

Missouri Department of Transportation

Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

April 5, 2022

JD Kehrman
City Administrator
214 N. Lafayette Ave
Marshall, MO 65340.

Dear Mr. Kehrman:

Please find enclosed for your record, copies of the fully executed Missouri Highways and Transportation Commission Administrative Order in the following case:

Case No.	DOT No.	Roadway	City	County
URO-19-16	293 470R	Benton Avenue	Marshall	Saline

The Administrative Order became effective on March 02, 2022 and the project must be Completed by April 30, 2023. Please notify this office in writing when the work has been Completed.

If you have any questions or if we can be of assistance, please contact me at (573)-751-7125 or Greg Leary at (573) 526-3577.

Sincerely,



David Swiercek

Rail Safety Specialist

Missouri Department of Transportation

(573)-751-7125

David.Swiercek@modot.mo.gov



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ADMINISTRATIVE ORDER

SECTION 1. INTRODUCTION

ORDER NUMBER: URO—19— 16

AN APPLICATION AND/OR AGREEMENT WAS FILED WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT), PROPOSING THE CONSTRUCTION, ALTERATION OR ABOLISHMENT OF A PUBLIC HIGHWAY/RAIL GRADE CROSSING OR GRADE SEPARATION STRUCTURE, OR BOTH. MoDOT HAS DISPLAYED A PUBLIC NOTIFICATION DOCUMENT IN THE MoDOT DISTRICT OFFICE WHERE THE CROSSING IS LOCATED, FOR NOT LESS THAN THIRTY (30) DAYS.
 THIS ADMINISTRATIVE ORDER DETERMINES WHETHER THE PROPOSED CONSTRUCTION, ALTERATION OR ABOLISHMENT SHOULD BE APPROVED.

SECTION 2. PARTIES OF RECORD

Local Public Road Authority	Railroad Corporation	Other Party or Parties of Record
City of Marshall (City)	Kansas City Southern Railway Co	Missouri Highways and Transportation Commission (MHTC)

SECTION 3. PUBLIC HIGHWAY/RAIL CROSSING PROJECT LOCATION

USDOT Crossing Inventory Number: 293470R	Project Number: RRP-000S(617)	Roadway Classification: Local
Route No.: N/A	Street Name: Benton Avenue	<input checked="" type="checkbox"/> Within / <input type="checkbox"/> Near
City / Town / Village: Marshall	County: Saline	Missouri
Railroad: Kansas City Southern Railway (KCS)	RR Milepost: 404.78	

SECTION 4. SCOPE OF WORK AND ALLOCATION OF COSTS

The project proposed for MHTC's consideration is described in the detailed plans, specifications and cost estimate(s), which are attached as exhibits and incorporated by reference in this Administrative Order. If the interested parties have signed an Agreement concerning this proposed project, then a copy of the Agreement is attached. Except as otherwise specified below in this section, each responsible party that constructs or installs a device or other safety improvement shall maintain that device or safety improvement after completion. The project is summarized below:

Scope of Work	Apportionment of Work		Apportionment of Costs		
	Responsible Party	ORDERED DUE DATE	Responsible Party (Fund)	%	\$
Permanently close the Benton Ave. at-grade highway/rail crossing (USDOT# 293470R) in the following manner: Remove the existing crossing surface and active warning devices at the grade crossing; install permanent barricades consisting of Type A or D guardrail with Type IV object markers approximately fifteen feet (15') from the edge of nearest rail on both sides of the crossing; obliterate pavement and any existing sidewalks from edge of nearest rail out to barricades on both sides of the crossing.	KCS	April 30, 2023	KCS	100%	\$26,450.00

MHTC ADMINISTRATIVE ORDER

DETERMINING PROPOSED CONSTRUCTION, ALTERATION OR ABOLISHMENT OF PUBLIC HIGHWAY/RAIL GRADE CROSSING, OR GRADE SEPARATION STRUCTURE, OR BOTH

