

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5 E

Council Meeting Date: August 27, 2019

ITEM TITLE: RESOLUTION
 INTRODUCED BY: Mayor Andrew "FoFo" Gilich
 CONTACT PERSON: E. Michael Leonard, CAO *ml*

SUMMARY EXPLANATION:

Resolution authorizing entry into Memorandum of Understanding with CSX Transportation, Inc. regarding the closure of certain railroad crossings and approval of one new railroad crossing for the Poppo Ferry Roadway Extension

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Memorandum of Understanding

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>
	Lawrence	_____	_____	_____	Tisdale	_____	_____	_____
	Gines	_____	_____	_____	Glavan	_____	_____	_____
	Newman	_____	_____	_____	Barrett	_____	_____	_____
	Deming	_____	_____	_____				

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO MEMORANDUM OF UNDERSTANDING
WITH CSX TRANSPORTATION, INC. REGARDING THE CLOSURE OF CERTAIN
RAILROAD CROSSINGS AND APPROVAL OF ONE NEW RAILROAD CROSSING
FOR THE POPPS FERRY ROADWAY EXTENSION

WHEREAS, in 2014 study was conducted in order to identify existing CSX Transportation, Inc. ("CSX") railroad crossings in the City of Biloxi (the "City") that could be consolidated with other crossings to improve safety and reduce the potential for accidents;

WHEREAS, the following railroad crossings were recommended for closure: Nixon Street, Holley Street, Iroquois Street, Dorries Street, Querens Avenue, and Delauney Street;

WHEREAS, by Resolution 127-17, the City's governing authorities nominated the aforementioned six (6) railroad crossings within the City for closure in order to improve transportation safety, all contingent on completion of parallel access roads which would allow citizens to use the nearest alternate railroad crossings;

WHEREAS, parallel roadways are now complete which would allow the closure of Nixon Street and Delauney Street;

WHEREAS, CSX has approved one new railroad crossing which would facilitate the Popp's Ferry Roadway Extension;

WHEREAS, the Memorandum of Understanding, attached hereto as Exhibit "A," documents the City's and CSX's mutual understanding, sequence of activities and guiding principles for the closure of railroad crossings and construction of one new railroad crossing, and

WHEREAS, it is the recommendation of E. Michael Leonard, Chief Administrative Officer, and Christy LeBatard, P.E., Director of Engineering, that the City enter the Memorandum of Understanding with CSX.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor is, on behalf of the City of Biloxi, authorized to accept, execute, and enter into the Memorandum of Understanding, attached hereto as Exhibit "A," with CSX Transportation, Inc.

SECTION THREE: The resolution shall take effect and be in force from and after adoption.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and executed this ____ day of _____ 2019, by and between CSX Transportation, Inc, a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT") and the City of Biloxi, a body corporate and political subdivision of Mississippi ("Agency")

RECITALS

WHEREAS, the Agency's comprehensive plan includes a project entitled Popp's Ferry Extension (the "Project") which would be a major thoroughfare across the existing CSX railroad line and would connect Pass Road to U.S. Highway 90, and

WHEREAS, The Agency seeks a new at-grade crossing of Popp's Ferry Road and the CSX railroad line at approximately CSX MP 000 732.05 (the "Popp's Ferry Extension Crossing"), and

WHEREAS, The Project eliminates three at-grade crossings: Nixon Street, Delauney Street, and Dorries Street, and

WHEREAS, adjacent connector roads are now constructed and available to allow closure of Delauney and Nixon Streets, and

WHEREAS, Completion of the Popp's Ferry Extension Crossing and Crossing Closures (collectively the "Crossing Projects") are in the best interest of all Parties and the traveling public, and

WHEREAS, The Parties desire to use means and methods which will cause construction of the Popp's Ferry Extension Crossing and closure of the above mentioned crossings in an efficient and orderly fashion which will include additional agreements between the Parties, such as Preliminary Engineering Agreements or Crossing Closure Agreements, and

WHEREAS, completion of an adjacent connector road by the City of Biloxi (000-725.69 to 000-726.25) will provide the opportunity for closure of a third crossing at Dorries Street, and

WHEREAS, The Parties agree that crossing signals and surface approaches for the new Popp's Ferry Extension Crossing are to be installed at the sole expense of the Agency, and

WHEREAS, The Parties agree that barriers, and removal of asphalt surface outside two feet (2') off the edge of tie for the above mentioned crossing closures will be constructed or removed at the sole expense of the Agency, and

WHEREAS, The Parties agree that removal of any CSX crossing arms and signals will be negotiated between the Parties and addressed in separate Crossing Closure Agreements

UNDERSTANDING

This MOU is solely intended to provide guidance regarding sequencing of events and steps necessary to open the new Poppo Ferry Extension Crossing and close the three designated crossings, which is set forth as "guiding principles" on Exhibit "A" attached hereto. All parties agree to work cooperatively and in good faith to further the purpose of this MOU.

This MOU is not intended to be a binding legal document, and no Party will have any legal rights of enforcement hereunder. Nothing in this MOU shall be construed to bind, direct, limit, or impair the future regulatory, legislative or governmental discretion of the Agency or MDOT in a manner not permitted by law. Neither the Agency nor MDOT shall incur liability for any losses or damages to any party that may be incurred as a result of, or in connection with, the Agency's or MDOT's exercise or performance of its regulatory, legislative or governmental powers or functions, or any judicial determination regarding the same.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF BILOXI

By: _____

AM. Gilich, Jr

Mayor

CSX TRANSPORTATION, INC

By: _____

Tony Bellamy

Director Project Management Public Projects

EXHIBIT A

GUIDING PRINCIPLES

Agency and CSX set forth the following general structure that will benefit the Project and Crossing Closures and the overall transportation network in the City of Biloxi. The Parties acknowledge that the definitive terms for the Project and Crossing Closures will be encapsulated in the Crossing Agreement and Crossing Closure Agreements and agree to work in good faith toward execution of the Poppo Ferry Extension Crossing Agreement and separate Crossing Closure Agreements.

GENERAL SEQUENCE OF EVENTS OR STEPS

The Parties believe the logical and most effective sequence of events for achieving the purpose of this MOU is:

1. Execution of Crossing Closure Agreements for Delauney and Nixon Streets
2. Construction of barrier and service preparation at Delauney and Nixon Streets
3. Closure of crossings at Delauney and Nixon Streets, removal of signage and installation of new signage directing traffic to alternate crossings
4. Execution of Crossing Agreement for the new Poppo Ferry Extension Crossing
5. Completion of an adjacent connector road (000-725.69 to 000-726.25) parallel to CSX which would provide access to adjacent crossings
6. Execution of Crossing Closure Agreement for Dorries Street
7. Construction of barrier and service preparation at Dorries Street
8. Closure of Crossing at Dorries Street, removal of signage and installation of new signage directing traffic to alternate crossings
9. Construction of new Poppo Ferry Extension crossing at MP 000-732.05
10. Installation of new signal and crossing guide system at new Poppo Ferry extension crossing
11. Open new Poppo Ferry Extension crossing in coordination with completion of the new Poppo Ferry Extension roadway linking Pass Road with U.S. Highway 90