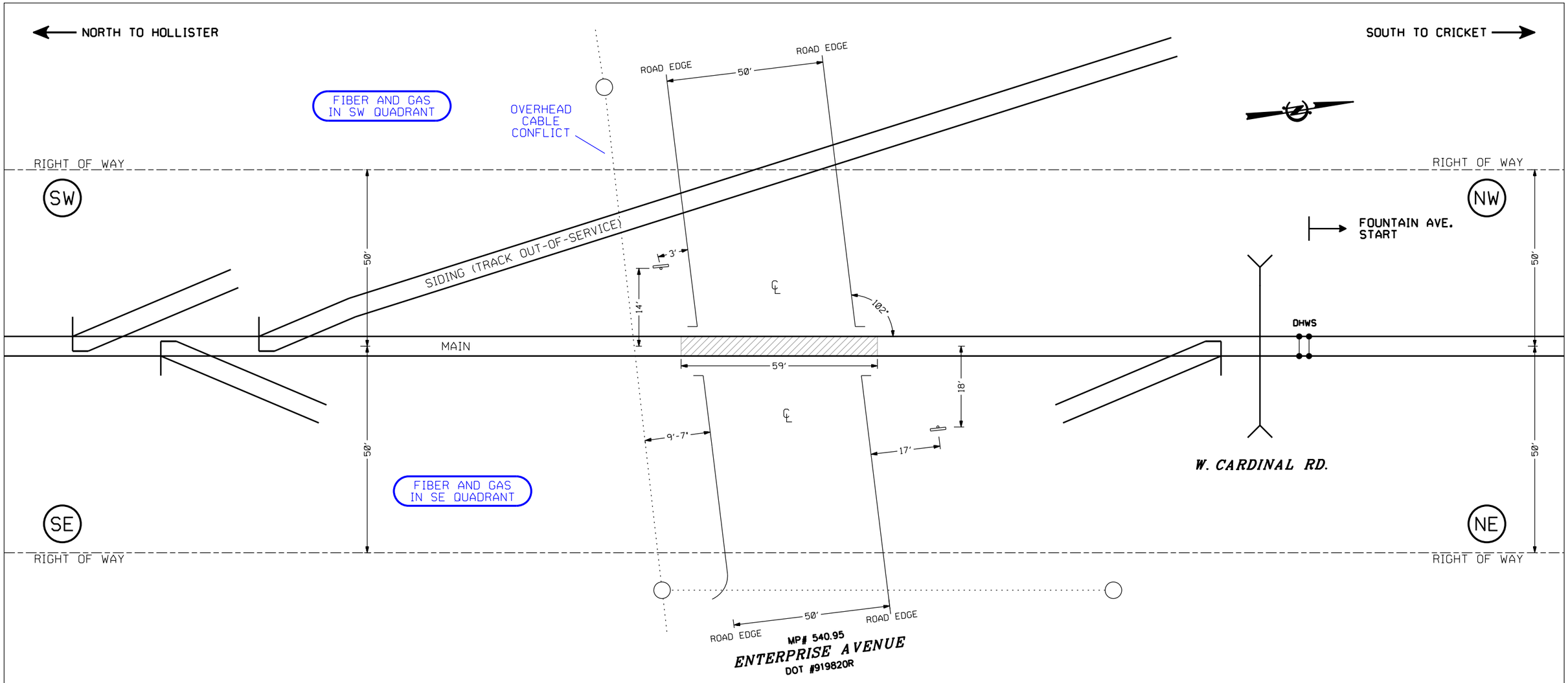
THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.

MISSOURI & NORTHERN ARKANSAS RAILROAD

DRAWN: ICP
DESIGNED: TCS
CHECKED: BPB
DATE: 8/11/25

ENTERPRISE AVENUE
JOPLIN, (JASPER), MISSOURI
DOT#919820R MILEPOST#540.95

DRAWING NO.
MNAR54095.H01
SHEET 01 OF 01



= NOTE

⊗ - LOCATION OF AC SERVICE

◯ - UTILITY POLE

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PRELIMINARY

NOT FOR CONSTRUCTION

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. ACTUAL CONDITIONS AND FINAL DESIGN ARE THE RESPONSIBILITY OF THE DESIGN-BUILD VENDOR.