Scope of Work	Apportionment of Work		Apportionment of Costs		
	Responsible Party	ORDERED DUE DATE	Responsible Party (Fund)	%	\$
Vacate the City's property rights in and to the Railroad right-of-way and remove the existing advance warning signs along each approach to the grade crossing.	City	April 30, 2023	City	100%	Project Cost
Crossing Removal Subtotal:					\$26,450.00
Pay crossing closure incentive payment in the amount of \$50,000.00 to the City in consideration of the permanent closure of the Benton Ave. grade crossing to roadway traffic.	KCS	Per Subsection (3)(E) of agreement fully executed on January 21, 2022	KCS		\$50,000.00
Pay crossing closure incentive payment in the amount of \$75,000.00 to the City in consideration of the permanent closure of the Benton Ave. grade crossing to roadway traffic.	MHTC	Per Subsection (3)(E) of agreement fully executed on January 21, 2022	<i>MHTC (Sec. 130)</i> <i>65% of 75,000.00</i>		\$48,750.00
			<i>MHTC (GCSA)</i> <i>35% of 75,000.00</i>		\$26,250.00
			MHTC		\$75,000.00
Crossing Closure Incentive Subtotal:					\$125,000.00
Total estimated project costs:					\$151,450.00
SECTION 5. APPROVAL OF PROJECT					
A. THE PROPOSED PROJECT IS APPROVED AND AUTHORIZED AS DESCRIBED IN SECTION 4 OF THIS ORDER, FOR THE FOLLOWING REASON(S):					
1. The proposed project will not adversely affect public necessity, and will promote public safety, if it is completed and maintained in conformity with the terms of this Administrative Order.					

MHTC ADMINISTRATIVE ORDER

DETERMINING PROPOSED CONSTRUCTION, ALTERATION OR ABOLISHMENT OF PUBLIC HIGHWAY/RAIL GRADE CROSSING, OR GRADE SEPARATION STRUCTURE, OR BOTH

SECTION 6. ADDITIONAL FINDINGS AND ORDERS

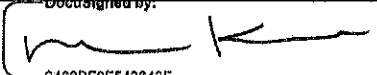
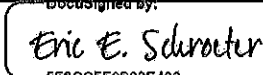
- A. MHTC FINDS AND ORDERS THAT EACH RESPONSIBLE PARTY IDENTIFIED IN SECTION 4 SHALL:
1. Proceed with the construction and installation of the project in conformity with Section 4 of this Administrative Order. Each responsible party shall notify the MoDOT Railroad Projects Manager not less than five (5) days before beginning field work.
 2. Complete all required project work described in Section 4 of this order, not later than the Ordered Due Date stated above in Section 4 of this Administrative Order.
 3. Submit written notice of completion of all assigned project work items to MoDOT's Railroad Projects Manager, not later than thirty (30) days after the completion of such work.
 4. Maintain each device or other safety improvement as provided in Section 4 of this order.
 5. Submit project final bills for all work reimbursable by MHTC as provided in Section 4 of this order, not later than one (1) year after submission of notice of completion, or funds will no longer be available.

SECTION 7. ADMINISTRATIVE HEARING; JUDICIAL REVIEW

<p>Any interested party may file an application for review of this Administrative Order with the Missouri Administrative Hearing Commission (AHC). Upon the filing of such an application, AHC acquires exclusive jurisdiction to review, determine, prescribe or deny the project, as provided by law. Then AHC may conduct hearings, make findings of fact and conclusions of law, and issue orders determining this project.</p>	<p>Administrative Hearing Commission P.O. Box 1557 Jefferson City, MO 65102-1557 573-751-2422</p>
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Any interested party aggrieved by a final administrative order in this matter, whether issued by MHTC or AHC, may seek judicial review of that order by filing a petition in the Missouri Circuit Court as provided by law, unless the party waives judicial review.

SO ORDERED:

<p>Signature: </p> <p style="font-size: small; margin-top: 5px;">2492BF0F643843F...</p>	<p>Signature: </p> <p style="font-size: small; margin-top: 5px;">5F8C0FE9B29E499...</p>
<p>Name (Printed): MICHELLE KRATZER</p>	<p>Name (Printed): Eric E. Schroeter</p>
<p>Title: Multimodal Operations Director</p>	<p>Title: Assistant Chief Engineer</p>
<p>Date Signed: 2022-03-02 12:33 PM CST</p>	<p>Date Signed: 2022-03-02 2:46 PM CST</p>

This Order becomes effective upon date of last signature.

Certificate Of Completion

Envelope Id: DE03E603ADCC4B7F90C7F20121B2AF7D
Subject: Please DocuSign: AO_Benton_Ave_2022.pdf
Source Envelope:
Document Pages: 3
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Jack S. Wright
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190
Jack.Wright@modot.mo.gov
IP Address: 168.166.80.221

Record Tracking

Status: Original
2/11/2022 6:17:39 AM

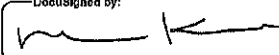
Holder: Jack S. Wright
Jack.Wright@modot.mo.gov

Location: DocuSign

Signer Events

MICHELLE KRATZER
michelle.kratzer@modot.mo.gov
Multimodal Operations Director
MoDOT
Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

2402BF0F543043F...

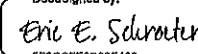
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Using IP Address: 168.166.80.221

Timestamp

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Viewed: 3/2/2022 12:32:51 PM
Signed: 3/2/2022 12:33:19 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Eric E. Schroeter
Eric.Schroeter@modot.mo.gov
Assistant Chief Engineer
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)

DocuSigned by:

6F80CFE9B20E499...

Signature Adoption: Pre-selected Style
Using IP Address: 168.166.80.221

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Signed: 3/2/2022 2:46:30 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

2/11/2022 6:24:29 AM

Certified Delivered

Security Checked

3/2/2022 2:46:24 PM

Envelope Summary Events

Signing Complete
Completed

Status

Security Checked
Security Checked

Timestamps

3/2/2022 2:46:30 PM
3/2/2022 2:46:30 PM

Payment Events

Status

Timestamps

CCO Form: MO52
Approved: 04/04 (BDG)
Revised: 05/18 (MWH)
Modified:

Benton Avenue
In Marshall, Saline County
Crossing No. 293 470R
Job No. RRP-000S(617)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AGREEMENT FOR CROSSING CLOSURE
AND/OR ROADWAY IMPROVEMENTS**

THIS AGREEMENT (this "Agreement") is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), The Kansas City Southern Railway Company (hereinafter, "Railroad"), and the City of Marshall, Missouri (hereinafter, "Agency")

WITNESSETH:

WHEREAS, the closure of the existing grade crossing and vacation and transfer of any and all property rights across the Railroad right-of-way related thereto appears to be warranted in Marshall, Missouri, where Benton Avenue intersects Railroad's Mexico Subdivision at or near Railroad's Milepost 404.78 at a point more particularly known as DOT 293 470R (the "grade crossing").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide for (i) incentive payments by Railroad, (ii) the installation, maintenance, repair and renewal of necessary safety improvements by Commission and Agency to accomplish the permanent abolishment and closure of the grade crossing to roadway traffic, and (iii) the vacation/surplus by Commission and Agency and transfer to the Railroad of any rights of the Commission and Agency related to the grade crossing (hereinafter, "Project").

(2) SCOPE OF OBLIGATIONS RELATED TO THE INITIAL CLOSURE WORK:

(A) In coordination with the Agency's and Commission's initial closure work described herein, the Railroad shall remove the existing crossing surface and active warning devices at the grade crossing; install permanent barricades consisting of Type A or D guardrail with Type IV object markers approximately fifteen feet (15') from the edge of nearest rail on both sides of the crossing; obliterate pavement and any existing sidewalks from edge of nearest rail out to barricades on both sides of the crossing (or temporary barricades providing substantially similar functionality are in place prior to the completion of the work described in Subsection (2)(B)).

(B) The Agency shall vacate the Agency's property rights in and to the Railroad right-of-way and remove the existing advance warning signs along each

approach to the grade crossing.

(3) FUNDING AND APPORTIONMENT:

(A) The Railroad shall assume responsibility for one hundred percent (100%) of the costs of the work described in Subsection (2)(A) of this Agreement, using the Railroad's own funds.

(B) The Agency shall assume responsibility for one hundred percent (100%) of the costs of the work described in Subsection (2)(B) of this Agreement, using the Agency's own funds.

(C) The Railroad shall pay a cash incentive to the Agency from the Railroad's own funds in the amount of Fifty Thousand Dollars (\$50,000.00), in consideration of the permanent closure of the grade crossing to roadway traffic and vacation/surplus of any rights held by the Agency in and to the Railroad right-of-way in connection therewith.

(D) The Commission shall pay a cash incentive to the Agency from funds available to the Commission, in the amount of Seventy-Five Thousand Dollars (\$75,000.00), in consideration of the permanent closure of the grade crossing to roadway traffic.

(E) Each of the incentive payments provided in Subsections (3)(C) and (3)(D) of this agreement shall become due and payable immediately after the last to occur of (i) both of Railroad's and the Commission's inspection confirming that all the work described in Section (2) of this Agreement has been completed in accordance with this Agreement and, with respect to the Commission only, the Administrative Order, (ii) the Commission's formal authorization of the Administrative Order (defined below) directing and authorizing the Commission to undertake its obligations set forth herein, and (iii) formal authorization of the Agency directing and authorizing the Agency to undertake its obligations herein.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad, Agency and Commission to complete the work and obligations described herein, together with the cash incentive payable by the Railroad and by the Commission in the amounts described in Section (3) of this Agreement.

(5) ADDITIONAL REQUIREMENTS RELATED TO THE INITIAL CLOSURE WORK:

(A) The Railroad, upon receipt of notification from the Commission, shall furnish all labor and material and complete the work described in Subsection (2)(A) of this Agreement, in accordance with (i) the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo ("Administrative Order"), (ii) to the extent applicable, in accordance with that certain Master Agreement between the

Railroad and the Commission, dated January 31, 2013 (the "Master Agreement"), and, (iii) to the extent applicable, in accordance with the rules and regulations contained in 23 CFR Part 140 Subpart I and 23 CFR Part 646 Subpart B issued by the Federal Highway Administration.

(B) The Agency shall complete its respective performance of the work described in Subsection (2)(B) of this Agreement, in accordance with the Ordered Due Date of the Administrative Order approving and authorizing the Project described in this Agreement.

(C) All traffic control devices installed by the Railroad or by the Agency pursuant to this Agreement shall be installed in substantial compliance with the applicable provisions of the *Manual on Uniform Traffic Control Devices* (MUTCD) (2009 Edition), published by the Federal Highway Administration.

(6) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work to be performed by the Railroad with its own forces, or such work may be done by a contractor paid under a contract let by the Railroad, and, if applicable, in compliance with provisions of 23 CFR Chapter I, Subchapter B, Part 140, Subpart I and Chapter 34 RSMo. Said Title 23 Code of Federal Requirements (23 CFR) and Chapter 34 RSMo is by reference made part of this Agreement, but only to the extent such provisions are applicable.

(7) MAINTENANCE AND OPERATION: After the completion of the initial closure work, the Agency shall maintain, repair and renew the respective permanent barricade and object markers installed in Subsection (2)(A), using the Agency's own funds.

(8) AGENCY OBLIGATION: The Agency in coordination with the Railroad and Commission hereby agrees to cooperate in the handling of vehicular traffic during construction.

(9) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Railroad, the Commission, and the Agency.

(10) INDEMNIFICATION BY AGENCY:

(A) 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 Agency's performance of its obligations under this Agreement.

(B) The Agency will require any contractor procured by the Agency to

work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general 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 and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 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.

(C) 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.

(11) 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 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. 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, affirm 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 A**.

(12) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS:

(A) This 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 (hereinafter "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 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 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.

(13) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Railroad and Agency agree as follows:

(A) Civil Rights Statutes: The Railroad and 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 Agency are providing services or operating programs on behalf of the Department 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 Agency shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Railroad and 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 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 Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad and 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 Agency of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

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

(F) Sanctions for Noncompliance: In the event the Railroad or Agency fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Railroad and Agency complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad and Agency shall include the provisions of section (13) of this 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 United States Department of Transportation. The Railroad and Agency will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad and Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and Agency may request the United States to enter into such litigation to protect the interests of the United States.

(14) COMMISSION REPRESENTATIVE: The Commission's Multimodal Operations Division Director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(15) ASSIGNMENT: The Railroad or Agency shall not assign, transfer, or

delegate any interest in this Agreement without the prior written consent of the Commission.

(16) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Railroad and Agency shall comply with all applicable local, state and federal laws and regulations relating to the performance of this Agreement.

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

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

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

(20) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of any work described in Subsection (2)(A) of this Agreement to be performed by the Railroad, the Railroad shall notify the Commission and the Agency of the date it plans to commence said work.

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

(Remainder of Page Intentionally Left Blank)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly appointed officials.

Executed by Railroad on 2022-01-10 | 3:30 PM CST (DATE).


Executed by Agency on 2022-01-11 | 7:33 AM CST (DATE).


Executed by Commission on 2022-01-21 | 3:17 PM CST (DATE).

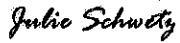
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION


By 
Name Ed W. Hassinger
Title Chief Engineer


THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By 
Name Manny Loureiro
Title VP & Chief Engineer

ATTEST: DocuSigned by:

A4668CD70082408...
Commission Secretary

CITY OF MARSHALL, MISSOURI
By 
Name Julie Schwetz
Title Mayor

APPROVED AS TO FORM:

BA24EE9EF9E6407...
Senior Administrative Council

ATTEST: DocuSigned by:
By 
Name Julie Lewis
Title City Clerk



ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF Missouri)
COUNTY OF Jackson } ss.

On the 11th day of January, 2021, before me appeared (Affiant's name): Jordan Duayle, 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): Talent Acquisition Manager of Kansas City Southern, 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.

Jordan Duayle
Affiant Signature

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

Michelle McFarland
Notary Public

My commission expires: 8/29/2024

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



MICHELLE MCFARLAND
My Commission Expires
August 29, 2024
Jackson County
Commission #12410305



Company ID Number: 126570

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the The Kansas City Southern Railway Company (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 126570

Approved by:

Employer The Kansas City Southern Railway Company	
Name (Please Type or Print) Robert M Brazeal	Title
Signature Electronically Signed	Date 06/11/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/11/2008



Company ID Number: 126570

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	The Kansas City Southern Railway Company
Company Facility Address	427 W. 12th St. Kansas City, MO 64105
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	446000758
North American Industry Classification Systems Code	482
Parent Company	Kansas City Southern
Number of Employees	2,500 to 4,999
Number of Sites Verified for	73



Company ID Number: 126570

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	3 site(s)
ARKANSAS	6 site(s)
ILLINOIS	6 site(s)
LOUISIANA	15 site(s)
MISSOURI	6 site(s)
MISSISSIPPI	16 site(s)
OKLAHOMA	3 site(s)
TENNESSEE	2 site(s)
TEXAS	16 site(s)



Company ID Number: 126570

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Stacy Beecher
Phone Number (816) 983 - 1465
Fax Number
Email Address sbeecher@kcsouthern.com

Name Elven Hickmon
Phone Number (816) 983 - 1487
Fax Number
Email Address ehickmon@kcsouthern.com

ORDINANCE NO. 8654

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF MARSHALL, MISSOURI, TO EXECUTE A REVISED AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND KANSAS CITY SOUTHERN RAILWAY COMPANY FOR THE CLOSURE OF A CROSSING ON BENTON AVENUE

WHEREAS, the Missouri Highways and Transportation Commission ("Commission"), Kansas City Southern Railway Company ("Railroad"), and the City of Marshall, Missouri ("City") desire to enter into a Revised Agreement for Crossing Closure and/or Roadway Improvements for the purpose of closing the existing grade crossing and the vacation and transfer of any and all property rights across the Railroad right-of-way related thereto where Benton Avenue intersects Railroad's Mexico Subdivision at or near Railroad's Milepost 404.78 at a point more particularly known as DOT 293 470R (the "Benton Avenue Crossing").

BE IT ORDAINED by the Council of the City of Marshall, Missouri, as follows:

Section 1. The Mayor of the City of Marshall, Missouri, is hereby authorized to execute on behalf of said City a revised agreement with the Commission and Railroad entitled Agreement for Crossing Closure and/or Roadway Improvements for the purpose of closing the Benton Avenue Crossing. The revised agreement increases the crossing closure incentive payment from the Commission to City to the total sum of \$75,000.

Section 2. This Ordinance shall be in full force and effect upon final passage and approval.

PASSED by the Council of the City of Marshall, Missouri, this 27th day of Dec 2021.

Julie M. Schweetz
President

APPROVED by the Mayor this 27th day of Dec 2021.

Julie M. Schweetz
Mayor

FILED this 27th day of Dec 2021.

Diane Green, Asst.
City Clerk

Certificate Of Completion

Envelope Id: 3AE28FD5FBE54354913F5A4E5615A268
Subject: Please DocuSign: 2021-11-66869.pdf
Source Envelope:
Document Pages: 15
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Jack S. Wright
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190
Jack.Wright@modot.mo.gov
IP Address: 168.166.80.221

Record Tracking

Status: Original
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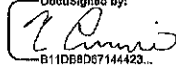
Holder: Jack S. Wright
Jack.Wright@modot.mo.gov

Location: DocuSign

Signer Events

Manny Loureiro
MLoureiro@KCSouthern.com
VP & Chief Engineer
Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

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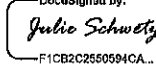
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Timestamp

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Viewed: 1/10/2022 3:29:52 PM
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Electronic Record and Signature Disclosure:
Accepted: 1/10/2022 3:29:52 PM
ID: 9456d607-54de-4b8d-b14b-2326ae9823dd

Julie Schwetz
jschwetz@marshall-mo.com
Mayor
Security Level: Email, Account Authentication (Optional)

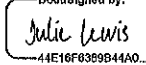
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Signed: 1/11/2022 7:33:01 AM

Electronic Record and Signature Disclosure:
Accepted: 1/11/2022 7:32:32 AM
ID: 9687a093-87a5-4d40-90ad-c483be500ab3

Julie Lewis
jlewis@marshall-mo.com
City Clerk
Security Level: Email, Account Authentication (Optional)

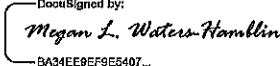
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ID: 0f0b5a68-69cf-47c1-a2ea-15dd81de6c8a

Megan L. Waters-Hamblin
Megan.Waters-Hamblin@mcdot.mo.gov
Senior Administrative Counsel
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)

DocuSigned by:

BA34EE9EF9E5407...

Signature Adoption: Pre-selected Style
Using IP Address: 168.166.80.221

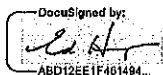
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Signed: 1/21/2022 2:28:43 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

Ed W. Hassinger
Ed.Hassinger@modot.mo.gov
Chief Engineer
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)

Signature



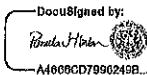
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Signed: 1/21/2022 3:17:00 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Pamela Harlan
pamela.harlan@modot.mo.gov
Secretary to the Commission
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)



Signature Adoption: Uploaded Signature Image
Using IP Address: 168.166.80.221

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Chris Ashley
CAshley@KCSouthern.com
Security Level: Email, Account Authentication (Optional)



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Electronic Record and Signature Disclosure:
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ID: a6377bb0-e12e-40cf-b3a2-59fd644f38d2

Carbon Copy Events

Status

Timestamp

Dana Kaiser
dana.kaiser@modot.mo.gov
Senior Executive Assistant
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)



Sent: 1/24/2022 11:33:15 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Jorgensen
jennifer.jorgensen@modot.mo.gov
Asst Secretary to the Commission
MoDOT
Security Level: Email, Account Authentication (Optional)



Sent: 1/24/2022 11:33:16 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/3/2022 2:46:28 PM

Certified Delivered

Security Checked

1/24/2022 11:33:08 AM

Signing Complete

Security Checked

1/24/2022 11:33:14 AM

Completed

Security Checked

1/24/2022 11:33:16 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**