NOTES:

1. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS. VENDOR TO VERIFY ALL CONDITIONS.
2. VENDOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES WITHIN LIMITS OF CONSTRUCTION.
3. SOUTHBOUND APPROACH CONSISTS OF THREE (3) HANDTHROW SWITCHES THAT WILL REQUIRE SWITCH INSULATION PACKAGES.
4. NORTHBOUND APPROACH CONSISTS OF ONE (1) HANDTHROW SWITCH THAT WILL REQUIRE A SWITCH INSULATION PACKAGE.
5. ON RR SOUTH SIDE OF PROJECT CROSSING, SOUTHBOUND APPROACH START FOR FOUNTAIN AVENUE IS 1043 FEET FROM ROAD EDGE.

811 Know what's below. Call before you dig.

"DRAWING NOT TO SCALE"

EXISTING CROSSING LAYOUT

REVISIONS

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.

MISSOURI & NORTHERN ARKANSAS RAILROAD

DRAWN: ICP
DESIGNED: TCS
CHECKED: BPB
DATE: 8/11/25

ENTERPRISE AVENUE
JOPLIN, (JASPER), MISSOURI
DOT#919820R MILEPOST#540.95

DRAWING NO.
MNAR54095.H02
SHEET 01 OF 01

Force Account Estimate

OOM

Railroad:	Missouri & Northern Arkansas Railroad Company, Inc.	**Region:**	American
Agency:	Missouri Department of Transportation	**State:**	MO
DOT #:	919820R	**COUNTY:**	Jasper
ROADWAY:	Enterprise Ave	**CITY:**	Joplin
DESCRIPTION:	Order of Magnitude Estimate associated with warning device upgrades and new surface reconstruction. Updated FAE will be provided at a later date after Bids have been received.		
AGENCY PROJECT NUMBER:	RRP-024S(044)	**ESTIMATE SUBJECT TO REVISION AFTER:**	**05/17/26**

PRELIMINARY ENGINEERING:		
Contracted & Administrative Engineering Services	$	25,000
Subtotal	**$**	**25,000**
CONSTRUCTION & CLOSEOUT:		
Contracted & Administrative Engineering Services	$	17,000
Subtotal	**$**	**17,000**
FLAGGING SERVICE:		
Contracted or Railroad Flagmen Services	$	21,000
Subtotal	**$**	**21,000**
UTILITY WORK:		
Power Service	$	10,000
Other	$	-
Subtotal	**$**	**10,000**
CONTRACT WORK:		
Outside Services	$	-
Railroad Protective Liability	$	4,494
Crossing Surface	$	242,000
Crossing Signals	$	400,000
Subtotal	**$**	**646,494**
RAILROAD TRACK:		
Labor & Material	$	-
Subtotal	**$**	**-**
RAILROAD SIGNAL & COMMUNICATION:		
Labor & Material	$	-
Subtotal	**$**	**-**
PROJECT SUBTOTAL:	**$**	**719,494**
Contingencies: **10.00%**	$	71,949
Public Project Additive: **6.00%**	$	47,487
PROJECT TOTAL: **********	**$**	**838,930**
CURRENT AUTHORIZED BUDGET: **********	**$**	**-**
TOTAL SUPPLEMENT REQUESTED: **********	**$**	**838,930**

DIVISION OF COST:

Agency	100.00%	$	838,930
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: BPB **Approved by:** **Public Project Department**

DATE: 05/22/25 **REVISED:** 11/18/25 **DATE:** 11/18/25

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On the 15 day of October, 2024, before me appeared (Affiant's name:) Gregory M. Feyerabend who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the *(Title:)* General Manager of Missouri Northern Arkansas Railroad, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

Notary Public

My commission expires: 04-28-28

[documentation of enrollment/participation in a federal work authorization program attached]

DESTINY RINGEN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 20712640
My Commission Expires Apr 28, 2028

COUNCIL BILL NO. 2026-119 **ORDINANCE NO**

AN ORDINANCE approving an Agreement between the City of Joplin, the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc. that pertains to improved warning devices at the Enterprise Avenue railroad crossing; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective.

WHEREAS, the City of Joplin, the Missouri Highways and Transportation Commission, the Missouri & Northern Arkansas Railroad Company, Inc. desire to enter into an agreement whereby the Missouri & Northern Arkansas Railroad Company, Inc. will install improved warning devices funded by the Missouri Highways and Transportation Commission where Enterprise Avenue intersects the railroad tracks at DOT Crossing #919820R.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the agreement by and between the City of Joplin, the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc., a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That this Council Bill shall have an effective date of May 5, 2026.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2026 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney